



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 632-13-01, Website <http://www.deped.gov.ph>



[Signature]
RDP/RA M. DELA CRUZ
LOCKHEED GLOBAL's Witness

PROJECT: Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, DepEd Taguig Facilities, and DepEd NEAP (Rebid)

CONTRACT NO.: 2021-CSSO(001)-BI-CB-001a-C004

CONTRACT

THIS CONTRACT made this 29 day of APRIL 2021 in Pasig City, Philippines, by and between the DEPARTMENT OF EDUCATION, located at DepEd Complex, Meralco Avenue, Pasig City, herein represented by its Undersecretary for Administration, ALAIN DEL B. PASCUA, as per DepEd Order No. 8, s. 2021, hereinafter referred to as "DEPED"; and LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC., located at 7F EU State Tower, 30 Quezon Avenue, Quezon City, Philippines, herein represented by its Authorized Representative, ATTY. MARICAR P. PACIO, hereinafter referred to as "LOCKHEED GLOBAL".

DEPED and LOCKHEED GLOBAL are collectively called "PARTIES."

WHEREAS, DEPED invited bids for the procurement of security services for its facilities and received a lone bid from LOCKHEED GLOBAL; DEPED opened, read, and evaluated the bid of LOCKHEED GLOBAL and declared LOCKHEED GLOBAL as having the single calculated bid for the project; after evaluation, DEPED post-qualified and declared the bid of LOCKHEED GLOBAL as the single calculated responsive bid in the sum of PHILIPPINE PESOS FIFTY MILLION, THREE HUNDRED NINETY-SEVEN THOUSAND, FOUR HUNDRED EIGHTY-FIVE and 40/100 (PhP 50,397,485.40) ONLY, (hereinafter called the "Contract Price") detailed as follows:

Description	Quantity (Security Personnel)	Amount (Philippine Pesos)
DepEd Central Office	60	50,397,485.40
Baguio Teacher's Camp & NEAP, Baguio City	60	
DepEd Taguig Facilities	20	
DepEd Bagabag, Nueva Vizcaya Facility	20	

[Signature]
ATTY. MARICAR P. PACIO
LOCKHEED GLOBAL

[Signature]
MICHAEL M.A. HUELAR
SECURITY OFFICER IV
CENTRAL SECURITY & SAFETY OFFICE
DepEd's Witness

[Signature]
ALAIN DEL B. PASCUA
Department of Education




RODOLFO M. DELA CRUZ
LOCKHEED GLOBAL's Witness


ATTY. MARICAR P. PACIO
LOCKHEED GLOBAL


MICHAEL M.A. HUELAR
SECURITY OFFICER IV
CENTRAL SECURITY & SAFETY OFFICE
DepEd's Witness


ALAIN DEL P. PASCUA
Department of Education

NOW, THEREFORE, PREMISES CONSIDERED, the PARTIES hereby agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Schedule of Requirements; and
 - b. General and Special Conditions of the Contract.
 - ii. LOCKHEED GLOBAL's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and LOCKHEED GLOBAL's conforme thereto; and
 - v. Other contract documents required by existing laws and/or DEPED in the PBD. LOCKHEED GLOBAL agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution shall form part of the Contract.
3. LOCKHEED GLOBAL shall perform the services referred to in this Contract in the designated project sites from 1 May 2021 to 31 December 2021.
4. The services to be rendered under this Contract shall be in accordance with the Scope of Work/Services, Minimum Requirements for Accreditation and Hiring, Deployment Schedule, Equipment Schedule and Specifications, and other requirements indicated in the Project Terms of Reference.
5. LOCKHEED GLOBAL undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from the DEPED, to ensure that it is in force and effect for the whole duration of the Contract and shall remain valid until completion of the services rendered.
6. The Contract Price shall be paid to LOCKHEED GLOBAL in accordance with the following disbursement procedures:


RODORA M. DELA CRUZ
LOCKHEED GLOBAL's Witness


ATTY. MARICAR P. PACIO
LOCKHEED GLOBAL


MICHAEL M.A. HUELAR
SECURITY OFFICER IV
CENTRAL SECURITY & SAFETY OFFICE
DepEd's Witness


ALAIN DEL B. PASCUA
Department of Education



- 6.1. An advance payment not to exceed fifteen percent (15%) of the Contract Price shall be allowed and paid within sixty (60) calendar days from signing of the Contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain valid until the duration of this Contract, and accompanied by a claim for advance payment.
- 6.2. Subject to the recoupment of the advance payment contemplated in the immediately preceding clause, **LOCKHEED GLOBAL** shall be paid on a monthly basis. Billings or requests for payment shall be supported with the documents enumerated under Clause 2.2. of the Special Conditions of the Contract. Billings or requests for payment shall be made every first week of the month.
7. **LOCKHEED GLOBAL** shall be liable for liquidated damages in case of breach of any provisions of this Contract to an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **LOCKHEED GLOBAL**, or collect from any of the securities or warranties posted by **LOCKHEED GLOBAL**, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
8. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the **PARTIES** may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

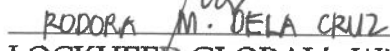
SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
Undersecretary
Department of Education


ATTY. MARICAR P. PACIO
Authorized Representative
Lockheed Global

SIGNED IN THE PRESENCE OF:


MICHAEL M.A. HUELAR
SECURITY OFFICER IV
CENTRAL SECURITY & SAFETY OFFICE
DEPED's Witness


RODORA M. DELA CRUZ
LOCKHEED GLOBAL's Witness

CERTIFIED FUNDS AVAILABLE: 44,797,764.80


M.A. RHUNNA L. CATALAN
Chief Accountant

Chief Accountant

BIDDED AMOUNT PER MONTH	5,599,720.60
Multiply by No. Of Months per Contract (May-December 2021)	8.00
FUNDS AVAILABLE - 2021	44,797,764.80
ONE (1) MONTH SUBJECT TO 2022 FUNDS	5,599,720.60
TOTAL CONTRACT PRICE	50,397,485.40

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY,
Philippines, this APR 29 day of 2021 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

ALAIN DEL B. PASCUA
Authorized Representative
DEPED

ATTY. MARICAR P. PACIO
Authorized Representative
LOCKHEED GLOBAL

SSS ID NO. 01-1643646-1

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 2021;
Page No. 43;
Book No. 5;
Series of 2021.

NOTARY PUBLIC

Kate Uy Rebadolla
KATE UY REBADOLLA

COMMISSION NO. NP-136
NOTARY PUBLIC FOR QUEZON CITY
UNTIL JUNE 30, 2021
8TH FLOOR EU STATE TOWER
30 QUEZON AVE., QUEZON CITY
ATTORNEY'S ROLL NO. 51611/ 05-30-2006
PTR NO. 9349974; 01-13-2021/ QUEZON CITY
IBP LIFETIME ROLL NO: 035422; 03-06-2017; QUEZON CITY

Rodolfo M. De la Cruz
RODOLFO M. DE LA CRUZ
LOCKHEED GLOBAL's Witness

Atty. Maricar P. Pacio
ATTY. MARICAR P. PACIO
LOCKHEED GLOBAL

Michael M.A. Huelar
MICHAEL M.A. HUELAR
SECURITY OFFICER IV
CENTRAL SECURITY & SAFETY OFFICE
DepEd's Witness

Alain Del B. Pascua
ALAIN DEL B. PASCUA
Department of Education

