



PROJECT : **Procurement of Consultant for Financial Management Reform Committee**

CONTRACT NO. : **2019-09-ASEC1(001)-BIV-NPHTC049-C021**

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 Finance, **ANNALYN M. SEVILLA**, as per DepEd Order No. 67, s. 2016 hereinafter referred to as the "**PROCURING ENTITY**"; and **MS. TERESITA M. SALUD**, of legal age, Filipino and with residence and postal address at No. 84-C Masikap Extension, Diliman, Quezon City, Philippines, hereinafter referred to as the "**CONSULTANT**";

WHEREAS, the **PROCURING ENTITY**, through the Office of the Assistant Secretary for Finance, pursuant to the approved Resolution to Hire Consultant No. 2019-09-ASEC1(001)-BIV-NPHTC-049, of the Bids and Awards Committee IV, to hire highly technical consultant, i.e., a Consultant-Lead for the Financial Management Reform Committee (FMRC). The **CONSULTANT** shall perform work that cannot be performed by regular personnel of the **PROCURING ENTITY**.

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

This Contract will be for the duration until **December 31, 2019**. Extension of the period may be allowed on justifiable ground as determined by and/or subject to the approval of the **PROCURING ENTITY**, provided that it shall be at no additional expense for **PROCURING ENTITY**, other than what is stipulated in this Contract.

Teresita M. Salud
TERESITA M. SALUD
 CONSULTANT

Lailani T. Coronel
LAILANI T. CORONEL
 WITNESS

Alec S. Ladanga
ALEC S. LADANGA
 WITNESS

Annalyn M. Sevilla
ANNALYN M. SEVILLA
 PROCURING ENTITY

II. TERMS OF REFERENCE

The **CONSULTANT** will execute her duties and responsibilities as stated in Clause V of this Contract and will submit the following deliverables or outputs as provided in the Terms of Reference:

- a. Provide inputs and comments in the preliminary technical analysis of financial management reform issues and concerns to scope and define the issues to be resolved and the appropriate reform to be achieved;
- b. Provide guidance in the drafting of policy documents, such as but not limited to DepEd Orders, office orders, memoranda, and issuances as required by the FMRC through its TWG;
- c. Provide guidance in the preparation and implementation of the monitoring and evaluation plan of the FMR roadmap and finance-related reform initiatives;
- d. Engage with a broad range of stakeholders within and outside the department and provide guidance in establishing linkages and networking;
- e. Prepare monthly accomplishment report;
- f. Review and approve monthly accomplishment reports of specialists; and
- g. Perform other tasks as may be assigned from time to time by competent authorities.

III. 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 SEVENTY-SEVEN THOUSAND TWO HUNDRED NINETY-NINE and 00/100 (Php77,299.00)**, to be paid every last day of each month; subject to applicable withholding tax and submission of accomplishment report and other documents to justify payment.


IV. INTELLECTUAL PROPERTY RIGHTS

All deliverables, studies, reports or other materials, prepared, developed and/authored by the **CONSULTANT** for the **PROCURING ENTITY** under this Contract, including the


TERESITA M. SALUD
CONSULTANT


LAILANI T. CORONEL
WITNESS



ALEC S. LADANGA
WITNESS


ANNALYN M. SEVILLA
PROCURING ENTITY


TERESITA M. SALUD
CONSULTANT


corresponding Intellectual Property Rights therein, without the need of further assignment, shall belong to and/or remain as the exclusive property of the **PROCURING ENTITY**, and shall neither be released or given to any third party without the consent of the PROCURING ENTITY nor be used for any other purpose other than what is stipulated under this Contract. Immediately upon completion or termination of this Contract, the **CONSULTANT** shall return all copies, files, materials, and any other property in her possession that belong or relate to the interest of the **PROCURING ENTITY**.

V. **CONSULTANT'S RESPONSIBILITIES**


LAILANI T. CORONEL
WITNESS

1. Provide technical advice on policy formulation and execution of the plans, programs, and activities of the FMRC including its financial management reform initiatives in coordination with the various bureaus, services, and offices in the Department;
2. Lead/guide the drafting of frameworks, technical papers, reviews, and policy proposals as required by the FMRC through the TWG and for the organizational systems review to ensure alignment with the roadmap and specific reform initiative;
3. Provide technical advice on the preparation and implementation of the Monitoring and Evaluation Plan for the FMRC – approved roadmap and finance-related reform initiatives including the knowledge build-up for best practices in policy development inputs;
4. Establish, strengthen and/or maintain linkages and networking with other stakeholders, such as but not limited to, oversight agencies, development partners, civil society organizations, and private entities to support the DepEd's financial management reform agenda; and
5. Perform other tasks as may be assigned by the Office of the Undersecretary for Finance (OUF)/Vice-Chairperson of the FMRC and Office of the Assistant Secretary for Finance (OASF)/Head, TWG of FMRC.


ALEC S. LADANGA
WITNESS


ANNALYN M. SEVILLA
PROCURING ENTITY

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


TERESITA M. SALUD
CONSULTANT

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 will 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**.

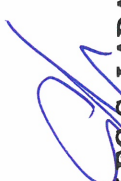
VII. SETTLEMENT OF DISPUTES

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."


LAILANI T. CORONEL
WITNESS


VIII. CONFIDENTIALITY

The **CONSULTANT** acknowledges that this Contract is dependent on the *trust and confidence* reposed on her by the **PROCURING ENTITY**. She also acknowledges that, in the course of carrying out her duties under this Contract, she 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 duration of the Contract without the express written consent of the **PROCURING ENTITY**.


ALEC S. LADANGA
WITNESS

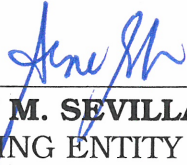
IX. EMPLOYER-EMPLOYEE RELATIONSHIP

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 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.

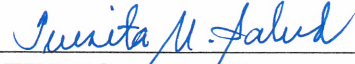

ANNALYN M. SEVILLA
PROCURING ENTITY

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:



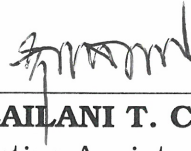
ANNALYN M. SEVILLA
PROCURING ENTITY


TERESITA M. SALUD
CONSULTANT

SIGNED IN THE PRESENCE OF:



ALEC S. LADANGA
Executive Assistant IV, OUF
Witness



LAILANI T. CORONEL
Executive Assistant III, OUF
Witness

CERTIFIED FUNDS AVAILABLE:

MA 11.819
CHOLITA F. TIONG
Accountant III

OIC, Chief Accountant

11.7

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

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this NOV 14 day 2019, _____ personally appeared the following and presented their competent proof of identification:

Name	Any Competent Government-Issued ID		
	ID Type	Control No.	Expiry Date
ANNALYN M. SEVILLA <i>Undersecretary for Finance</i> PROCURING ENTITY	Philippine Passport	P8585522A	September 2, 2028
TERESITA M. SALUD CONSULTANT	Senior Citizen's ID	04873	No Expiration Date

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.

Concepcion P. Villarena
ATTY. CONCEPCION P. VILLARENA
 Notary Public for Quezon City
NOTARY PUBLIC
 Until December 31, 2019
 PTR No. 7323642 – 1-03-2019/ QC
 IBP No. AR14460591 – 12-17-2018/ QC
 Roll No. 30457 – 05-09-80
 MCLE 5-0012536 – 12-21-2015
 Adm. Matter No. NP 270 (2018, 2019)

Doc. No. 325
 Page No. 65
 Book No. 98
 Series of 2019.

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