

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into this 30th day of March 2017 at Taguig City, by and between the:

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA), a national government agency created under Republic Act No. 7796, with office address at TESDA Complex, East Service Road, South Luzon Expressway, Taguig City, Metro Manila, herein represented by its Director General/Secretary, **GUILING A. MAMONDIONG**, and hereinafter referred to as the "**AUTHORITY**";

- and -

VARIANCE SECURITY AGENCY CORPORATION, a private corporation duly organized and existing by virtue of the laws of the Philippines, with business address at Violeta Complex I, A. Felix Avenue, Corner London St., Cypress Village, Cainta, Rizal, represented by its President/Managing Director, **MR. SEVERO V. CARIÑO**, herein referred to as the "**AGENCY**";

WITNESS THAT:

WHEREAS, the **AUTHORITY** intends to apply the sum of **Sixteen Million Six Hundred Forty-Eight Thousand Eight Hundred Twenty-Five Pesos and 50/100 (Php16,648,825.50)** being the total Approved Budget for the Contract (ABC) for CY 2017 for the Provision of Security Services Requirements for TESDA Central Office (April 1, 2017 – December 31, 2017);

WHEREAS, the **AUTHORITY** advertised the Invitation to Bid for the Provision of Security Services Requirements for TESDA Central Office (April 1, 2017 – December 31, 2017) in two (2) newspapers of general circulation and posted the same in the PhilGEPS on 25 January 2017;

WHEREAS, responding to the abovementioned Invitation to Bid, two (2) prospective bidders signified their interest to participate in said bidding process by purchasing bidding documents, namely: 1) Variance Security Agency Corporation and 2) Millgos Security Agency;

WHEREAS, the submission of bids and bid opening were held on 28 February 2017, 10:10 a.m. at the CSA Conference Room, 2nd Floor of TESDA Administration Building in Taguig City;

WHEREAS, only the **AGENCY** was declared eligible pursuant to Sections 23 and 25 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, accordingly, a Technical Evaluation Group (TEG) was created to assist the Bids and Awards Committee (BAC) in evaluating the eligibility, technical and financial requirements submitted by the **AGENCY** during the bid opening;



WHEREAS, in view of the TEG report, the **AGENCY** had been found to be the Single Calculated and Responsive Bid pursuant to Section 36 (a) of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, the recommendation to award the contract in favor of the **AGENCY** through BAC Resolution No. 10-2017 on 07 March 2017 had been elevated by the Director General to the TESDA Board for approval;

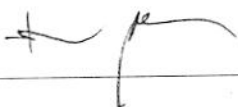
WHEREAS, the TESDA Board approved the award of contract to Variance Security Agency Corporation in the amount of **Sixteen Million Six Hundred Forty-Eight Thousand Eight Hundred Twenty-Five Pesos and 50/100 (Php16,648,825.50)** through Board Resolution No. 2017-20 issued on 23 March 2017;

NOW, THEREFORE, for and in consideration of the foregoing, this Agreement is entered by and between the **AUTHORITY** and the **AGENCY** with the following covenants, to wit:

A. PERFORMANCE BY THE AGENCY

1. The **AGENCY** shall provide the **AUTHORITY** with security services to guard and protect its properties from theft, arson, pilferage, trespass, robbery, destruction or damage and other unlawful acts by strangers or third persons, maintain peace and order in and around the **AUTHORITY**'s premises as well as protect its officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement rules, policies and regulation of the **AUTHORITY** aimed at maintaining security and safety at its premises.
2. The **AGENCY** will provide the **AUTHORITY** with the necessary number of security guards who are qualified, competent, uniformed armed and bonded in accordance with Republic Act No. 5487 as amended as well as other related laws and regulations with the following qualifications, among others, to wit:
 - a. Filipino citizen;
 - b. At least a high school graduate;
 - c. Physically and mentally fit;
 - d. At least 5'4" tall;
 - e. At least 23 years old but not more than 50 years old;
 - f. Must be of good moral character, duly licensed and properly screened and cleared by the PNP, NBI and other government offices issuing clearances for employment and without previous record of any or conviction of criminal offense involving moral turpitude;
 - g. Must be in proper uniform and properly equipped while on tour of duty;
 - h. Must possess such other qualifications required by Republic Act No. 5487, as amended.

For this purpose, the **AGENCY** shall furnish upon the demand of the **AUTHORITY** through the Director IV of CSA, AS, a complete list of the names of security guards it will assign, indicating the respective bio-data subscribed and sworn to and the results of the psychological tests and other related documents to support the minimum qualification requirements. In case of any change in the security force assigned to the **AUTHORITY**, the **AGENCY** shall immediately inform the latter thereof and shall submit the aforesaid data.




3. The **AGENCY** shall provide the necessary firearms and ammunitions to the guards assigned to the **AUTHORITY** as well as VHF radio communications and metal detectors and other security equipment and shall see to it that when on duty, they are in prescribed uniform with complete accouterments.
4. That the **AGENCY** shall provide the **AUTHORITY** motor vehicles for roving purposes based on the requirements of the **AGENCY**.
5. The **AGENCY** shall conduct physical inspection of all properties that go in and out of the premises and enforce strict control of all entrances and exits.
6. As required by the **AUTHORITY**, the security force to be established by the **AGENCY** shall consist of seventy-one (71) security guards, three (3) of whom shall be Shift-In-Charge and one (1) shall serve as Detachment Commander who shall render service everyday including Sundays and Holidays. This number may be increased or decreased depending upon the exigency of the service or the need of the security situation at the post as may be determined by the **AUTHORITY**.
7. The **AGENCY** shall deploy its security personnel in the following shifting schedules, namely;

| | | |
|---------------------------------|------------------------|-------------------------|
| First Shift | 6:00 A.M. – 2:00 P.M. | - 26 Security Guards |
| Second Shift | 2:00 P.M. – 10:00 P.M. | - 23 Security Guards |
| Third Shift | 10:00 P.M. – 6:00 A.M. | - 18 Security Guards |
| Sub-Total | | 67 Security Guards |
| | | 3 Shift-In-Charge |
| | | <u>1 Det. Commander</u> |
| TOTAL Security Man-Count | | 71 |

8. The Supervisor of the security guards shall receive instructions regularly from the **AUTHORITY's** representative (Director IV, CSA or his/her authorized representative for security guards assigned at the Administration Building) i.e., rotating of guards for further improvement to effectively and efficiently provide the security services for the **AUTHORITY**. The supervisor may likewise be replaced or subjected to rotation upon recommendation of the **AUTHORITY's** representative.
9. The **AGENCY** shall exercise discipline, supervision, control and administration of over its guards in accordance with the law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the **AUTHORITY** on the matter.
10. The **AGENCY** shall guarantee to the **AUTHORITY** for loss or damage to its property provided the same occurred within the jurisdiction of the **AGENCY** or its guard, UNLESS, it has been duly established after due investigation that said loss or damage did not principally result from the act, omission, negligence or fault of the **AGENCY** or its guards. Provided further that such loss, pilferage, breakage or damage of the properties involved is reported in writing to the **AGENCY** within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the **AGENCY** shall not in any way be made responsible. In the event the **AGENCY** is made to pay for such loss or damage, it shall be subrogated to the rights of the **AUTHORITY** against the party or parties responsible for such loss or damage.

11. The **AGENCY** shall comply with all existing labor laws, i.e., minimum wage, cost of living allowance, 13th month pay, service incentives leave pay, overtime pay, night differential pay, public holiday pay, retirement benefits, SSS, PHILHEALTH, PAG-IBIG and ECC premium contributions and other mandatory benefits as provided by law. For this purpose, it shall submit monthly upon presentation of the bill, a sworn certification that it has paid wages, allowances and bonuses of its employees assigned to the **AUTHORITY** in accordance with all labor laws and adjustments mandated.

B. PERFORMANCE BY THE AUTHORITY

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1. For and in consideration of the services to be rendered by the **AGENCY** to the **AUTHORITY**, the latter obligates itself to pay and deliver to the former every month, upon the former's submission to the latter of the Statement of Account, the sum of PHILIPPINE PESOS: One Million Eight Hundred Forty-Nine Thousand Eight Hundred Sixty-Nine Pesos and 50/100 (Php1,849,869.50) per month payable in two bi-monthly payments, every fifteenth (15th) and end of each month provided however, that the above amount represents payments to the **AGENCY** for posting/maintaining seventy-one (71) security guards in accordance with Annex "A" hereto attached. It should be understood that the seventy-one (71) security guards represent body-count/man-count. Payments made by the **AUTHORITY** shall be inclusive of the VALUE ADDED TAX (VAT) and subject to government accounting and auditing rules and regulations.
 2. The **AUTHORITY** undertakes to provide the security personnel of the **AGENCY** with specific work areas, assignment, locations and/or Command Post to enable the **AGENCY** to fully and effectively perform its functions, duties and responsibilities.
 3. It must be understood that should the **AUTHORITY** require additional security guards for its needs and purpose, a written notice shall be necessary. The same shall be paid on a per security guard basis. Provided, also that should the **AUTHORITY** require a decrease in the number of security guards, the corresponding adjustment in payment to the **AGENCY** shall also be effected.

C. WARRANTIES

The **AGENCY** hereby warrants that it has not given or promised to give money, gift to any official or employee of the **AUTHORITY** to ensure contact and that any violation of this warranty shall be sufficient basis to terminate this contract.

D. MISCELLANEOUS PROVISIONS


1. It is expressly understood that the **AUTHORITY** and **AGENCY** have entered into a contract good for nine (9) months starting 01 April 2017 to 31 December 2017 subject to the following:



- a) The bid price for a duration of nine (9) months shall be fixed and shall not be adjusted during the contract implementation except where there is increase in the minimum wage pursuant to law or new wage order issued after date of bidding, increase in taxes and increase or decrease in the number of security guards;
 - b) The Approved Budget for the Contract (ABC) which is Sixteen Million Six Hundred Forty-Eight Thousand Eight Hundred Twenty-Five Pesos and 50/100 (Php16,648,825.50) is good for CY 2017 only;
 - c) Before end of each year, an assessment or evaluation of the performance of the service provider based on a set of performance criteria shall be made and used as basis whether to continue with the contract or pre-terminate it.
2. It is expressly understood and agreed that the **AGENCY** is not an agent or employee of the **AUTHORITY** in all intents and purpose under contract with the **AGENCY**. Accordingly, the **AUTHORITY** shall not be responsible for any and all claims for personal injury or damage including death caused either to any of the security guards or any third person where such injury or death arises out or in the course of the lawful performance of said security guards.
 3. The **AUTHORITY** reserves the right to pre-terminate the contract in case the **AGENCY** fails to fulfill any of the obligations set forth in this Agreement. In which case, the **AUTHORITY** will not in any way be liable to pay the **AGENCY** any amount representing the portion of the contract which has not served due to pre-termination including penalties.

E. EFFECTIVITY OF CONTRACT

1. This agreement shall commence from 01 April 2017 until 31 December 2017.
2. In case of termination, a fifteen (15) day notice shall be made by the either party subject to the obligations incurred.
3. The **AGENCY** shall comply with the directives of the Bureau of Internal Revenue (BIR) relative to its pending application for compromise settlement of its tax liabilities and the Social Security Services (SSS) relative to its delinquency in the remittance of the salary loan amortization. In the event that the decision or directive is made by the BIR and SSS on the matter of the **AGENCY's** tax liabilities and remittances of salary loan amortization, respectively, during the validity/effectivity of this Agreement, the **AGENCY** is duty-bound to comply with the said directive immediately. Otherwise, this Agreement shall be terminated without prejudice to the right of the **AUTHORITY** to file the necessary criminal, civil and/or administrative action against the **AGENCY**. In case of the compliance with the directives of the BIR and SSS, the **AGENCY** shall immediately notify the **AUTHORITY** of the said compliance in writing.




IN WITNESS whereof, the parties hereunto signed this Agreement, this 30th of March 2017 at Taguig City.

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY

VARIANCE SECURITY AGENCY CORPORATION

By:

By:



GUILING "GENE" A. MAMONDIONG
Director General/Secretary



SEVERO V. CARIÑO
President/Managing Director

WITNESSES:



TITO L. BARTOLOME
Chief Administrative Officer
General Services Division



BONIFACIO L. PLASTINA
Detachment Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
 TAGUIG CITY) S.S.

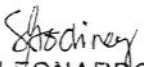
BEFORE ME, a Notary Public for and in the Province/City of TAGUIG this MAR 30 2017 2017 personally came and appeared:

| Name | Government Issued ID No. | Issued by |
|-----------------------|--------------------------|-----------|
| GUILING A. MAMONDIONG | | TESDA |
| SEVERO V. CARIÑO | | |

Known to me and to known to be the same persons who executed the foregoing instrument which they acknowledge before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this _____ day of MAR 30 2017 2017 at TAGUIG CITY .

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Book No. VII
Series of 2017


ATTY. LEONARDO S. GODINEZ
Notary Public Until Dec. 31, 2017
For: Pasig, Taguig, San Juan, Pateros
IBP No. 1016928 / 12-28-2015, Rizal
PTR No. 1383952 / 01-04-2016, Pasig
MCLE No. IV-WP002242 Appt. No. 187
351 Capt. Henry Javier St. Brgy. Oranbo, Pasig City

“ANNEX A”

| | | | |
|-----|---|-------|------------------|
| 1. | Average Pay | ----- | 15,772.79 |
| 2. | Night Differential | ----- | 525.76 |
| 3. | 13 th Month Pay | ----- | 1,752.53 |
| 4. | 5-Day Incentive Pay | ----- | 267.22 |
| 5. | Uniform Allowance | ----- | 100.00 |
| 6. | COLA | ----- | 314.17 |
| 7. | Regular Holidays (10 days) | ----- | 982.00 |
| 8. | Special Holidays (5 days) | ----- | 635.30 |
| 9. | Retirement Benefit | ----- | 901.88 |
| 10. | SSS Premium | ----- | 1,178.70 |
| 11. | Philhealth Contribution | ----- | 187.50 |
| 12. | State Insurance Fund | ----- | 30.00 |
| 13. | Pag-IBIG Fund | ----- | 100.00 |
| | SUB-TOTAL | | 22,747.85 |
| | Agency Fee (Administrative Overhead and Margin) | | 3,289.95 |
| | Value Added Tax | | 16,273.625 |
| | GRAND TOTAL | | 26,054.50 |

- PhP 26,054.50 x 71 = **PhP1,849,869.50**/month for 71 security personnel
- PhP 1,849,869.50 x 9 = **PhP16,648,825.50** for 9 months

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TESDA
Technical Education and
Skills Development
Authority



GUILINA A. MAMONDIONG
Director General / Secretary

1998-9850



Home Address

G12 - Camia St., Cor. Ilang-ilang St., Gregoria
Heights Subd., Taguig Rizal

Mobile No. (0999) 564-3480

Blood Type : O

Birth Date : 05/13/1948

Tax Identification No. 182-819-331

In case of Emergency, Please contact:

Ruby Mamondiong

G12 - Camia St., Cor. Ilang-ilang St.,
Gregoria Heights Subd., Taguig Rizal

(0916) 275-4369

Pilar G. de Leon
PILAR G. DE LEON

Director IV, Chief of Services for Administration



REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS
 LAND TRANSPORTATION OFFICE
PROFESSIONAL DRIVER'S LICENSE

LAST NAME: FIRST NAME, MIDDLE NAME
CARINO, SEVERO VALLO



ADDRESS (NO., STREET, CITY/MUN., PROVINCE)
 -VIOLETA CMPLI FELIX AVE COR LO, CAINTA, RIZAL

BIRTH DATE SEX HEIGHT(cm) WEIGHT(kg) NATIONALITY
 1948-02-02 M 165 75 FILIPINO

RESTRICTIONS CONDITIONS AGENCY EXPIRES
 23 N22 2022-02-02

LICENSE NO.
N14-78-003204

EDGAR C. GALVANTE
 ASST. SECRETARY

SIGNATURE OF LICENSEE
 Feb 13, 2017



- I. RESTRICTIONS**
1. MOTORCYCLES/MOTORIZED TRICYCLES
 2. VEHICLE UP TO 4500 KGS G V W
 3. VEHICLE ABOVE 4500 KGS G V W
 4. AUTOMATIC CLUTCH UP TO 4500 G V W
 5. AUTOMATIC CLUTCH ABOVE 4500 KGS G V W
 6. ARTICULATED VEHICLE 1600 KGS G V W & BELOW
 7. ARTICULATED VEHICLE 1601 UP TO 4500 G V W
 8. ARTICULATED VEHICLE 4501 KGS & ABOVE G V W
- II. ORGAN DONATION:**
- I HEREBY DONATE ANY ORGAN
 SPECIFIC ORGAN
 UPON MY DEATH
- III. IN CASE OF EMERGENCY NOTIFY:**
- NAME:
 ADDRESS:
 TEL#:

- CONDITIONS:**
- A. WEAR EYE GLASSES
 - B. DRIVE ONLY W/SPECIAL EQPT. FOR UPPER LIMBS
 - C. DRIVE ONLY W/SPECIAL EQPT. FOR LOWER LIMBS
 - D. DAYLIGHT DRIVING ONLY
 - E. ACCOMPANIED BY A PERSON W/NORMAL HEARING

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