

## CONTRACT FOR SECURITY SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into this 27th day of December 2013 at Taguig City, by and between the:

**TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY**, a national government agency mandated by Republic Act No. 7796 with principal place of business at TESDA Complex, East Service Road, South Luzon Expressway, Taguig City, Metro Manila, Philippines, represented in this Contract by its Director General, **SEC. EMMANUEL JOEL J. VILLANUEVA**, 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 **Twenty Million One Hundred Fifty One Thousand Six Hundred Pesos and 00/100 (Php 20,151,600.00)** being the total Approved Budget for the Contract (ABC) for CY 2014 for the provision of Security Services for TESDA Central Office for CY 2014-2016;

**WHEREAS**, the **AUTHORITY** advertised the Invitation to Bid for the provision of Security Services for TESDA Central Office for CY 2014-2016 in a newspaper of general circulation and posted the same in the PhilGEPS on 19 September 2013;

**WHEREAS**, responding to the abovementioned Invitation to Bid, four (4) prospective bidders signified their interest to participate in said bidding process by purchasing bidding documents, namely: 1) Variance Security Agency Corporation, 2) Urduja Security Services, Inc., 3) Envisage Security Agency, Inc. and 4) Saint Anthony Security and Investigation Agency;

**WHEREAS**, the submission of bids and bid opening were held on 11 October 2013, 2:55 p.m. at the OCSA Conference Room, 2<sup>nd</sup> 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 (b) 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. 16-2013 on 25 October 2013 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 Twenty Million One Hundred Fifty One Thousand Six Hundred Pesos (Php 20,151,600.00) through Board Resolution No. 2013-07 issued on 17 December 2013;

**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, Office of the Chief of Services for Administration, 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** vehicles for roving purposes.
- 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 (70) security guards, three (3) of whom shall be Security Officers 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	7:00 A.M. – 3:00 P.M.	- 24 Security Guards
Second Shift	3:00 P.M. – 11:00 P.M.	- 24 Security Guards
Third Shift	11:00 P.M. – 7:00 A.M.	- 18 Security Guards
Sub-Total		66 Security Guards
		3 Security Officers
		1 Det. Commander
<b>TOTAL Security Man-Count</b>		<b>70</b>

- 8. The Supervisor of the security guards shall receive instructions regularly from the **AUTHORITY's** representative (Director, OCSA or his/her authorized representative for security guards assigned at the Administration Building) i.e., rotating of guards areas 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 governmental 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, 13<sup>th</sup> 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

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 Six Hundred Seventy Nine Thousand Three Hundred Pesos and 00/100 (Php 1,679,300.00) per month payable in two bi-monthly payments, every fifteenth and end of each month provided however, that the above amount represents payments to the **AGENCY** for posting/maintaining seventy (70) security guards computed at the rate of Twenty Three Thousand Nine Hundred Ninety Pesos and 00/100 (Php 23,990.00) per month per guard rendering eight (8) hours per day. It should be understood that the seventy (70) security guards represent body-count/man-count. Payments made by the **AUTHORITY** shall be inclusive of the VALUE ADDED TAX (VAT).
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 multi-year contract good for three (3) years starting CY 2014-2016 subject to the following:
  - a. The Approved Budget for the Contract (ABC) which is Twenty Million One Hundred Fifty One Thousand Six Hundred Pesos and 00/100 (Php 20,151,600.00) is good for CY 2014 only;
  - b. Change in ABC as reflected in the Invitation to Bid shall depend on the issuance of the new Wage Order, increase in taxes and the need for an increase or decrease in the number of security guards.
  - 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 guards or any third person where such injury or death arises out or in the course of the lawful performance of said 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 January 2014 and shall continue in full force and effect until 31 December 2016 subject to the Guidelines in the Procurement of Security and Janitorial Services and Item D (1) hereof.
2. In case of termination, a fifteen (15) day notice shall be made by the either party subject to Item D (3) hereof.

**IN WITNESS** whereof, the parties hereunto signed this Agreement, this 27<sup>th</sup> of December 2013 at Tagnig City.

**TECHNICAL EDUCATION AND SKILLS  
DEVELOPMENT AUTHORITY**

**VARIANCE SECURITY AGENCY  
CORPORATION**

By:

By:

  
\_\_\_\_\_  
**SEC. EMMANUEL JOEL J. VILLANUEVA**  
Director General

  
\_\_\_\_\_  
**SEVERO V. CARIÑO**  
President

WITNESSES:

  
\_\_\_\_\_  
**TITO L. BARTOLOME**  
Chief Administrative Officer  
General Services Division

  
\_\_\_\_\_  
**BONIFACIO L. PLASTINA**  
Detachment Commander

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the Province /City of \_\_\_\_\_ this  
\_\_\_\_\_ 201 personally came and appeared:

Name	Government Issued ID No.	Issued by
EMMANUEL JOEL J. VILLANUEVA	1998-2454	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 \_\_\_\_\_ 201 at  
\_\_\_\_\_.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2014



TECHNOLOGICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY

SIGNATURE

EMMANUEL JOEL J. VILLANUEVA

NAME

1998-2454

EMPLOYEE CODE

TESDA Complex, East Service Road, South Superhighway, Taguig City

**Home Address**

101 Mc Arthur Highway, Bunlo, Bocaue, Bulacan

Residence Tel. No. (044)692-1939

Mobile No. (0918) 803-0721

Blood Type : O

Birth Date : 08/02/1975

Tax Identification No. 201-607-742

GSIS Policy No. 542772

In case of Emergency, Please contact:

Gladys C. Villanueva

101 Mc Arthur Highway, Bunlo, Bocaue, Bulacan

*JJV*  
**EMMANUEL JOEL J. VILLANUEVA**  
**DIRECTOR-GENERAL**







REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS  
LAND TRANSPORTATION OFFICE  
EAST AVE. QUEZON CITY  
**PROFESSIONAL**



LAST NAME, FIRST NAME, MIDDLE NAME

**CARINO, SEVERO VALLO**



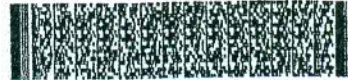
ADDRESS (NO. STREET, CITY, MUN., PROVINCE)  
VIOLETA CMLP1 FELIX AVE STO DOM CAINTA

BIRTH DATE	SEX	HT.(cm)	WT.(kg)	NATIONALITY
1948-02-02	M	165	75	FIL
RESTRICTIONS	CONDITIONS	AGY	EXPIRES	
23		N17	2014-02-02	

LICENSE NO.  
**N14-78-003204**

VIRGINIA TORRES  
ASST. SECRETARY

Feb 15, 2011  
SIGNATURE OF LICENSEE



**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 KGS G V W
8. ARTICULATED VEHICLE 4501 KGS & ABOVE G V W

**II. ORGAN DONATION:**

- ! 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

BB1018527