



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

CONTRACT NO.: 2024-AdmS7(001)-BVI-CB002b-C102

CONTRACT

THIS CONTRACT made and entered into this APR 30 2024 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA** (hereinafter referred to as "**DEPED**"); and **D'ARM SECURITY SPECIALIST & INVESTIGATION AGENCY, INC.**, represented herein by its Authorized Representative, **JAY AR J. LLAMASARES**, with office address at 155 Filinvest II Road Brgy. Batasan Hills, Quezon City (hereinafter referred to as "**DASSIA**"), as per Omnibus Sworn Statement dated 23 February 2024 (hereto attached as Annex "A").

DEPED and **DASSIA** are collectively called **PARTIES**.

WHEREAS, **DEPED** invited bids for the Security Services consisting of two (2) lots, and received bids from four (4) bidders for Lot No. 2; **DEPED** opened, read, and evaluated the bids and declared **DASSIA** as having the Lowest Calculated Bid for Lot No. 2; after evaluation, **DEPED** post-qualified and declared the bid of **DASSIA** as the Lowest Calculated Responsive Bid for Lot No. 2 in the sum of **PHILIPPINE PESOS SIX MILLION, TWO HUNDRED NINETY-THREE THOUSAND, FIVE HUNDRED FORTY-FOUR and 68/100 (Php6,293,544.68) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Amount (Php)
2	Procurement of Security Services for DepEd Nasuli, Malaybalay, Bukidnon	6,293,544.68

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.
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:

[Signature]
 DASSIA's Witness

[Signature]
 JAY AR J. LLAMASARES
 DASSIA

[Signature]
 ROBERT M. MARTIN
 Director IV
 Administrative Service
 DEPED's Witness

[Signature]
 ATTY. MICHAEL WESLEY T. POA
 DEPED


- a. Resolution to Award No. **2024-AdmS7(001)-BVI-CB-002b** dated April 9, 2024;
- b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Terms of Reference; and
 - iv. Bid Bulletin No. 1 dated February 19, 2024;
- c. **DASSIA's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **DASSIA's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **DASSIA** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

3. **DASSIA** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **DASSIA** is in default of any of its obligations under this Contract. **DASSIA** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the Contract.

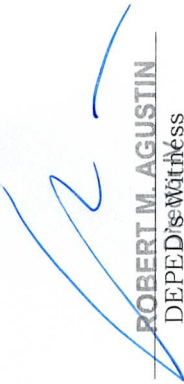
4. The services referred to in this Contract shall be rendered by **DASSIA** at **DepEd Nasuli, Malaybalay, Bukidnon** within **NINE (9) MONTHS** from **receipt of the Notice to Proceed (NTP)**. **DASSIA** shall ensure that the required services will be rendered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel is a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Section 9 of this Contract.

5. The services to be rendered by **DASSIA** must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, and must be in accordance with the Scope of Services as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **DASSIA's** submission,


 AR. LLAMASARES
 DASSIA's Witness


 JAY AR. LLAMASARES
 DASSIA


 ROBERT M. AGUSTIN
 DEPED's Witness
 Administrative Service


 ATTY. MICHAEL WESLEY T. POA
 DEPED

as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **DASSIA**'s submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

6. In case **DASSIA** encounters condition(s) impeding timely performance of the required services, **DASSIA** 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. **DASSIA** must provide sufficient proof to support any request for work suspension and/or contract period extension.

7. The Contract Price shall be paid to **DASSIA** in accordance with the following disbursement procedures:

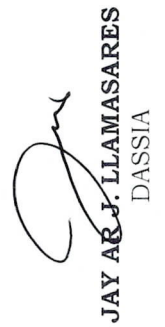
- a. **DASSIA** may submit a request for payment based on the following:
 - i. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract; and
 - ii. Certification by **DASSIA**, duly signed and dated by the authorized representative of **DEPED** indicating that the services have been rendered in accordance with the Contract.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

b. Payment shall be made to **DASSIA** within 60 days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:

- i. Monthly Billing for security services rendered, (Collectable Monthly Basis) – every first week of the month direct payment to client bank account number thru LDDAP – Land Bank of the Philippines;
- ii. Monthly Service Invoice, in triplicate copies, indicating the breakdown and the total among being collected;
- iii. Daily Time Records of Security Officers and Security Guards for the billing period;
- iv. Monthly Summary Accomplishment Report;
- v. Monthly Summary Payroll of Number of Security Posted and Number of Duty Hours rendered;
- vi. Table of Manning of Security Officers/Guards Daily and per Shift;
- vii. Photocopy of Security Services Contract with Certified True Copy; and


ROBERT M. AGUSTIN
Director IV
Administrative Service
DEPED's Witness


JAY AR. J. LLAMASARES
DASSIA



ROBERT M. AGUSTIN
Director IV
Administrative Service
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

DASSIA must furnish a copy of the above-mentioned documents to DepEd Accounting, End-user (Central Security and Safety Office) and the Contract Management Division of the Procurement Service, Central Office.


DASSIA's Witness

8. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.


JAY AR J. LLAMASARES
DASSIA

9. **DASSIA** shall be liable for liquidated damages in an amount equal one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **DASSIA**, or collect from any of the securities posted by **DASSIA**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 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.

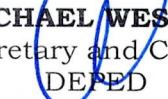


ROBERT M. AGUSTIN
Director IV
Administrative Service
DEPED's Witness

10. 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 Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.


ATTY. MICHAEL WESLEY T. POA
DEPED


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.

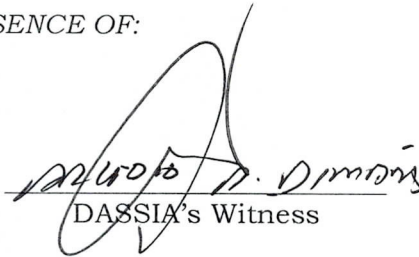
SIGNED, SEALED AND DELIVERED BY:


ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED 


JAY AR J. LLAMASARES
Authorized Representative
DASSIA

SIGNED IN THE PRESENCE OF:


ROBERT M. AGUSTIN
Director IV
Administrative Service
DEPED's Witness


MARLO D. DIMONIA
DASSIA's Witness

CERTIFIED FUNDS AVAILABLE: PHP 6,293,544.68


MA. RHUNNA L. CATALAN
Chief Accountant
Chief Accountant  

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 APR 30 2024 personally appeared:

NAME
ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

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

Dep ED ID No.
60-827125-2

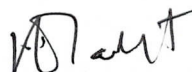
Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages including 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. 20;
Page No. 5;
Book No. I;
Series of 2024.


ATTY. RYAN ANTHONY S. MALIT
Notary Public for Pasig City
Until December 31, 2025
Commission No. 113 (2024-2025)
Roll of Attorneys No. 72135
PTR No. 10079081 / 01-04-2024 / Makati City
IBP No. 397934 / 01-4-2024 / Bulacan
MCLE Compliance No. VII-0004346/April 14, 2025
Unit 1609, Medical Plaza Ortigas, 25 San Miguel Avenue
Brgy. San Antonio, Pasig City

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 _____ 2024 personally appeared:

APR 30 2024

NAME

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

JAY AR J. LLAMASARES
Authorized Representative
DASSIA

DL No.
N02 - 06 - 006830
8/11/2032

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 seven (7) pages including this page on which this acknowledgment is written and signed by the party hereto.

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Malit
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