



LOCKHEED's Witness

PROJECT: Procurement of Security Services for DepEd Central Office, DepEd Taguig City, DepEd Baguio Teacher's Camp, DepEd NEAP and DepEd Bagabag, Nueva Vizcaya

CONTRACT NO.: 2023-CSSO(001)-BI-CB001-C001

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____ 2023 in by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City represented herein by its Undersecretary, **GLORIA JUMAMIL-MERCADO**, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-033 (hereinafter referred to as "**DEPED**"); and **LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES INC.**, represented herein by its Authorized Representative, **MARICAR P. PACIO**, with office address at Unit 704, 7th Floor EU State Tower, 30 Quezon Avenue, Dona Josefa, Quezon City (hereinafter referred to as "**LOCKHEED**"), as per Secretary's Certificate dated 22 November 2022 (hereto attached as Annex "A").

DEPED and **LOCKHEED** are collectively called "**PARTIES.**"

WHEREAS, DEPED invited bids for the procurement of security services, and received a bid from a lone bidder (**LOCKHEED**); **DEPED** opened, read, and evaluated the bid of **LOCKHEED** and declared **LOCKHEED** as having the Single Calculated Bid for the project; after evaluation, **DEPED** post-qualified and declared the bid of **LOCKHEED** as the Single Calculated Responsive Bid in the sum of **PHILIPPINE PESOS SEVENTY-SIX MILLION, ONE HUNDRED EIGHTY-EIGHT THOUSAND, FOURTEEN AND 40/100 (PhP76,188,014.40) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Description	Quantity (Security Personnel)	Amount (in Php)
DepEd Central Office	60	PhP76,188,014.40
DepEd Baguio Teacher's Camp (BTC) and NEAP, Baguio City	60	
DepEd Taguig Facilities	20	
DepEd Bagabag, Nueva Vizcaya Facility	20	

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

DEPED's Witness

MARICAR P. PACIO
LOCKHEED

GLORIA JUMAMIL-MERCADO
DEPED

LOCKHEED's Witness

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:

a. Philippine Bidding Documents (PBD);

- i. Invitation to Bid;
- ii. Instruction to Bidders;
- iii. Bid Data Sheet;
- iv. General and Special Conditions of the Contract;
- v. Schedule of Requirements;
- vi. Technical Specifications; and
- vii. Bid Bulletin No. 1 dated 21 November 2022.

b. **LOCKHEED's** bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract and **LOCKHEED's** conforme thereto; and

e. Other contract documents required by existing laws and/or DepEd in the PBD. **LOCKHEED** agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

DEPED's Witness

3. **LOCKHEED** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **LOCKHEED** is in default of any of its obligations under this contract. **LOCKHEED** shall be responsible for the extension of its performance security and/or undertake 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 until a Certificate of Final Acceptance is duly issued.

4. **LOCKHEED** shall render security services for a period of **12 MONTHS** to commence upon **LOCKHEED's** date of receipt of the Notice to Proceed.

5. **LOCKHEED** shall render security services in accordance with the Terms of Reference (Scope of Services, Minimum Requirements for Accreditation, Deployment Schedule, Equipment Requirements, Qualification Standards for Hiring, and other requirements) which is hereto attached as Annex "B" and made an integral part hereof.

6. **LOCKHEED** shall render services at DepEd Central Office, DepEd Baguio Teacher's Camp (BTC) and NEAP, Baguio City, DepEd Taguig Facilities, and DepEd Bagabag, Nueva Vizcaya. Services rendered to sites other than the aforementioned buildings and facilities without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of

GLORIA JUMAMIL-MERCADO
DEPED

this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be a cause for the termination of the Contract.

7. In case **LOCKHEED** encounters condition(s) impeding timely completion of services, **LOCKHEED** shall promptly notify **DEPED** in writing within **five (5) calendar days** from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. **LOCKHEED** must provide sufficient proof to support any request for work suspension and/or contract period extension.
8. The Contract Price may be paid to **LOCKHEED** on a monthly basis. In accordance with Clause 2.2 of the Special Conditions of the Contract, billings or requests for payment, shall be supported by the following documents:
- Monthly Service Invoice, in triplicate copies, indicating the breakdown and total among being collected;
 - Daily Time Records of Security Officers and Security Guards for the billing period;
 - Monthly Summary Accomplishment Report;
 - Monthly Summary Payroll of Number of Security Posted and Number of Duty Hours rendered;
 - Table of Manning of Security Officers/Guards Daily and per Shift;
 - Photocopy of Security Service Contract with Certified True Copy; and,
 - Monthly Daily Time Record (Biometrics Finger Scan)

LOCKHEED must furnish copy of the above-mentioned documents to DepEd Accounting, the End-user [Central Security and Safety Office], and the Contract Management Division of the Procurement Management Service, Central Office.

Monthly billing for security services rendered (collectable on a monthly basis) may be every first week of the month. Payment shall be made direct to **LOCKHEED'S** bank account number through LDAP – Land Bank of the Philippines.

9. **LOCKHEED** shall be liable to **DEPED** or to any person who incurs injury, damage, or loss of life or property, due to the negligence of **LOCKHEED**, its security officers or employees or representatives, suffered by **DEPED** or any other person during the duration of the Contract.

LOCKHEED shall assume full responsibility and shall promptly reimburse **DEPED** for any losses, damages, and injuries caused to **DEPED**

LOCKHEED's Witness

MARICAR P. PACIO
LOCKHEED

DEPED's Witness

GLORIA GUMAMIL-MERCADO
DEPED

properties and employees, which **LOCKHEED** is bound to secure and protect under the Contract.

10. **LOCKHEED** shall be liable for liquidated damages in 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**, or collect from any of the securities posted by **LOCKHEED**, whichever is convenient to **DEPED**. Once the accumulated 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.
11. 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 Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

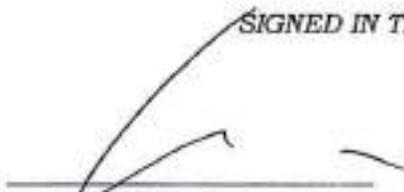
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


GLORIA JUMAMIL-MERCADO
Undersecretary
DEPED


MARICAR P. PACIO
Authorized Representative
LOCKHEED

SIGNED IN THE PRESENCE OF:



DEPED's Witness



LOCKHEED's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 76,188,014.40


MA. RHUNNA L. CATALAN
Chief Accountant
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
Quezon City, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City,
Philippines, this ___ day of MAR 17 2023 2023 personally appeared:

NAME
MARICAR P. PACIO
Authorized Representative
LOCKHEED

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
Drivers License No. N25-14-016170
2032/04/20

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

Doc. No. 043;
Page No. 009;
Book No. E;
Series of 2023.


REBECCA S. FRANCISCO
COMMISSION NO. NP-221 (2023-2024)
NOTARY PUBLIC FOR QUEZON CITY
UNTIL DECEMBER 31, 2024
8TH FLOOR EU STATE TOWER
30 QUEZON AVE., QUEZON CITY
ATTORNEY'S ROLL NO. 61722/05-03-2012
PTR NO. 3716656; 01-03-2023/ QUEZON CITY
IBP LIFETIME ROLL NO. 011385; 01-10-2013; MANILA IV
MCLE COMPLIANCE NO. VII-0025888-01/27/2023

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY,
Philippines, this ___ day of 20 MAR 2023 2023 personally appeared:

NAME

GLORIA JUMAMIL-MERCADO
Undersecretary
Department of Education

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

478518331
DEPARTMENT OF EDUCATION

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

ATTY. ARTURO L. SIOSON, JR.

Notary Public
Appointment No. 65
Until December 31, 2024
RDA No. 64009
IRP No. 2587972 01/03/23, QC.
PTR No. 93210218 01/04/23, Dal.
SCLC Compliance No. VI-002143
Dale 003, A/C Burgundy Empire Tower,
ADB Ave., Ortigas Center, Pasig City

Doc. No. 128 ;
Page No. 10 ;
Book No. V ;
Series of 2023.



LOCKHEED Global Security and Investigation Services, Inc.
 Unit 704, 7th Flr. EU State Tower, 30 Quezon Avenue, Quezon City, 1113 Metro Manila, Philippines
 ☎ Tel No.: (02) 241-2485; Facsimile: (02) 241-2485 * Trunkline No.: 712-0731 loc. 133
 E-mail Address: lockheedg@yahoo.com

SECRETARY'S CERTIFICATE

I, **MARICAR P. PACIO**, a duly elected and qualified **Corporate Secretary** of **LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC.**, a corporation duly organized and existing under and by virtue of the law of the PHILIPPINES, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At a special meeting of the Board of Directors of the said Corporation duly convened and held on 22 November 2022 at which there was a quorum and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

"RESOLVED, that **LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC.** be, as it is hereby authorized to participate in the bidding for the **PROCUREMENT OF SECURITY SERVICES FOR DEPED CENTRAL OFFICE, DEPED TAGUIG CITY, DEPED BAGUIO TEACHER'S CAMP, DEPED NEAP AND DEPED BAGABAG, NUEVA VIZCAYA (2023-CSSO(001)-BI-CB-001)** by the Department of Education (DepEd); and that if awarded the project shall enter into a contract with the DepEd; and in connection therewith hereby appoint **MARICAR P. PACIO**, acting as duly authorized and designated representative of **LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC.**, and as such, is granted full power and authority to do, execute and perform any and all acts necessary and/or to participate, submit the bid and to sign and execute the ensuing contract for the **PROCUREMENT OF SECURITY SERVICES FOR DEPED CENTRAL OFFICE, DEPED TAGUIG CITY, DEPED BAGUIO TEACHER'S CAMP, DEPED NEAP AND DEPED BAGABAG, NUEVA VIZCAYA (2023-CSSO(001)-BI-CB-001)** and represent **LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC.**, in the bidding as fully and effectively with full power of substitution and revocation and hereby confirming all that the said representative shall lawfully do or cause to be done by virtue hereof;

Name	Designation	Specimen Signature	Specimen Initial
MARICAR P. PACIO	Vice-President/ Corporate Secretary		

"RESOLVED FURTHER THAT, LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC., hereby authorizes **MARICAR P. PACIO** to submit the bid proposals (Technical and Financial) and to attend the bid opening of the above-stated bidding for security services.

RESOLVED FURTHER THAT, LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC., hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the **LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC.**, hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the **LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC.**, shall not seek and obtain writ of injunctions or prohibition or restraining order against the BIR or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY THAT, the instant Resolution shall have full force and effect until a contrary Resolution revoking the instant Resolution is passed by the Board of Directors of the Corporation."

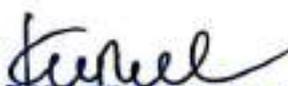
WITNESS the signature of the undersigned as such officer of the said **LOCKHEED GLOBAL SECURITY AND INVESTIGATION SERVICES, INC.**, this NOV 22 2022 day of November, 2022.


MARICAR P. PACIO
 Corporate Secretary

SUBSCRIBED AND SWORN to before me this NOV 22 2022 day of November 2022, at Quezon City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me her Government Identification Driver's License with her photograph and signature appearing thereon, No. N25-14-016170 expiring on 2032/04/20 and her Community Tax Certificate No. CC1201806442842 issued on 1/14/2022 at Quezon City, Philippines.

Witness my hand and seal this NOV 22 2022 day of November 2022.

Doc. No. 226
 Page No. 47
 Book No. 2
 Series of 2022.


NOTE BY HENADULLA
 COMMISSION NO. NP-226 (2021-2022)
 NOTARY PUBLIC FOR QUEZON CITY
 UNTIL DECEMBER 31, 2022
 8TH FLOOR EU STATE TOWER
 QUEZON AVE., QUEZON CITY
 ATTORNEY'S ROLL NO. 51611 / 05-30-2006
 PTR NO. 2446737; 03-07-2002 / QUEZON CITY
 WPLIFETIME ROLL NO. 015622; 01-06-2017; QUEZON CITY
 MCLE COMPLIANCE NO. 71-0020214-06/02/2022





Republika ng Pilipinas

Kagawaran ng Edukasyon

Central Security and Safety Office

DepEd Complex, Meralco Avenue, Pasig City

TERMS OF REFERENCE FOR DEPED CENTRAL OFFICE, DEPED TAGUIG, DEPED BAGUIO TEACHER'S CAMP, DEPED NEAP, AND DEPED BAGABAG, NUEVA VIZCAYA

TERMS OF REFERENCE

I. Scope of Work

The Security Agency shall render maximum security to all persons and properties within the DepEd Buildings, Facilities, and its premises. These include the Department of Education Central Office, Baguio City Teachers Camp, National Educators Academy of the Philippines (NEAP) Baguio City, Taguig and Bagabag Nueva Vizcaya.

The Security Agency must be able to (a) ensure the maintenance of peace and order within the DepEd premises; (b) watch, safeguard and protect the properties of the Department from theft, robbery, arson, pilferage, trespassing, vandalism, destruction, and other unlawful acts committed either any person (c) protect all DepEd officials, employees, visitors, and guests from assault, threat, harassment or intimidation and other criminal acts; (d) enforce and implement policies, rules and regulations of the Department aimed at attaining optimum security; and (e) assist the Management in enforcing visitor and access control procedures, vehicle control procedures, and parking rules and regulations in the designated parking areas.

The Security Agency shall have adequate source of qualified, competent, and reliable security officers and security guards. A pool of regular reserves shall be maintained to provide for a ready replacement of regular guards in cases of absences and emergencies. Furthermore, the Security Agency shall cooperate and assist the Central Security and Safety Office (CSSO) in the implementation of operational policies, regulations, and systems related to the security requirements of the Department.

After the awarding of the contract but prior to its implementation, the Security Agency shall submit to CSSO a list of Security Officers and Security Guards that it intends to deploy in the Department of Education and other Detachments. Enclosed in the said list are the credential requirements of the officers and guards contained in two (2) separate folders (Folder A for original copies and Folder B for photocopies. These security officers and security guards must pass the interview and assessment to be conducted by CSSO Security Officers before their posting in the Department of Education - Central Office and other Detachments.

Only Security Officers and Security Guards who have satisfied the prescribed qualifications hereunder indicated shall be deployed in the DepEd premises, all security

- a. Clearance from the Philippine National Police (PNP), certifying that they have not been convicted them of any crime and that no criminal case is pending against them.
 - b. Certification from the Security Agency that they are of good moral character, proper conduct, and high integrity; non-alcoholic; and not engaged in any illegal activity.
 - c. Certified true copy of their respective current licenses.
 - d. Certified true copies of the result of neuro-psychiatric exam and drug test conducted and issued by the Philippine National Police and/or Department of Health accredited laboratory/clinic.
3. The Security Agency shall conduct a briefing with the Security Guards before their deployment to specific assignments concerning among others, their wages, other benefits, and all pertinent instructions relevant to the performance of their duties in the presence of a representative from the CSSO. The Security Agency shall likewise be responsible for providing for and discussing the specific Post Duties and Responsibilities (PDR) to every individual guard prior to their deployment to any specific post. The Security Agency will ensure that a printed copy of this PDR will always be present in any post as a reference and reminder subject to the inspection of representatives of the CSSO.
4. Security Guards previously engaged by the former security agency maybe allowed to be hired by the new security agency provided that the said guards are recommended and approved for hiring by the CSSO.
5. The Security Agency shall undertake a reshuffling of Security Guards from post to post at least every month or upon recommendation of CSSO to mitigate the risks of undue familiarization. On the other hand, some Security Guards will be retained in his/her post due to the familiarization of security areas and for counter-intelligence operations.
6. As authorized by the Secretary of the Department of Education, the CSSO shall oversee the implementation of the security service contract with the Security Agency and all assignments and/or deployments shall first be duly approved by CSSO Deputy Chief or a designated representative.
7. In the presentation of assignments and/or deployments of Security Guards to be detailed, the Security Agency shall provide an updated bio-data and latest full body picture in a complete uniform of each individual, if not previously submitted. The presentation of roster must be submitted not less than forty-eight (48) hours before the end of each month in compliance with the rule on a monthly rotation of deployment of Security Guards.
 - a. After the approved assignment and/or deployment, the Security Agency shall issue a Duty Detail Order (DDO) for every Security Guard indicating therein the name of the guard, the type of issued firearms, the particular post, and the inclusive dates and duration within which the Security Guard shall render the service.

- b. Security Guards shall present his individual DDO to CSSO representative on duty before assuming the respective post.

In case of replacement of guards from a certain post, a Recall Order for the outgoing Security Guard shall likewise be presented to CSSO representative along with the DDO of the incoming Security Guard. In no case shall a Security Guard assume post without the presentation of DDO and Recall Order to the concerned CSSO representative on duty.

Security Agency must adhere to the instruction of CSSO to replace the Security Guards with those acceptable to CSSO. Replacements should take into effect as requested by the CSSO even with a verbal instruction then followed by a written recommendation within twenty-four (24) hours.

8. The Security Guards assigned and/or deployed shall be under the strict supervision of the Security Agency. CSSO, however, shall have the right to conduct spot inspections on the performance of Security Guards at any time. This right shall in no way diminish the liability of nor absolve the Security Agency and the Security Guards of their obligations to the Department of Education under this Contract. The Security Agency shall be liable for all the acts of commission and omission of its Security Guards.
9. The Security Guard assigned are/or deployed shall provide additional services related to their work when so requested by the CSSO, such as armed escort services and the like. Moreover, the Security Agency shall have a pool of reserved guards to ensure the presence of adequate relievers when the need arises.
10. In the matter of discipline, performance and/or breach by the Security Guards of the Code of Conduct, as per IRR of R.A. 5487 as amended, Department of Education issuances, rules and regulations, Omnibus Rules on Safety and Security and other related laws, the Security Agency shall submit the corresponding incident report and periodic assessment to be submitted before the 15th and end of each month to the CSSO.
11. The Security Agency shall equip and provide each Security Guard with the proper and complete uniform, logbook for recording of all matters pertaining to the safety and security within the area guard is deployed.

The Security Agency shall likewise provide a service motor vehicle, with adequate fuel allocation and driver in the conduct of inspection and/or emergencies on a 24/7 basis.

12. The Security Agency shall, jointly or severally, with its Security Officers and Security Guards, be liable to the Department of Education or to any persons, for any injury, damage, or loss of property suffered by them within the security coverage of the Security Agency as a result of, but not limited to assault, arson, theft, robbery, pilferage, trespass, mischief, or any unlawful act, or negligence.
13. The Security Agency shall be duly represented in the investigation which will be conducted by CSSO to determine whether or not the Security Agency was at fault,

negligent, or did not exercise due diligence required under the circumstances to prevent or minimize injury, damage, or loss of property.

Absence of representatives from the Security Agency, despite notice, will not preclude CSSO from proceeding with the investigation.

If the investigation to be conducted involves offenses allegedly committed only by DepEd Employees, CSSO may still notify the Security Agency of the investigation being conducted.

14. The Security Agency shall submit a monthly security assessment to CSSO including its findings and recommendations not later than the 10th of the following month.
15. The Security Agency shall conduct Mid-Year and Year-End Security Site Audits of all locations outside the Central Office with at least two (2) representatives from CSSO to ensure the high quality of service being rendered and collect pertinent ground information for the continuous improvement and enhancement of safety and security provisions.
16. The Security Agency shall assume full and exclusive obligation to pay the mandated wage provided for by laws to its Security Guards assigned to the Department of Education under the Contract, including claims and other compensation as may be legally due to Security Guards, such as withholding taxes on salaries, SSS premiums, PhilHealth and the like.

The Security Agency shall submit to the Department of Education a certified true copy of the payroll and any other documents evidencing payments of salaries to the security guards.

In case the Security Agency pays each security guard below the minimum wage and fails to remit to the proper government offices the required contributions of the security guards, the Department of Education is hereby authorized to withhold the payment due to Security Agency the amount corresponding to the difference between the amount paid and the prescribed minimum wage and/or the required contributions of the Security Guards.

Transportation Fees, Meal Allowances, and Accommodation for Security Officers and Security Guards for the said Security Audits shall be provided by the Security Agency.

17. All costs related to mobilization, demobilization, and supervision of guards shall be borne by the Security Agency.
18. The Security Agency shall pay taxes in full and on-time. In addition, the Security Agency under obligation to regularly present, within the duration of the contract, the business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR).
19. Security Agency shall have full responsibility for storing equipment and supplies used in connection with work. DepEd may provide support, if necessary and available.

VII. Security Personnel Equipment

1. Complete uniforms are to be provided by the Service Provider for its security personnel.
 - a. Reflectorized hand gloves and strap-on torso jackets for security guards assigned at entrances/gates, roving, and other common areas.
 - b. For SG/SO, three pairs of uniform prescribed by RA 5487 and its 2003 IRR (new SOSIA Memo on the uniform) with complete paraphernalia such as nightstick/baton, whistle, synchronized timepiece, writing pen, notebook and duty checklist, flashlight, first aid kit, and service firearm. Those guards that will not be wearing the required duty uniform, will wear barong long sleeves.
 - c. Other equipment and materials that may be identified later which are needed for the security operation.

Service Provider shall provide the client with a list of all uniform items provided to each security officer assigned to the project/area.

2. In no case or instance that the SG/SO are allowed to wear civilian attire or even smart casual during its tour of duty.

VIII. Management and Supervision of Security Services (Security Rules and Guidelines)

The security guards shall, at all times, in the performance and discharge of its duties and responsibilities, be guided by the provisions of the Code of Conduct / Ethics and General Orders in accordance with the Private Security Agency Law (R.A.5487), as amended; including the Policies, Rules and Regulations of the Department of Education on Security and Safety measures.

IX. Terms of Payment and Reportorial Requirements as Supporting Documents for Payment of Security Services

1. Monthly Billing for security services rendered, (Collectable Monthly Basis) - every first week of the month direct payment to client bank account number thru LDAP - Land Bank of the Philippines.
2. Monthly Service Invoice indicated the amount of total breakdown collectible in triplicate copies.
3. Monthly Daily Time Record of Security Officer & Security Guards
4. Monthly Summary Accomplishment Report
5. Monthly Summary Payroll of Number of Security Posted and Number of Duty Hours rendered.

6. Manning of Security Officers/Guards Daily and per Shift
7. Photo Copy of Security Service Contract with Certified True Copy
8. Monthly Daily Time Record (Biometrics Finger Scan)

X. Performance Surveys

1. CSSO shall have the right to evaluate the performance of the Security Officer and Security Guards assigned by the Security Agency at any time in order to determine the quality and acceptability of the service being rendered for DepEd.
2. CSSO shall have the right to conduct regular performance evaluations in accordance with the standards set forth in order to ensure the high quality of service being rendered for the safety, security, and protection of DepEd assets and personnel.

X. Performance Security

1. To guarantee the faithful performance of the obligations and services required under this Agreement, the Security Agency shall, prior to the execution of this Agreement, post in favor of DepEd a Performance Security in the form of Cash, Manager's/Cashier's check in the amount equivalent to five (5%) percent of the total contract price, or, in the form of a bank draft/Guarantee issued by a reputable universal or commercial bank in the amount equivalent to five (5%) percent of the total contract price, or, in the form of a Surety Bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in the amount equivalent to thirty (30%) percent of the total contract price.
2. In the event that the performance security posted by the Security Agency shall be deemed inadequate or otherwise unacceptable by DepEd, DepEd shall have the right to require the Security Agency to post a performance security in such form and amount as determined by DepEd and allowed under existing laws and regulations.
3. The Performance Security shall be released to the Security Agency within thirty (30) days from the end of the term of the Agreement and upon the certification of DepEd that the Security Agency has faithfully and completely performed its obligations under this Agreement. The Performance Security shall answer for any damage DepEd may suffer by reason of the Security Agency's default of any of its obligations and/or breach of the terms and conditions of this Agreement and shall likewise guarantee payment for any loss, damage or injury that may be caused by the Security Agency to DepEd, its officers, employees, clients, and guests.
4. The Performance Security shall be forfeited in favor of DepEd in the event it is established that the Security Agency is in default, committed breach of its obligation under this Agreement and/or failure to comply with any of the terms and conditions of this Agreement. Any changes made in the Agreement shall in no way annul, release or affect the liability of the Security Agency and the surety.

XII. Liquidated Damages and Litigation Expenses

1. The Security Agency shall be liable for payment of liquidated damages in case of breach of any provisions of the Agreement. The amount of liquidated damages shall be at least equal to one-tenth of one per cent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Agreement, DepEd shall rescind the Agreement, without prejudice to other courses of action and remedies open to it.
2. In the event that DepEd or any of its officers, employees or agents, is sued due to the Security Agency's failure to comply with any law, rule or regulation pertaining to the Security Agency's personnel, the Security Agency shall reimburse DepEd for the expenses it shall incur in relation to the said suit, including attorney's fees, cost of the suit and other litigation and incidental expenses immediately upon demand by DepEd. In the event DepEd incurred damages by reason of the negligence or willful misconduct of the Security Agency or its assigned security guards, the Security Agency shall also be liable for such damages.

XIII. Special Provisions of the Contract

1. The security requirement may be increased or decreased as the CSSO may require from time to time, based on necessity. CSSO may further request for changes or relief of Security Guard assigned and/or deployed to the Department of Education by giving due notice to the Security Agency which the later agrees to take into effect within 12 hours from the receipt of the instruction from CSSO.
2. The Security Agency shall submit to CSSO quarterly listings of all statutory deductions such as SSS premiums, PhilHealth and Pag-ibig remitted for the guards assigned and/or deployed to the Department of Education duly machine validated.
3. The Security Agency shall secure all necessary government permits and licenses for the performance of their services.
4. All Security Guards and Security Officers who are on Official Tour of Duty posted in the DepEd Detachment, covered by this contract, are entitled to Government mandated benefits when ordered by authority, such as, but not limited to Hazard Pay, Allowances, etc., according to the Law and subject to the rules of COA and Accounting Rules and Regulations.
5. The Security Agency shall be liable to the Department of Education for any stoppage or interruption of work in the services to be provided due to labor cases or problems.
6. Security Guards are not employees of the Department of Education but of the Security Agency. Hence, no employer-employee relationship exists between the Department of Education and the Security agency.

The Security Agency hereby expressly agrees and binds itself that the Department of Education shall be protected and absolved from any labor case or problem as the same shall be fully assumed solely and exclusively by the Security Agency.

In case suit, where the Department of Education is impleaded as an indirect employer, the Security Agency shall hold the Department of Education free from any liability arising thereof and defend and protect the Department of Education's interests therein.

7. CSSO shall conduct an orientation with Security Guards concerning among others the policies, rules and regulations to be implemented.
8. The Security Agency shall have no right to assign or otherwise transfer in any manner whatsoever of its right, interest, and obligation under this Contractor or any part thereof without the prior written approval of CSSO. Should the Department of Education suffer damages by reason of delay and/or violation of any of the conditions of the contract, the winning bidder shall, in addition, be held liable for Twenty-Five Percent (25%) of the contract value as liquidated damages aside from Attorney's Fee, Cost of Suit and the actual damages.
9. All Security Guards shall undergo a drug test at least once a year in accredited PNP Drug Test Center or as required by CSSO.
10. The Security Agency shall provide the additional equipment as required under the List and Technical Specification of Equipment's Requirements and List/numbers and Signage Text Content per Site for enhanced screening surveillance, monitoring, and other plans and programs for the safety and security of the Department of Education. All equipment listed therein shall be used under the sole discretion of CSSO and shall be turned over completely to the Department of Education upon the termination of this Contract.
11. No verbal agreement or conversation with any official, employee or agent of the Department of Education, either before and after the execution of the Contract shall affect or modify any of the terms of obligations obtained in the Contract.
12. The Security Agency shall not during the period of its security service contract or at any time thereafter, use or disclose any person or entity, any information, derogatory or otherwise, concerning the affairs and activities of the Department of Education which the members of the Security Agency may have acquired by reason of their assignment and/or deployment with the Department of Education.
13. The Security Agency shall arrange monthly coordination meetings with CSSO to discuss any issues and concerns and give regular feedback regarding the performance of Security Guards assigned and/or deployed in the Department of Education.
14. Surprise visits by the inspectors of the Security Agency shall be made regularly to make the company's monitoring and control of its guards' activities more effective and efficient.

15. Security Agency must provide seminars and training on personal security awareness and disaster preparedness coordination for both security personnel and employees of the Department of Education,

16. Furnish trained, qualified and armed personnel within agreed turn-around time as required by the client. Security and safety shall be continuous and consistent 24/7 regardless of weather conditions, threatened strikes, and other hazards.

XIV. Termination

1. The contract shall terminate at the lapse of period or duration in accordance with the Security Contract.
2. The Department of Education, however, shall have the right to terminate this Contract at any time, within thirty (30) days upon prior notice to the Security Agency under any or all the following circumstances:
 - a. Violation of Terms and Conditions of this Contract by the Security Agency;
 - b. Failure of the Security Agency to comply with the provisions of R.A. 5487 as amended, P.D. 442, as amended and other related laws;
 - c. Violation of the Omnibus Rules on Safety and Security and Special Operating Procedures (SOP) on Blue Guards by the Security Agency and its Security Guards.



Republika ng Pilipinas
Kagawaran ng Edukasyon
Central Security and Safety Office
DepEd Complex, Meralco Avenue, Pasig City

QUALIFICATION STANDARDS FOR HIRING SECURITY OFFICERS AND SECURITY GUARDS

QUALIFICATION STANDARDS

I. Security Officers

- a. Bachelor's degree relevant to the work;
- b. Five (5) years of work experience as Security Officer, ex-serviceman or equivalent, not dishonorably discharged or separated from the service and capable of assimilating written and/or oral instructions in English and/or Filipino and can render intelligence reports in English and/or Filipino;
- c. Good moral character and reputation, courteous, alert and without criminal or police record;
- d. Physically and mentally fit and not less than thirty (30) or more than fifty (50) years of age and at least five feet and five inches (5'5") in height;
- e. In proper uniform (Polo Barong), armed with .9mm with firearms license and with sufficient ammunition (24 rounds with 3 magazines) at all times during his tour of duty;
- f. Duly licensed by the Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) as a security officer and properly screened and cleared by the PNP and other government offices issuing clearances for employment.

II. Security Guards

- a. At least finished Second Year Level in College with 72 units or a graduate of K-12.
- b. Two (2) years of experience as Security Guard and capable of assimilating written and/or oral instructions in English and/or Filipino and can render intelligible reports in English and/or Filipino;

- c. Good moral character and reputation, courteous, alert and without criminal or police record;
- d. Physically and mentally fit and not less than twenty-two (22) or more than forty-five (45) years of age and at least five feet and four inches (5'4") in height;
- e. Duly licensed by the Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) as a security guard and properly screened and cleared by the PNP and other government offices issuing clearances for employment;
- f. In proper uniform as prescribed by Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) armed with .9mm with firearms license and with sufficient ammunition (24 rounds with 3 magazines) at all times during his tour of duty.