



Republic of Philippines
Department of Education

Deped Complex, Meralco Avenue, Pasig City, Philippines
Trunk Line (02) 632-13-61; Website <http://www.deped.gov.ph>



Joseph Mark R. Aquino
JOSEPH MARK R. AQUINO
CONSULTANT

PROJECT : Procurement of ICTS Consultant – Networking and Cyber Security
CONTRACT NO. : 2019-09-ICTS1(003)-BIV-NPHTC052-C022

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this ____ day of _____ 2019 in Pasig 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, herein represented by its Undersecretary for Administration, **ALAIN DEL B. PASCUA**, as per DepEd Order No. 67, s. 2016 hereinafter referred to as the "**PROCURING ENTITY**"; and **MR. JOSEPH MARK R. AQUINO**, of legal age, Filipino and with residence and postal address at No. 34 W Vinson St., Agelor Triangle, BF Homes, Parañaque City, Philippines, hereinafter referred to as, the "**CONSULTANT**";

WHEREAS, the **PROCURING ENTITY**, through the Information and Communications Technology Service (ICTS), pursuant to the approved Resolution to Hire Consultant No. 2019-09-ICTS1(003)-BIV-NPHTC-052 on the hiring of highly technical consultant as ICTS Consultant for Networking and Cyber Security, who shall perform work that cannot be performed by regular personnel of the **PROCURING ENTITY**, engages the services of the **CONSULTANT** for the aforementioned purpose.

WHEREAS, the **CONSULTANT** complies with all the required general conditions provided for under section 53.7 and Annex "H" on the Consolidated Guidelines for the Alternative Methods of Procurement of the 2016 Revised Implementing Rules and Regulations (IRR) of R.A.9184.

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

I. DURATION OF ENGAGEMENT

The Contract duration shall, at the most, be **six (6) months from the receipt of the Notice to Proceed (NTP)** by the **CONSULTANT**, renewable in accordance with section 53.7 and Annex "H" of the IRR of R.A.9184. Contract period extension may be allowed on justifiable grounds as determined by and/or subject to the approval of the **PROCURING ENTITY**; provided, that the Contract period extension shall be at no additional

Maria Clarisse T. Liguinas
MARIA CLARISSE T. LIGUNAS
WITNESS

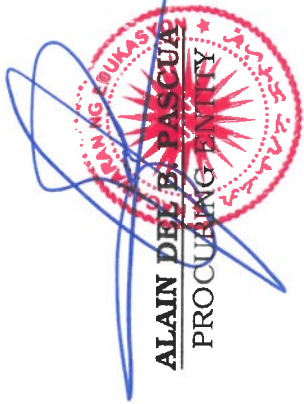

Nere James B. Bolante
NEREO JAMES B. BOLANTE
WITNESS

Alain Del B. Pascua
ALAIN DEL B. PASCUA
PROCURING ENTITY


JOSEPH MARK R. AQUINO
CONSULTANT

Maria Clarisse T. Ligunas
MARIA CLARISSE T. LIGUNAS
WITNESS


NEREO JAMES B. BOLANTE
WITNESS



ALAIN DEL B. PASQUA
PROCURING ENTITY

expense for the **PROCURING ENTITY**, other than what is stipulated in this Contract.

II. PAYMENT

The **PROCURING ENTITY** will pay, subject to government accounting and auditing rules and regulations, the services of the **CONSULTANT** in the amount of **PHILIPPINE PESOS FIFTY-SEVEN THOUSAND FIVE HUNDRED and 00/100 (Php57,500.00)**, to be paid every last day of each month; subject to applicable withholding tax and submission of accomplishment report and other documents required to justify payment.

III. 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**.

IV. CONSULTANT'S RESPONSIBILITIES


The **CONSULTANT** shall execute his duties and responsibilities as stated in the **Terms of Reference** of this Contract:

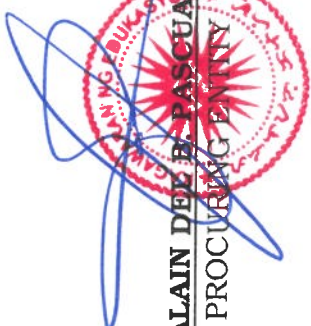

A. High-Level Assessment (Development and Analysis), and Blueprint Creation:

- 1) Study and assess the existing status of DepEd Central Office Network and Security Infrastructure;
- 2) Identify the Network and Security Requirements of DepEd Regions, Divisions and Schools;
- 3) Design and create the Network Architecture of DepEd;


JOSEPH MARK R. AQUINO
CONSULTANT

Maria Clarisse T. Ligunas
MARIA CLARRISSE T. LIGUNAS
WITNESS


NEREO JAMES B. BOLANTE
WITNESS



ALAIN DEP ED PASCUA
PROCURING ENTITY

- 4) Design and create the Cyber Security Framework and Architecture of DepEd;
- 5) Define Network and Security Standards for DepEd Schools and Offices;
- 6) Develop the standards needed for Network and Security Compliance:
 - Standards for Wired and Wireless Network Deployment;
 - Standards for User Level Protections;
 - Standards for Host Level Protections;
 - Standards for Network Level Protections;
 - Standards for Database Level Protections;
 - Standards for Application Level Protections.
- 7) Identify the action plan and migration strategies and plan in order to implement the identified standards in phase;
- 8) Suggest any other issues relating to the standard and norms of operating a Nationwide Infrastructure and all of its complexities in operations.

B. Identification, Designing and Implementation of Connectivity Project:

- 1) Analysis of Requirements and High Level Design;

The **CONSULTANT** shall define detailed project requirement for the connectivity.

- 2) Assessment of Technology and Standards;

Based on requirement definition, an assessment of latest technology and standards will be carried out to identify the technology best suited for the project. The **CONSULTANT** shall explore various alternatives based on most appropriate technology available.

- 3) Preparation of Technical Design and Specifications; After selection of the most suitable technology and standards, the **CONSULTANT** shall prepare Technical Design and Simulated Capex and Opex.
- 4) Preparation of Tender Documents to be floated by DepEd.


JOSEPH MARK R. AGUINO
CONSULTANT

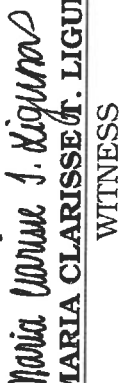
C. Identification and Designing Readiness for National Election Infrastructure:

1) Assessment of Technology and Standards;

Based on requirement definition, an assessment of latest technology and standards will be carried out to identify the technology best suited for the project. The **CONSULTANT** shall explore various alternatives based on most appropriate technology available.

2) Preparation of Technical Design and Specifications;

After selection of the most suitable technology and standards, the **CONSULTANT** shall prepare Technical Design and Simulated Capex and Opex.


MARIA CLARISSE T. LIGUNAS
WITNESS

V. 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 the 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 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**.

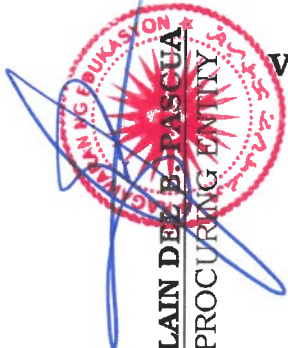

NEREO JAMES B. BOLANTE
WITNESS


VI. SETTLEMENT OF DISPUTES

In the case of a dispute between the **PROCURING ENTITY** and the **CONSULTANT**, the dispute shall be resolved in accordance with Republic Act No. 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

VII. 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**


ALAIN DE E. PASCUA
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 duration of the Contract without the *express* written consent of the **PROCURING ENTITY**.



VIII. 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 accredited 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 the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
PROCURING ENTITY



JOSEPH MARK R. AQUINO
CONSULTANT

SIGNED IN THE PRESENCE OF:


NEREO JAMES B. BOLANTE
Senior Technical Assistant IV, OUA
WITNESS


MARIA CLARISSA T. LIGUNAS
OIC-Chief, ICTS-SDD
WITNESS

CERTIFIED FUNDS AVAILABLE: ₱172,500.00


MA. RHUNNA L. CATALAN
Chief Accountant

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

MAKATI CITY

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of _____ 25 NOV 2019 personally appeared the following and presented their competent proof of identification:

Name	Any Government I.D.		
	I.D.	Control No.	Expiry Date
ALAIN DEL B. PASCUA <i>Undersecretary</i> PROCURING ENTITY	Philippine Passport	EC7146422	March 17, 2021
JOSEPH MARK R. AQUINO CONSULTANT	LTO-issued Driver's License	N04-95-339149	February 1, 2023

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a Contract consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrumental witness on the left-hand margin of each and every page hereof.

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

NOTARY PUBLIC

Doc. No. 75
Page No. 10
Book No. 6x
Series of 2019.

MA. ESMERALDA R. CUNANAN

Notary Public
Until December 31, 2019
Appt. No. M-41 (2018-2019) Attorney's Roll No. 34562
MCLE Compliance No. V1-0008196/4-23-2018
PTR No. 7333751/1-3-2019/Makati City
IBP Lifetime Member Roll No. 05413
Ground Level, Dela Rosa Carpark I
Dela Rosa St. Legaspi Village,
Makati City



[Signature]
JOSEPH MARK R. AQUINO
CONSULTANT

PROJECT : Procurement of ICTS Consultant – Networking and Cyber Security

CONTRACT NO. : 2019-09-ICTS1(003)-BIV-NPHTC052-C022

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Maria Clarissa J. Liguinas
MARIA CLARISSE J. LIGUNAS
WITNESS

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[Signature]
NEREO JAMES B. BOLANTE
WITNESS

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[Signature]
ALAIN DEL B. PASCUA
PROCURING ENTITY


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Maria Clarisse T. Liguana
MARIA CLARISSE T. LIGUNAS
WITNESS

Nereo James B. Bobante
NEREO JAMES B. BOBANTE
WITNESS


ALAIN DECB. PASCUA
PROCURING ENTITY

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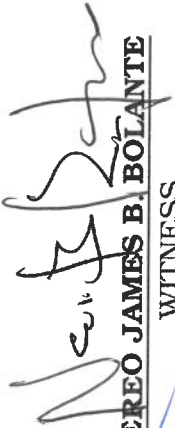
- A. High-Level Assessment (Development and Analysis), and Blueprint Creation:
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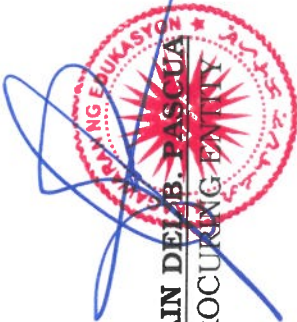
JOSEPH MARK R. AQUINO
CONSULTANT

Maria Clarisse T. Ligunas

MARIA CLARISSE T. LIGUNAS
WITNESS



NEREO JAMES B. BOLANTE
WITNESS



ALAIN DEL B. PASCUA
PROCURING ENTITY

- 4) Design and create the Cyber Security Framework and Architecture of DepEd;
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- 6) Develop the standards needed for Network and Security Compliance:
 - Standards for Wired and Wireless Network Deployment;
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 - Standards for Host Level Protections;
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JOSEPH MARK R. AGUINO
CONSULTANT

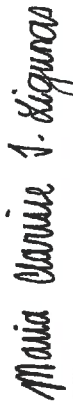
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- 1) Assessment of Technology and Standards;

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- 2) Preparation of Technical Design and Specifications;

After selection of the most suitable technology and standards, the **CONSULTANT** shall prepare Technical Design and Simulated Capex and Opex.


MARIA CLARISSE T. LIGUNAS
WITNESS

V. **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 the 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 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**.


NEREO JAMES B. BOLANTE
WITNESS

VI. **SETTLEMENT OF DISPUTES**

In the case of a dispute between the **PROCURING ENTITY** and the **CONSULTANT**, the dispute shall be resolved in accordance with Republic Act No. 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

VII. **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**


ALAIN DELA CRUZ PASQUA
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 duration of the Contract without the *express* written consent of the **PROCURING ENTITY**.


VIII. 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 accredited 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 the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
PROCURING ENTITY


JOSEPH MARK R. AQUINO
CONSULTANT

SIGNED IN THE PRESENCE OF:

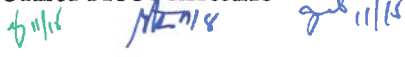

NEREO JAMES B. BOLANTE
Senior Technical Assistant IV, OUA
WITNESS


MARIA CLARISSE T. LIGUNAS
OIC-Chief, ICTS-SDD
WITNESS

CERTIFIED FUNDS AVAILABLE: ₱172,500.-


MA. RHUNNAL CATALAN

Chief Accountant



Handwritten signature of Joseph Mark R. Aquino
JOSEPH MARK R. AQUINO
CONSULTANT

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

MAKATI CITY

MAKATI CITY

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of 25 NOV 2019, _____ personally appeared the following and presented their competent proof of identification:

Name	Any Government I.D.		
	I.D.	Control No.	Expiry Date
ALAIN DEL B. PASCUA <i>Undersecretary</i> PROCURING ENTITY	Philippine Passport	EC7146422	March 17, 2021
JOSEPH MARK R. AQUINO CONSULTANT	LTO-issued Driver's License	N04-95-339149	February 1, 2023

Handwritten signature of Maria Clarisse T. Ligunas
MARIA CLARISSE T. LIGUNAS
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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a Contract consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrumental witness on the left-hand margin of each and every page hereof.

Handwritten signature of Nereo James B. Bolante
NEREO JAMES B. BOLANTE
WITNESS

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

NOTARY PUBLIC

Handwritten signature of Ma Esmeralda R. Cunanan
MA ESMERALDA R. CUNANAN
Notary Public
Until December 31, 2019

Appt. No. M-41 (2018-2019) Attorney's Roll No. 34562
MCLE Compliance No. V1-0008196/4-23-2018
PTR No. 7333751/1-3-2019/Makati City
IBP Lifetime Member Roll No. 05413
@ground Level, Dela Rosa Carpark
Dela Rosa St., Legaspi Village,
Makati City

Doc. No. 75
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Book No. UX
Series of 2019.

