



Republic of the Philippines
Department of Education



DepEd Complex, Meralco Avenue, Pasig City, Philippines
633-7208/633-7228/632-1361 636-4876/637-6209 www.deped.gov.ph

PROCUREMENT MANAGEMENT SERVICE-CONTRACT MANAGEMENT DIVISION/PROCUREMENT MANAGEMENT SERVICE-CONTRACT MANAGEMENT DIVISION-PROCUREMENT MANAGEMENT SERVICE-CONTRACT MANAGEMENT DIVISION-PROCUREMENT MANAGEMENT SERVICE-CONTRACT MANAGEMENT DIVISION

CONTRACT OF CONSULTANCY SERVICES

PROJECT : **Hiring of 2 Consultants (Professional Electrical Engineer Consultant and Plumbing/Sanitary Engineer Consultant)**

CONTRACT NO: **2019-07-AdmS4(030)-BIV-NPHTC022-C019**

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made this 25 day of OCT 2019 2019 in QUEZON CITY City, Philippines, by and between:

The **DEPARTMENT OF EDUCATION (DepEd)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Administration, **ALAIN DEL B. PASCUA**, hereinafter referred to as the "**Procuring Entity**";

-and-

ENGR. CESAR S. BRAVO, of legal age, Filipino and with residence and postal address at No. 10 Capetown St., Vista Real Classica, Batasan Hills, Quezon City, Philippines, hereinafter referred to as the "**Consultant**";

-WITNESSETH-

WHEREAS, the **Procuring Entity**, through its Education Facilities Division (EFD), engages the services of the **Consultant** pursuant to the approved Resolution No. 2019-07-AdmS4(030)-BIV-NPHTC-022, of the Bids and Awards Committee IV, to hire highly technical consultant, i.e., a Professional Electrical Engineer. The **Consultant** shall perform works that cannot be perform by regular personnel of the **Procuring Entity**.

NOW THEREFORE, it is hereby agreed as follows:

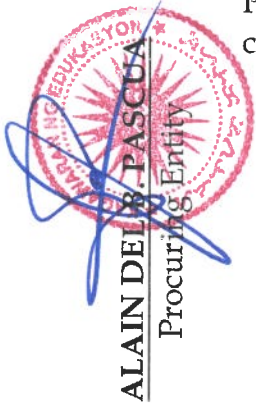
I. DURATION OF ENGAGEMENT

This Contract shall be for the duration of **six (6) months from the date of the receipt of the Notice to Proceed (NTP)** by the **Consultant**. Extension of the period may be allowed on reasonable grounds as determined by and/or subject to the approval of the **Procuring Entity**; provided, that the extension shall be at no additional cost to **Procuring Entity**.


CESAR S. BRAVO
Consultant


LUIS C. PURISIMA, JR.
Witness


ANNABELLE R. PANGAN
Witness


ALAIN DEL B. PASCUA
Procuring Entity

II. CONSULTANT'S RESPONSIBILITY

- a. Diligently devote his professional knowledge, training, expertise and skills in the employ of the **Procuring Entity**; and in the performance of his obligations and responsibilities herein, to at all times remain faithful and responsive to the constitutional, legal, and organizational mandates and interests of the **Procuring Entity** as a government institution;
- b. Review/update/recommend plans and specifications, of electrical plans, compliant with the latest Philippine Electrical Code; and ensure that the electrical plans are compliant with said Electrical Code stated herein;
- c. Sign and seal electrical plans for infrastructure projects to be implemented by the **Procuring Entity**;
- d. Conduct necessary ocular inspection of existing and proposed electrical connections of office and school buildings needing preferential attention and submit reports/proposals/recommendations within three (3) days after the conduct of inspection;
- e. Provide assistance to the **Procuring Entity** field offices through the EFD in the resolution of issues on electrical aspects;
- f. Submit monthly report of accomplishment to the **Procuring Entity** through the EFD; and
- g. Perform such and other related duties that may be assigned from time to time by the **Procuring Entity**.

III. TERMS OF REFERENCE

The **Consultant** shall execute his duties and responsibilities as stated in Clause II of this Contract and shall submit the following expected deliverables or outputs:

- a. Updated electrical plans and specifications in accordance with the latest Philippine Electrical Code;
- b. Signed and sealed electrical plans for all DepEd implemented infrastructure projects;
- c. Electrical Inspection reports with necessary recommendations and appropriate actions; and
- d. Technical assistance to the **Procuring Entity**, through the Education Facilities Division (EFD), in the resolution of issues on the field of electrical aspects.

IV. PAYMENT

The **Procuring Entity** will pay, subject to government accounting and auditing rules and regulations, the services of the **Consultant** in the amount of **Fifty-Four Thousand Three Hundred Twenty-Two**


CESAR S. BRAVO
Consultant


LUIS G. PURISIMA, JR.
Witness


ANNABELLE R. PANGAN
Witness


ALAIN DELA PASCUA
Procuring Entity

Pesos and 00/100 (PhP54, 322.00), to be paid every last day of each month, subject to applicable withholding tax and submission of accomplishment report and other documents required by the government accounting and auditing rules and regulations to justify payment;


CESAR S. BRAVO
Consultant

V. INTELLECTUAL PROPERTY RIGHTS

All deliverables, studies, reports or other materials, prepared and/or submitted by the **Consultant** for or to the **Procuring Entity**, including the intellectual property rights thereto, shall belong to and remain the exclusive property/properties of the **Procuring Entity**. The **Consultant** holds the **Procuring Entity** free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties relative to the deliverables, studies, reports or other materials, prepared and/or submitted by the **Consultant**. Immediately upon completion or termination of this Contract, the **Consultant** shall return all copies, files, materials, and any other property in his possession that belong or relate to the interest of the **Procuring Entity**.


LUIS G. PURISIMA, JR.
Witness

VI. LIQUIDATED DAMAGES


If the **Consultant** fails to satisfactorily perform the Services within the period(s) specified in the Contract inclusive of duly granted time extensions, if any, the **Procuring Entity** shall, without prejudice to its other remedies under the Contract and under applicable laws, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until the actual performance by the **Consultant**. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum deduction is reached, the **Procuring Entity** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available to the **Procuring Entity**.



ANNABELLE R. PANGAN
Witness

VII. SETTLEMENT OF DISPUTES

The **Procuring Entity** and the **Consultant** shall make every effort to resolve amicably, and by mutual consultation, any and all disputes or differences arising between them in connection with the implementation of this Contract.

Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines, in accordance with the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." Provided, however, that by mutual


ALAIN DELA PASCUA
Procuring Entity



agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

VIII. CONFIDENTIALITY

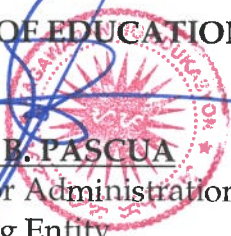
The **Consultant** acknowledges that this contract is dependent on the trust and confidence reposed on him by the **Procuring Entity**. He also acknowledges that, in the course of carrying out his duties under this Contract, he may receive, be furnished with, or become privy to confidential matters concerning the transactions of the **Procuring Entity** and/or sensitive discussions with or between **Procuring Entity** official (the "Confidential Information"). The **Consultant** shall not use any Confidential Information acquired under this Contract, during and even after the duration of the Contract without the express written consent of the **Procuring Entity**.


IX. EMPLOYER-EMPLOYEE RELATIONSHIP

It is understood that this Contract does not create an employer-employee relationship between the **Procuring Entity** and the **Consultant**, that the services rendered hereunder are not considered and will not be credited as government service; and that the **Consultant** is not entitled to benefits enjoyed by regular personnel of the **Procuring Entity**, unless otherwise provided by law.

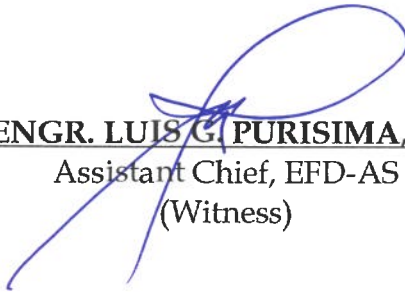
IN WITNESS WHEREOF, both parties have hereunto set their hands this _____ day of OCT 25 2019, 2019 at QUEZON CITY, Philippines.

DEPARTMENT OF EDUCATION:


ALAIN DEL E. PASCUA
Undersecretary for Administration
Procuring Entity


CESAR S. BRAVO
Consultant

Signed in the presence of:


ENGR. LUIS G. PURISIMA, JR.
Assistant Chief, EFD-AS
(Witness)


ENGR. ANNABELLE R. PANGAN
Chief, EFD-AS
(Witness)

CERTIFIED FUNDS AVAILABLE: ₱325,932.00


MA. RHUNNAL CATALAN
Chief Accountant

ACKNOWLEDGEMENT

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

CESAR S. BRAVO
Consultant

BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared the following:

USEC. ALAIN DEL B. PASCUA Passport: EC7146422 March 17, 2021

ENGR. CESAR S. BRAVO PRC ID No. 0003321 Issued on May 15, 2003/
(PEE) PRC Manila;
Valid until April 09, 2021

LUIS G. PURISIMA, JR
Witness

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument, consisting of five (5) pages including this page wherein this acknowledgement is written, is signed by the parties and their instrumental witnesses on each and every page hereof.

ANNABELLE R. PANGAN
Witness

WITNESS MY HAND AND SEAL, this OCT 25 2019 at _____, Philippines.

QUEZON CITY

NOTARY PUBLIC
Until December 31, _____

Concepcion P. Villarena

ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323642 - 1-03-2019/ QC
IBP No. AR14480591 - 12-17-2018/ QC
Roll No. 30457 - 05-09-80
MCLE 5-0012536 - 12-21-2015
Adm. Matter No NP 270 (2018-2019)

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ALAIN DEL B. PASCUA
Procuring Entity