

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of Security Services for**

**John Hay Special Economic Zone  
(AOR 1) and  
John Hay Reservation Area (AOR 2)**

**Government of the Republic of the Philippines  
John Hay Management Corporation**

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national



buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

## **INVITATION TO BID FOR Security Services for the John Hay Management Corporation (AOR 1 and 2)**

1. The John Hay Management Corporation (JHMC), through the 2023 Corporate Operating Budget intends to apply the sum of Thirty - Seven Million Six Hundred Seventeen Thousand Pesos (PhP 37,617,000.00) being the ABC to payments under the contract for Procurement of Security Services for John hay Special Economic Zone (JHSEZ) and John Hay Reservation Area (JHRA). The contract shall be for a period of One year and renewable annually for a maximum of two years subject to a satisfactory result of an Annual performance evaluation and accordance with the guidelines of multi-year contracts pursuant to RA9184. The ABC is for the first year only. Bids received in excess of the ABC shall be automatically rejected at bid opening.

All bid prices for a duration of three (3) years shall be fixed and shall not be adjusted during contract implementation except for the following:

- a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;
  - b. Increase in taxes;
  - c. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.
2. The JHMC now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of Notice to Proceed. Bidders should have completed, within three (3) years, from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
  3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
    - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock

belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *JHMC* and inspect the Bidding Documents at the address given below from 8:00 AM to 4:30PM starting November 17, 2022 until November 29, 2022, Mondays through to Fridays except weekends and holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting November 14, 2022 until November 29, 2022 Mondays through to Fridays except weekends and holidays from the given address and website(s) [bac@jhmc.com.ph](mailto:bac@jhmc.com.ph) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (Php 25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

Interested bidders may personally pay for Bidding Documents at the Finance Department, Cottage 625, JHMC Office Complex, Camp John Hay, Baguio City. They may also pay via electronic fund transfer or direct bank deposit using the following deposit details:

Payee Name	John Hay Management Corporation
Depository Bank	Development Bank of the Philippines Session Road, Baguio City Branch
Account Number	0510-004308-031

For payments through electronic fund transfer or direct bank deposit, transfer confirmations or deposit slips must be emailed to [bac@jhmc.com.ph](mailto:bac@jhmc.com.ph). Official receipts will only be issued upon verification with JHMC's depository bank.

6. The JHMC will hold a Pre-Bid Conference<sup>1</sup> on *November 17, 2022 at 10:00 AM* at the *Bellhouse , Camp John Hay* and/or through video conferencing or webcasting via *Google Meet* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at Cottage 627, John Hay Special Economic Zone, Camp John Hay, Baguio City (ii) online or electronic submission as indicated below, or (iii) both on or before 10:00 AM of *December 01, 2022*. Late bids shall not be accepted.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **Bid opening** shall be on **December 01, 2022, 11:00 AM** at the **The Bell House, Historical Core, John Hay Special Economic Zone, Camp John Hay, Baguio City and/or through video conferencing**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Pre-bid conference will be conducted in person or face-to-face through video conferencing. Prospective Bidders who opt for video conferencing must inform the BAC Secretariat of their intent through the electronic mail address listed below. The Pre-Bid Conference is open to prospective bidders but attendance shall not be mandatory.

JHMC allows the submission of bids through personal appearance or online/electronic means. Bidders may submit their bids using the two (2) separate sealed bid envelopes system or **two (2) password-protected Bidding Documents in compressed archive folders, in case of electronic bid submission**, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements, and the second shall contain the financial component of the bid.

With the continuous health protocols against COVID-19 Pandemic, bidders may opt to attend physically or virtually, JHMC is limiting the physical presence of participants for the Pre-bid conference and Bid Opening to ten (10) persons with two (2) representatives from each prospective bidder. Selection of the ten (10) participants shall be based on the earliest time such a request was made. It is highly encouraged that other prospective bidders attend the Pre-Bid Conference and Bid Opening through video conferencing.

11. The JHMC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

*DARWIN C. PEREZ*  
Head, BAC Secretariat  
John Hay Management Corporation  
Camp John Hay, Baguio City  
Tel. No. 074 422 4360  
*Email: bac@jhmc.com.ph*

13. You may visit the following websites:

For downloading of Bidding Documents: [www.jhmc.com.ph](http://www.jhmc.com.ph)

For online bid submission: *email to bac@jhmc.com.ph*

Date of Issue: *14 November 2022*

(SGD.) **JANE THERESA G. TABALINGCOS**  
BAC Chairperson

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## **1. Scope of Bid**

The Procuring Entity, *JHMC* wishes to receive Bids for the *Procurement of Security Services for the JHMC Area of Responsibility (AOR) covering the JHSEZ and JHRA*.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project referred to herein as “Project” is composed of 1 (one) lot, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of *Thirty-Seven Million Six Hundred Seventeen Thousand Pesos (PhP 37,617,000.00)*.

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget for CY 2023.

## **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.



## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on **17 November 2022 at 10:00 AM at The Bell House, Historical Core, John Hay Special Economic Zone, Camp John Hay, Baguio City, and/or through video conferencing or webcasting via google meet** as indicated in paragraph 6 of the **ITB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) *years contract similar to the Project* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.

- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid *for 120 days from date of opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Contracts providing security services with similar nature of deployment;</li> <li>b. 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);</li> </ul>
7.1	Subcontracting not allowed
12	The price of the Goods shall be based on the current market prices , minimum wage orders and relevant laws
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than 2% or equivalent to PhP 752,340.00 , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than 5% or equivalent to PhP 1,880,850.00 if bid security is in Surety Bond.</li> </ul>
15	<p>For manual submission, the bidder is required to submit 3 copies of the financial and technical documents. One (1) original copy and two (2) duplicate copies.</p> <p>JHMC allows the submission of bids through personal appearance or online/electronic means. Bidders may submit their bids using the two (2) separate sealed bid envelopes system or <b>two (2) password-protected Bidding Documents in compressed archive folders, in case of electronic bid submission</b>, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements, and the second shall contain the financial component of the bid.</p>
19.3	The project shall be awarded in 1 (one) lot
20.2	Not applicable

21.2	Not applicable
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## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	Please refer to the Scope of Services as attached.
2.2	Payments shall be made every 15 calendar days. The Security agency (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. Payrolls shall be filed with the Procuring entity within fifteen (15) days after payday. The use of payroll form shall be in accordance with the standard format as prescribed by the procuring entity. There shall be a separate billing for AOR 1 and AOR 2;
4	No additional instruction

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
Lot 1	Procurement of Security Services for John Hay AOR 1 and AOR 2			30 (thirty) days from the issuance of NTP

NOTE: Winning Bidder shall undertake to provide all the requirements indicated under the Technical Specifications.

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.



# Technical Specifications

Item	Specification	Statement of Compliance
1	Please refer to the Scope of Services as attached.	

# **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 was a former U.S. Military base turned over to the Philippine Government after the termination of the RP - U.S. MBA in July 1991. Republic Act Nr. 7227 issued in 1991 created the Bases Conversion Development Authority (BCDA) which assumed control of former U.S. Military bases including Camp John Hay for development into other purposes.

Executive Order Nr 103 dated October 07, 1993 was subsequently issued creating The John Hay Development Corporation (JHDC).

Executive Order 31 was issued creating the JPDC as John Hay Poro Point Development Corporation (JPDC).

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

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) over Camp John Hay, Baguio City.

In October 1996, portions of Camp John Hay designated as the John Hay Special Economic Zone (JHSEZ) by virtue of Presidential Proclamation 420, was 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 intends to procure the services of a Security Agency capable and experienced in providing security and safety services to secure and protect BCDA and JHMC personnel, guests, clients, VIPs and properties including business interests.

Apart from the security and safety services to be rendered, the Security Agency is mandated 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 subdivided into two major areas of operation (AO) namely;

1. Special Economic Zone (JHSEZ) with an Area 3,018,602 square meters (301.8602 hectares), more or less , except in 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 JHRA has an area of 3,240,000 square meters or 324 hectares, more or less.

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. It is a commercial and tourist center within a forested area covered by pine trees and other natural vegetation. and

The developer of the Leased Area 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 major locators are secured by JHMC.

JHMC has full operational control of the security and safety operations in the JHRA with an area of 324 hectares.

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

### III. AREAS TO BE SECURED AND MANPOWER REQUIREMENTS

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

#### 3.1. JHSEZ

<b>JHSEZ</b>	<b>1<sup>st</sup> Shift 0700H-1900H</b>	<b>2<sup>nd</sup> Shift 1900H-0700H</b>
<b>Command Group</b>		
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>CJH gates</b>		
Main Gate	5	4
Gate 2 (CAP)	2	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 (Purok 1, Loakan Liwanag)	2	2
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
- 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.

#### 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)

- At least 22 years old but not more than 56 years old with discretion from SSD upon evaluation if more than 56 years old;
- Filipino citizen and preferably a resident of BLISTT (Baguio City, La Trinidad, Itogon, Sablan, Tuba, or Tublay);
- 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*).
- 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 offence;
- 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 and other forms of 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;
- 6.25. SA shall ensure the timely release/disbursement of salaries and benefits of security officers and guards;
- 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, and PAG-IBIG;
- 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 6.30. Spot reports shall be submitted ASAP by duty officers Cc: Security Agency office.

## **VII. PENALTY CLAUSE**

The **SA**, Security Officers and Guards shall be penalized for failure to comply with the provision of TOR 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 Agency Detachment Commander, Asst. Detachment Commander and/or SICs will 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 send reports to the Security Agency on violations and compliance to the Security Services Contract as necessary 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, CC SA every **8:00AM**.

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

The SA shall implement their Security & Safety Plan 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;
- 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 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 OF THE TOTAL CONTRACT PRICE)</b>
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Goods and Consulting Services – <b>Five Percent (2%)</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 (5%)</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 1;
- 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. Camp 7 Sitio Mangitit 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 during Special operations (i.e., demolition or removal of illegal structure, logs retrieval, etc.) of JHMC

# JHSEZ MAP

# ANNEX "A"

## John Hay Special Economic Zone (AOR1)

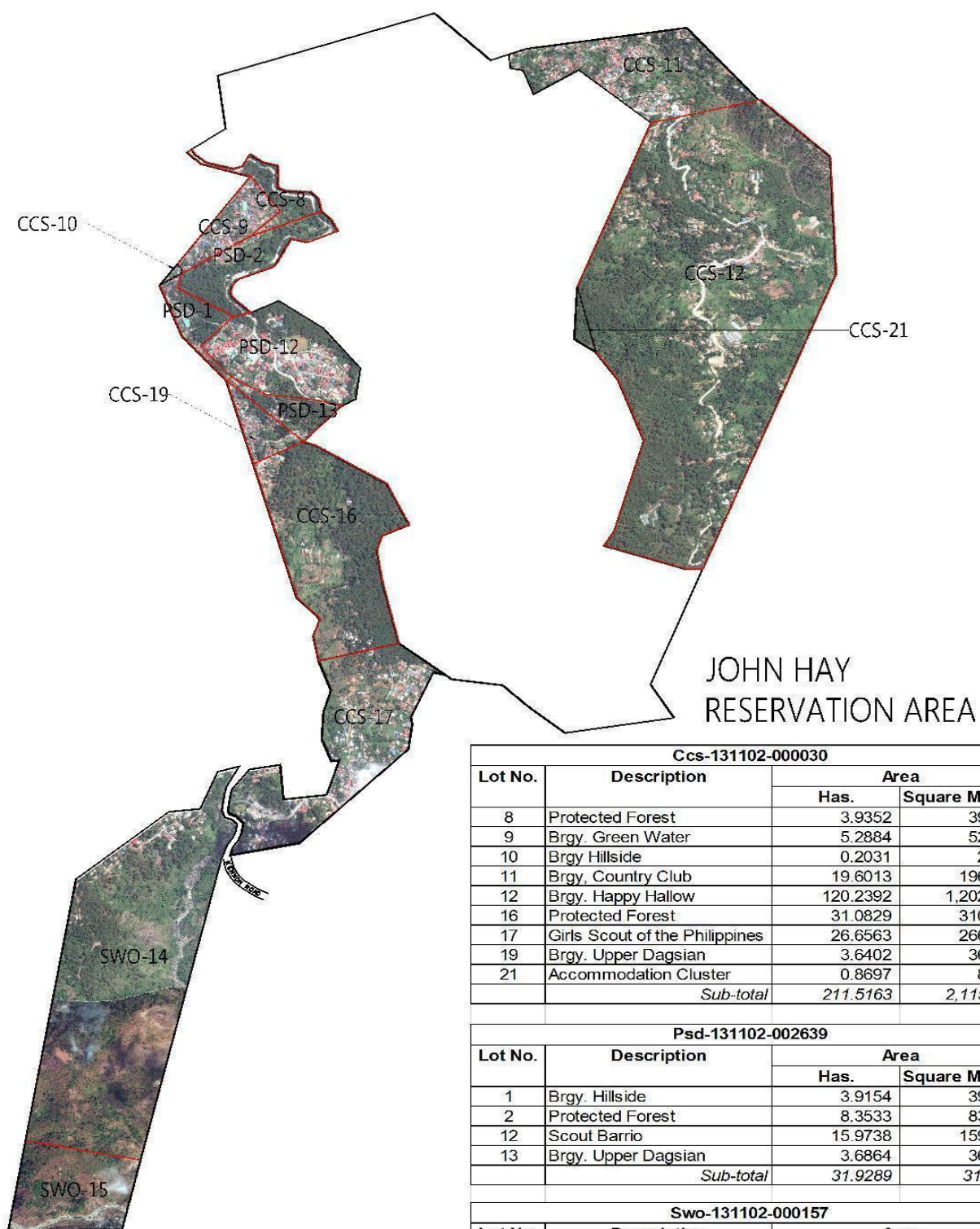


JOHN HAY SPECIAL  
ECONOMIC ZONE  
PROC. 420

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
<b>Grand Total</b>		<b>323.5503</b>	<b>3,235,503</b>



## 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 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, 2016 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. Camcorder (60 gig memory)	1 Unit
12. Drone	1 Unit
13. Base Radio with Radio Frequency suitable for the terrain of Camp John Hay	1 Unit
14. Traffic reflective vests with appropriate markings for JHMC and SA	1pc per guard
15. Wet-cell Battery for Base Radio	1 Unit
16. Megaphone with appropriate accessories and spare batteries	2 units
17. Shovel	5 pcs
18. Bolo	5 pcs
19. Chainsaw (070-36 Inches)	1 unit
20. Complete First Aid Trauma Kit (NEW)	2 Units
21. Folding Stretcher (NEW)	2 Units
22. Emergency Spine Board with Safety Straps (NEW)	2 Units
23. Universal Head Immobilizer (NEW)	2 Units
24. Universal Rolled Splint (NEW)	2 Pcs.
25. Wheelchair (NEW)	2 Units
26. Waterproof Dual Halogen Floodlights (NEW,5X500 WATTS)	1 Unit
27. Waterproof Search Light (4,500,000 Candela, (NEW)	5 Units
28. Portable Generator Set (5KVA, NEW)	1 Unit
29. Safety Harness with complete accessories (NEW)	2 Sets
30. Traffic cones(NEW)	30 pcs
31. Caution Tape(NEW)	10 rolls
32. Nylon Rope I(1 inch x 50 ft.) (NEW)	2 rolls
33. Fire Extinguisher	12 units
34. Knapsack	5 units
35. Fire Swatter	10 pcs
36. 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.

Live units such as canine (dogs), shall require prior training confirmation and registration with the PNP before utilization by the SA purposely to ensure proper deployment.

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”

NO.	OFFENSES	PENALTIES
	<i>Non-compliance with any of the following duties and requirements:</i>	
1	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>
2	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>
3	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>
4	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>
5	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>
6	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>
7	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> <li>For other miscellaneous live tree species: <ul style="list-style-type: none"> <li>a) &lt; 15 cm dbh: 1,000.00</li> </ul> </li> </ul>

		b) 16-30 cm dbh: 3,000.00 c) 31-60 cm dbh: 8,000.00 d) >60 cm dbh: 13,000.00  <ul style="list-style-type: none"> <li>For DEAD/ROTTEN Pine trees: the following shall be deducted: <ul style="list-style-type: none"> <li>a) &lt;15 cm dbh: 1,000.00</li> <li>b) 16-30 cm dbh: 2,000.00</li> <li>c) 31-60 cm dbh: 4,000.00</li> <li>d) &gt;60 cm dbh: 6,000.00</li> </ul> </li> </ul>
<b>8</b>	Failure to immediately report damage/injury inflicted to LIVE PINE trees (e.g. chopping, girdling, etc.)	a) <15 cm dbh: 3,000.00 per tree b) 16-30 cm dbh: 5,000.00 per tree c) 31-60 cm dbh: 8,000.00 per tree d) >60 cm dbh: 10,000.00 per tree
<b>9</b>	Failure to show proof of actual daily foot patrolling activities where assigned.	a) First offense to negligent guard: reprimand b) Second offense: five (5) days suspension c) Third offense: Termination of his employment from the Security provider and for replacement.
<b>10</b>	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>
<b>11</b>	Unauthorized disclosure of confidential information/document of JHMC by the SA or anybody among the deployed Security Officers or Guards.	
<b>12</b>	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
<b>13</b>	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>
<b>14</b>	Failure to provide the number of other required equipment at the start of the contract.	
<b>15</b>	Non-availability or un-serviceability of firearms, radio equipment and vehicles during the conduct of daily and random inspection.	
<b>16</b>	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	● Dismissal from the JHMC Detachment
22	Guard found under the influence of liquor or drinking liquor while on duty	● Dismissal from the JHMC Detachment
23	Abandoning of Post by the Duty Guard	
24	Indiscriminate firing of weapon by the guard	
25	Guards found guilty of vandalism, theft and pilferage of company properties	● For item no. 25, guard to shoulder the cost of damaged/missing item
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

# PERFORMANCE EVALUATION JHMC SECURITY SERVICE PROVIDER

**Period Covered:**  
**Date of Evaluation:**

**I. Type of Evaluation:**


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	
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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/documented 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 supervision of guard force</td></tr></table>	Rating		2.5%	Ability to efficiently supervise guards on deployment, discipline and inspection.	1%	one or more Lapses in the supervision of guard force							
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></table>	Rating		2.5%	Promptness and decisiveness of actions									
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><th>Rating</th><th></th></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><th>Rating</th><th></th></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																
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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 ( <i>Uniform Allowance, 13<sup>th</sup> Month Pay, SIL, etc.</i> ) =5%	<table><tr><td>Rating</td><td></td></tr><tr><td>5%</td><td><i>All salaries and benefits were paid on time</i></td></tr><tr><td>1%</td><td><i>One or more late disbursement/release</i></td></tr><tr><td>0</td><td><i>not implemented</i></td></tr></table>	Rating		5%	<i>All salaries and benefits were paid on time</i>	1%	<i>One or more late disbursement/release</i>	0	<i>not implemented</i>										
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5%	<i>All salaries and benefits were paid on time</i>																		
1%	<i>One or more late disbursement/release</i>																		
0	<i>not implemented</i>																		
2. Timely disposition of guard offenses=5%	<table><tr><td>Rating</td><td></td></tr><tr><td>5%</td><td><i>100% Disposition of guard offenses</i></td></tr><tr><td>1%</td><td><i>99% and below</i></td></tr></table>	Rating		5%	<i>100% Disposition of guard offenses</i>	1%	<i>99% and below</i>												
Rating																			
5%	<i>100% Disposition of guard offenses</i>																		
1%	<i>99% and below</i>																		
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><i>Three(3) meetings/visits Conducted for the quarter</i></td></tr><tr><td>1%</td><td><i>Less than 3 Meetings/visits</i></td></tr></table>	Rating		5%	<i>Three(3) meetings/visits Conducted for the quarter</i>	1%	<i>Less than 3 Meetings/visits</i>												
Rating																			
5%	<i>Three(3) meetings/visits Conducted for the quarter</i>																		
1%	<i>Less than 3 Meetings/visits</i>																		
4. Prescribed Guard Uniform, equipment and paraphernalia=5%	<table><tr><td>Rating</td><td></td></tr><tr><td>5%</td><td><i>95-100% occasions of Complete uniform and equipment</i></td></tr><tr><td>1%</td><td><i>94% and below Occasions of Incomplete uniform</i></td></tr></table>	Rating		5%	<i>95-100% occasions of Complete uniform and equipment</i>	1%	<i>94% and below Occasions of Incomplete uniform</i>												
Rating																			
5%	<i>95-100% occasions of Complete uniform and equipment</i>																		
1%	<i>94% and below Occasions of Incomplete uniform</i>																		
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><tr><td>7%</td><td>86-89 / 90</td></tr><tr><td>6%</td><td>81-85/ 90</td></tr><tr><td>5%</td><td>76- 80/ 90</td></tr><tr><td>4%</td><td>71-75 / 90</td></tr><tr><td>3%</td><td>66-70/ 90</td></tr><tr><td>2%</td><td>65 and below / 90</td></tr></table>	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		
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 TOR) (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) (shall be Approved by JHMC and shall be updated every six (6) months or as the need)			
k. Compliance with Labor Laws and JHMC Rules and Regulations (Refer to contract)			
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%)** =  
**C. Administrative Efficiency ( 15%)** =  
**D. Compliance to Other Provisions of the Security Contract (25%)** =  
**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.*

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**Other documentary requirements under RA No. 9184 (as applicable)**

- ☐ (m) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s) using the provided form (Bidder's Estimate)



