

Republic of the Philippines  
DEPARTMENT OF LABOR AND EMPLOYMENT  
Intramuros, Manila

37<sup>th</sup> TESDA BOARD MEETING

13 March 2003, Thursday, 8:30 a.m.  
7<sup>th</sup> Floor TESDA Board Room, Office of the Chair  
Taguig, Metro Manila

Resolution No. 2003- 07

DELEGATION OF AUTHORITY IN FAVOR OF THE DIRECTOR GENERAL OF THE TESDA SECRETARIAT  
TO EXTEND THE SERVICE CONTRACT OF CHEVRON SECURITY AND INVESTIGATION SERVICES AND  
SUPER CLEAN JANITORIAL SERVICES IN BEHALF OF THE TESDA BOARD ON A MONTHLY BASIS  
UNDER THE PRINCIPLE OF QUANTUM MERUIT

WHEREAS, section 8, paragraph 3 of Republic Act No. 7796, otherwise known as the "Technical Education and Skills Development Act of 1994", grants the TESDA Board the power to enter into, make, execute, perform and carry-out domestic and foreign contracts, subject to existing law, rules and regulations;

WHEREAS, in the exercise of this power, the TESDA Board shall approve all contracts, both local and foreign, of the Technical Education and Skills Development Authority (TESDA);

WHEREAS, the TESDA BOARD, in recognition of services rendered by Super Clean Janitorial Services and Chevron Security and Investigation Services, despite expiration of their service contracts and upon motion of the Deputy Director General Alcestis M. Guiang, premised on the recommendation of the Chairman, PBAC, that their resolution and recommendation on the Public Bidding conducted last December 17, 2003, shall still be submitted for the approval of the Board, the TESDA Board hereby authorize the Director General to extend the service contracts of the above-mentioned Service Providers, on a month to month basis, and shall call for its termination upon the signing of the contracts with the awarded service providers;

NOW, THEREFORE, by virtue of the powers vested upon them by law, on motion of DDG Alcestis M. Guiang, with concurrence of the TESDA Board Resource Generation, Allocation and Utilization Committee, the TESDA Board **HEREBY RESOLVES**, as it **RESOLVED**, to authorize the Director General to extend the Service Contract of **CHEVRON Security and Investigation Services** and **Super Clean Services Corporation** Janitorial Services on a monthly basis in observance with the principle of Quantum Meruit, provided that such extension shall not exceed March 31, 2003;

Adopted this 13<sup>th</sup> day of March 2003.

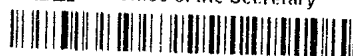
*Ma. Adorinda de Jesus-Forro*  
MA. ADORINDA DE JESUS-FORRO  
Board Secretary VI

Attested by:

*Patricia A. Sto. Tomas*  
PATRICIA A. STO. TOMAS  
Secretary, Department of Labor and Employment  
Chair, TESDA Board



Dept. of Labor & Employment  
Office of the Secretary



001542

# The 'Lectric Law Library's Lexicon On \* Quantum Meruit \*






**QUANTUM MERUIT** - As much as he has deserved. When a person employs another to do work for him, without any agreement as to his compensation, the law implies a promise from, the employer to the workman that he will pay him for his services, as much as he may deserve or merit. In such case the plaintiff may suggest in his declaration that the defendant promised to pay him as much as he reasonably deserved, and then aver that his trouble was worth such a sum of money, which the defendant has omitted to pay. This is called an assumpsit on a quantum meruit.

When there is an express contract for a stipulated amount and mode of compensation for services, the plaintiff cannot abandon the contract and resort to an action for a quantum meruit on an implied assumpsit.

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\* Legal Definition of Quantum Meruit 2/10/02

# MEMORANDUM

To/For : **The Director General**  
This Authority

From : **The Chairman**  
TESDA-Bids and Awards Committee

Date : 22 January 2003

Subject : **Status and Recommendation of the Bidding for the  
Janitorial and Security Services Requirements of TESDA Central  
Office**

The Bids and Awards Committee (BAC) and its Secretariat are now completing the final evaluation of the bid proposals both for the security and janitorial services requirements of TESDA Central Office. To date, we have already reviewed and consolidated the information gathered from the documents submitted to us. Lately, we asked for additional information/documents from our bidders to further evaluate and establish their capabilities. From there, we shall decide the manner or extent of the background investigation for the qualifying bidder/s.

To expedite the process, the members of the BAC have agreed to conclude all required courses of action and other concerns for this bidding **on or before 31 January 2003**. At once, we shall submit the BAC Resolution to your office on or before February 4, 2003 for your review and approval.

Since the total value of these service contracts requires the review and concurrence of the TESDA Board, there are administrative procedures that must be observed. Under the **IRR of E.O. 40**, we need at least **32 calendar days** to complete the processes. As such, the **Notice to Proceed** to our winning bidder may only be issued on **March 2003**. *(Please see attached matrix of activities on this bidding).*

Considering all the factors/conditions required in the conduct of such bidding, the Authority may have recourse but to **maintain/extend the services** of our current security and janitorial service providers until such time that the contract of the (new) winning bidder has been awarded and duly approved.

For your information and consideration, Sir.

CLIFFORD A. PARAGUA



**CHRONOLOGY OF EVENTS**  
**BIDDING OF TESDA SECURITY AND JANITORIAL SERVICES**

	DATES	ACTION TAKEN
1.	August - December	First contract was awarded.
2.	December 15, 2001	Sent memo to the DG re: Expiration of service contracts (August – December 2001) of CHEVRON and SUPERCLEAN with a request to extend contracts for the period January – July 2002 to complete one year of contract with them. Extension approved.
3.	January 2002	Contract was prepared and submitted to the TESDA Board for approval.
4.	February 21, 2002	Board Resolution No. 2002-03, approving the extension of the contracts of CHEVRON and SUPERCLEAN and empowering the Chairman of the Board to sign said contracts.
5.	February 27, 2002	Contracts were forwarded to PST for her approval/signature
6.	March 12, 2002	Contract extension (January to July 2002) was approved/signed and returned to TESDA
7.	March 14, 2002	Furnished COA Resident Auditor a copy of the signed contracts.
8.	April 12, 2002	GSD prepared and submitted the Purchase Request (PR) for the bidding of the Janitorial and Security Services for August-December 2002 to the OIC-OCSA for her approval/signature.
9.	May 06, 2002	OIC-OCSA returned PR to GSD for some clarifications.
10.	May 06, 2002	GSD replied and returned the PR to the OIC-OCSA.
11.	May 08, 2002	PR signed and forwarded to PSD for appropriate action.
12.	June 11, 2002	1 <sup>st</sup> meeting of the BAC was only convened June 11, 2002 due to the unavailability of BAC Chairman. However, the meeting was postponed because there was no quorum. Only ED Sabulao and Atty. Docdocil were present. The other members of the BAC, Dir. Gutierrez was in Japan, Ms. Taganas, absent.
13.	June 17, 2002	2 <sup>nd</sup> meeting – BAC requested GSD to prepare/submit new Terms of Reference (TOR)
14.	June 18, 2002	GSD submitted the TOR

	DATES	ACTION TAKEN
15.	July 11, 2002	BAC 4 <sup>th</sup> meeting. GSD Chief presented the TOR and the criteria for bidding. Considering the long bidding process, the BAC Secretariat requested the GSD Chief to prepare a memo to DG requesting for the extension of contract for six (6) months while completing the bidding process for a one full year contract. (January to December 2003). BAC explained that it is more rationale to start the services of the contracted party at the start of the year for budget allocation purposes.
16.	August 3-10, 2002	Date of publication
17.	August 19, 2002	Pre-Bid Conference
18.	September 3, 2002	Bid Opening
19.	September 16, 2002	BAC Resolution No. 1 & 2 (Failure of Bidding due to negative findings of the qualified bidders) Extension of existing service contracts was also indicated in the resolution.
20.	August – October 2002	The 2 <sup>nd</sup> Contract Extension was signed by PST
21.	October 10, 2002	Publication of new bidding
22.	November 18, 2002	TESDA Order Creating New BAC was approved/signed
23.	November 26, 2002	1 <sup>st</sup> Meeting of New BAC led by Dir. C. Paragua
24.	December 2002 (1 <sup>st</sup> week)	Memo to DG from BAC Chairman advising the Status of Bidding and Extension of service contracts
25.	November – December 2002	3 <sup>rd</sup> extension for two-months (Nov-Dec. 2002) was approved/signed by DG
26.	December 10, 2002	Pre-Bid Conference
27.	December 17, 2002	Bid Opening
28.	January 22, 2003	BAC issued Memo to DG Re: Status of Bidding and requested Extension of Contract. Due to lengthy bidding and evaluation process
29.	February 5, 2003	Background Investigation is being conducted and Technical Evaluation Result are being reviewed and processed.
30.	As of February 20, 2003	Background Investigation Reports and Technical Evaluation is set for final deliberation and approval of the BAC