

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into this _____ day of JAN 28 2022 2022 at MARIKINA 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, Fort Bonifacio, Taguig City, herein represented by its Director General, **SEC. ISIDRO S LAPENA, PhD, CSEE**, and hereinafter referred to as the "**AUTHORITY**";

- and -

VARIANCE SECURITY AGENCY CORP., a private corporation duly organized and existing by virtue of the laws of the Philippines, with business address at Violeta Complex I, N. 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 Twenty-Three Million Three Hundred Sixteen Thousand One Hundred Ninety-Five Pesos and 24/100 (₱23,316,195.24) being the total Approved Budget for the Contract (ABC) for CY 2022 for the Provision of Security Services Requirements for the TESDA Central Office for FY 2022;

WHEREAS, the **AUTHORITY** advertised the Invitation to Bid for the Provision of Security Services Requirements for the TESDA Central Office for FY 2022 in the websites of the Philippine Government Electronic Procurement System (PhilGEPS) and TESDA and posted the same at the bulletin board near TESDA Gate 1 on 20 November 2021;

WHEREAS, responding to the abovementioned Invitation to Bid, only the **AGENCY** signified its interest to participate in said bidding process by purchasing bidding documents;

WHEREAS, the submission of bids and bid opening were held on 16 December 2021 at the Gabriela Silang Room, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway, Fort Bonifacio 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 Working Group (TWG) was created to assist the Bids & Awards Committee (BAC) in evaluating the eligibility, technical and financial requirements submitted by the **AGENCY** during the bid opening;

WHEREAS, in view of the TWG 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. 03-2022 on 12 January 2022 had been approved by the Director General;

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 regulations of the **AUTHORITY** aimed at maintaining security and safety at its premises.
2. The **AGENCY** shall 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. For this purpose, the **AGENCY** shall furnish upon the demand of the **AUTHORITY** through the Director IV of the Administrative Service (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 and drug 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 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.
4. 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 any of its guards, **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 any of 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 that 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.

5. The **AGENCY** shall submit to the **AUTHORITY** its Comprehensive Plan within thirty (30) calendar days upon the issuance of the Notice to Proceed which shall be subject for review and approval of TESDA. Detailed in its Security Plan, the **AGENCY** shall state the most practicable system to safeguard and secure the TESDA Complex and its immediate surroundings with licensed/bonded and professionally trained, dependable and efficient Security Guards (SGs), capable of conducting, at the minimum, the basics of security inspections and surveys, intelligence and counterintelligence projects and networking, undercover and surveillance operations and investigative works.
6. The **AGENCY** shall conduct of in-service/seminars/trainings which shall, among others, include:
 - a. Bomb Detection and Investigation
 - b. Other Incidents and Crime Investigation
 - c. Disaster Response and Rescue Operations
 - d. First Aid Techniques
 - e. Traffic Management
 - f. VIP Escort and Security
 - g. FA Proficiency and Marksmanship
7. The **AGENCY** shall secure all ingresses and egresses within the **AUTHORITY**'s premises of all persons or vehicles and things/materials brought-in and out of the TESDA Complex, including the conduct of reasonable checks and legal searches to ensure security and safety of the TESDA facilities, personnel, clientele, visitors and guests against unauthorized persons, vehicles and/or things.
8. The **AGENCY** shall see to it that, when on duty, the SGs are in prescribed uniform with complete accouterments.
9. The **AGENCY** shall provide the following minimum requirements of equipment exclusively for TESDA use only:
 - a. Vehicles – maintained and parked within the Complex
 - i. one (1) unit of four-wheel transport vehicle with siren and not more than ten (10) years old model;
 - ii. two (2) units of motorcycles of not more than five years old model; and
 - iii. two (2) units of bicycles of not more than five (5) years old model.
 - b. Firearms and Ammunitions duly licensed and stocked in a secured armory within the Complex

- i. a minimum of one (1) short firearms (pistol or revolver) issued to each officer and to be supplied to 30% of the total number of SGs with a minimum of three (3) basic loads of ammunition for each and another three (3) basic loads reserved at the armory; and
 - ii. a minimum of fifteen (15) long firearms (M-16 or Shotgun – 12 gauge corresponding to 20% of the total number of personnel with three (3) basic loads of ammunition and another three (3) basic loads as reserve, all in the armory.
 - c. Communications Equipment
 - i. a minimum of two (2) units Radio Repeater with standby power supply;
 - ii. a minimum of one (1) unit of Land Based Radio; and
 - iii. a minimum of one (1) unit Portable Radio issued to each Security Agency officers and SGs with extra battery pack and charger.
 - d. Surveillance Cameras – one hundred twenty-five (125) units of CCTV Cameras with monitor and support peripherals for operation and function, and with memory that can store and retrieve data for a minimum recording of at least one (1) month to be set-up in TESDA facilities in Taguig and Marikina
 - e. Detectors
 - i. a minimum of two (2) units of Walk Through Metal Detectors; and
 - ii. a minimum of twenty-four (24) of Metal Detectors.
 - f. Office Equipment
 - i. a minimum of two (2) units of Office Table;
 - ii. a minimum of two (2) units of Computers with Printers each;
 - iii. a minimum of two (2) units of Digital Cameras;
 - iv. a minimum of one (1) unit of Fax Machine; and
 - v. a minimum of one (1) unit of Electric Fan for each post and fixed security posts.
 - g. Security Peripherals
 - i. a minimum of Riot Shields to be supplied to 50% of the total number of SGs;
 - ii. a minimum of twenty-five (25) units of Rechargeable Lamps;
 - iii. a minimum of eight (8) units of Under Chassis Mirrors;
 - iv. a minimum of one (1) Traffic Vest to be supplied to 30% of the total number of SGs; and
 - v. a minimum of thirty (30) pieces of big Umbrellas.
- 10. The **AGENCY** shall provide K-9 dogs with trained handlers when necessary and/or upon request of the **AUTHORITY** (on call during visits of VIPs).
- 11. The **AGENCY** shall detail security personnel at designated fixed and roving posts on a three (3) 8hrs/day shift to ensure that no trespassing or other illegal activities will happen within the complex and its immediate surroundings.

12. As required by the **AUTHORITY**, the security force to be established by the **AGENCY** shall consist of seventy-nine (79) security guards, four (4) of whom shall be Shift-In-Charge and one (1) shall serve as Detachment Commander for Deployment who shall render service everyday including Saturdays, 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**.
13. The Supervisor of the security guards shall receive instructions regularly from the **AUTHORITY**'s representative (Director IV, AS 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.
14. The **AGENCY** shall compensate the **AUTHORITY** for damages/other liabilities to be incurred or suffered by the **AGENCY** and its personnel arising from or consequent to the **AGENCY**'s failure to perform and comply with its duties and responsibilities provided for in this Contract. Such liabilities shall cause the unilateral action of the **AUTHORITY** to suspend the **AGENCY**'s operations and to terminate the service contract resultant of an investigation and finding conducted by the **AUTHORITY** and as approved by the Director General which is recommended by the Administrative Service and/or Legal Division. The penalty of fine imposed shall be charged to the Performance Security.
15. 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, Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), PAG-IBIG Fund 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.
16. The **AGENCY** shall prepare for necessary implementation Contingency Plans for natural disasters (earthquakes and typhoons), Pandemic, Bombing Incidents, Fire, Curb Disturbances and Riots and other man-made emergencies / eventualities.

B. PERFORMANCE BY THE AUTHORITY

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 following sum of PHILIPPINE PESOS per month payable in two (2) 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-nine (79) security guards computed at the following rate of per guard rendering eight (8) hours of work per day:

SHIFT	NUMBER OF SECURITY GUARD	INDIVIDUAL RATE	MONTHLY RATE
DAY	64	₱24,181.70	₱1,547,628.80
NIGHT	15	₱26,206.93	₱393,103.95

It should be understood that the seventy-nine (79) 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 and 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 starting 1 February 2022 to 31 December 2022 subject to the following:
 - a) The bid price for the duration starting 1 February 2022 to 31 December 2022 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 Twenty-Three Million Three Hundred Sixteen Thousand One Hundred Ninety-Five Pesos and 24/100 (₱23,316,195.24) is good for CY 2022 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 the 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 been served due to pre-termination including penalties.

E. EFFECTIVITY OF CONTRACT

1. This agreement shall commence from 1 February 2022 to 31 December 2022.
2. In case of termination, a fifteen (15) day notice shall be made by the either party subject to the obligations already incurred.

IN WITNESS whereof, the parties hereunto signed this Agreement, this _____ of JAN 28 2022 2022 at MARIKINA CITY.

**TECHNICAL EDUCATION AND SKILLS
DEVELOPMENT AUTHORITY**

**VARIANCE SECURITY
AGENCY CORP.**

By:

By:




SEC. ISIDRO S LAPENA, PhD, CSEE
Director General

SEVERO V. CARIÑO
President/Managing Director

WITNESSES:



DIR. JULIET D. OROZCO
Director IV
Administrative Service



MARIFI PANGILINAN BIALA
Operations Officer

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the Province/City of MARIKINA CITY
this JAN 28 2022 2022 personally came and appeared:

Name	Government Issued ID No.	Issued by
ISIDRO S. LAPEÑA		
SEVERO V. CARIÑO	<u>TIN ID</u>	

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.

This instrument consists of eight (8) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ day of JAN 28 2022 2022
at MARIKINA CITY.

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ATTY. MA. ELENA T. MARALLAG-CAJUCOM
Notary Public
Until June 30, 2022
Appointment No. 20 (2019-2020)
PTR No. 9028774/01-03-2022/Marikina City
IBP Lifetime Member No. 014749/05-26-2016/Cagayan/
Roll. No. 52891
MCLE VI 0028635 valid until 04-14-2022
No. 6 Mariano Arcade, Guntang Street,
Midtown San Roque, Marikina City
Tel. No. 831-25-60
Commission Extended to June 30, 2022
By virtue of the resolution dated 08-20-2021
in B.M. No. 3795