



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>

Arnold P. Sayson
ARNOLD P. SAYSON
CONSULTANT

PROJECT : Procurement of ICTS Consultant – Programmer for Enhancement and Maintenance of PMIS
CONTRACT NO. : 2019-09-ICTS1(007)-BIV-NPHTC050-C024

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this 20 day of NOVEMBER 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. ARNOLD P. SAYSON**, of legal age, Filipino and with residence and postal address at Blk.151, Lot 25, Paliparan III, Mabuhay City, Dasmariñas, Cavite, 4114 Philippines, hereinafter referred to as, the "**CONSULTANT**";

Maria Clarisse T. Ligunas
MARIA CLARISSE T. LIGUNAS
WITNESS

WHEREAS, the **PROCURING ENTITY**, through the Information and Communications Technology Service (ICTS), pursuant to the approved Resolution to Hire Consultant No. 2019-09-ICTS1(007)-BIV-NPHTC-050 on the hiring of highly technical consultant for ICTS, i.e., Consultant Programmer for the Enhancement and Maintenance of PMIS, 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.

Nereo James B. Bolante
NEREO JAMES B. BOLANTE
WITNESS

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:

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

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


ARNOLD P. SAYSON
CONSULTANT

Maria Clarisse J. Liguñas
MARIA CLARISSE T. LIGUNAS
WITNESS


NEREO JAMES B. BOLANTE
WITNESS



ALAIN DEL P. PASOLA
PROCURING ENTITY

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

II. TERMS OF REFERENCE

The **CONSULTANT** shall execute his duties and responsibilities as stated in Clause V of this Contract, and will submit the following required outputs, accomplishment report accepted and signed by the Director IV of ICTS, and supported by validated time sheets, as provided in the **Terms of Reference** of this Contract:

A. Provide inputs on:

- 1) System technical design and development strategies to ensure adherence to industry “best practices” and standards;
- 2) Design and development of the applications, data modelling and ERD specifications related to the Project Management Information System (PMIS);
- 3) Formulation of technical design specifications including prototyping.

B. Provide technical inputs in the development of user’s and operations manual.

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 EIGHTY THOUSAND PESOS and 00/100 (Php80,000.00)**, to be made on a monthly basis based on the accomplishment of assigned tasks; and reporting to the Central Office for eight (8) days per month, subject to applicable withholding tax and submission of accomplishment report and other documents required to justify payment.

IV. INTELLECTUAL PROPERTY RIGHTS

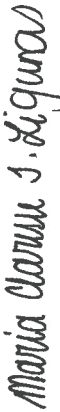
All deliverables, studies, reports or other materials, prepared and/or submitted by the **CONSULTANT** for the **PROCURING ENTITY**, including the intellectual property rights thereto, shall belong to and remain the exclusive property/properties of the **PROCURING ENTITY**. The **CONSULTANT** holds the **PROCURING ENTITY** free and harmless from any and all liabilities arising from copyright infringement claims and/or any


ARNOLD P. SAYSON
CONSULTANT

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**.

V. CONSULTANT'S RESPONSIBILITIES

The **CONSULTANT** shall report to the DepEd Central Office for eight (8) days per month, and submit required output/monthly report upon accomplishment of the following duties and responsibilities, as stated in the **Terms of Reference** of this Contract:


MARIA CLARISSE T. LIGUNAS
WITNESS

A. Provide inputs on:

- 1) System technical design and development strategies to ensure adherence to industry "best practices" and standards;
- 2) Design and development of the applications, data modelling and ERD specifications related to the Project Management Information System (PMIS);
- 3) Formulation of technical design specifications including prototyping.


B. Adjust and enhance existing application components according to agreed upon requirements/adjustments and set development standards;

C. Test, debug, deploy and document program modules in coordination with the individuals or teams involved in system development, user support, quality assurance, database management, and user support.

D. Monitor performance and perform fine-tuning of applications;

E. Document and update as necessary the system architecture or components and programs developed;

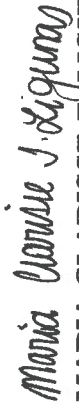
F. Provide technical inputs in the development of user's and operations manual;


NEREO JAMES B. BOLANTE
WITNESS



ALAIN DEL B. PASCUA
PROCURING ENTITY


ARNOLD P. SAYSON
CONSULTANT


MARIA CLARISSE T. LIGUNAS
WITNESS


NEREO JAMES B. BOLANTE
WITNESS



ALAIN DEL B. PASCOA
PROCURING ENTITY

- G. On-the-job coaching of the relevant DepEd personnel regarding maintenance of program codes and technologies for programming;
- H. Provision of direct training to DepEd personnel on systems development, improvement, programming/coding, development, improvement, programming/coding, scripting and data retrieval; and
- I. Coach systems owners and relevant DepEd offices on development of programs/scripts and data retrieval.

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 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**.

VII. SETTLEMENT OF DISPUTES

Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes of 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 arbitration in the Philippines, 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 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 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 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.

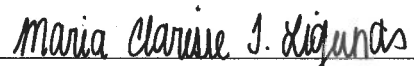
SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
PROCURING ENTITY


ARNOLD P. SAYSON
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: ₱240,000 -


MA. RHUNNAL CATALAN
Chief Accountant

Arnold P. Sayson
ARNOLD P. SAYSON
 CONSULTANT

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

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this 12 day of NOV 2019, _____ personally appeared the following and presented their competent proof of identification:

Maria Clarisse T. Ligunas
MARIA CLARISSSE T. LIGUNAS
 WITNESS

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
ARNOLD P. SAYSON CONSULTANT	LTO-Issued Driver's License	N04-13-009094	April 18, 2024

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.

Nereo James B. Bolante
NEREO JAMES B. BOLANTE
 WITNESS

NOTARY PUBLIC

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

Doc. No. _____
 Page No. _____
 Book No. _____
 Series of 2019.

Aracelis P. Villarena
ATTY. ARACELIS P. VILLARENA
 Notary Public for Quezon City
 Until December 31, 2019
 PTR No. 7323642 - 1-03-2019/ QC
 IBP No. AR14450521 - 12-17-2018/ Qc
 Roll No. 30457 - 05-09-80
 MCLE 5-0012536 - 12-21-2015
 Adm. Matter No. NP 270 (2018-2019)



Arnold P. Sayson
ARNOLD P. SAYSON
CONSULTANT

PROJECT : **Procurement of ICTS Consultant – Programmer for Enhancement and Maintenance of PMIS**
CONTRACT NO. : **2019-09-ICTS1(007)-BIV-NPHTC050-C024**

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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. ARNOLD P. SAYSON**, of legal age, Filipino and with residence and postal address at Blk.151, Lot 25, Paliparan III, Mabuhay City, Dasmariñas, Cavite, 4114 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(007)-BIV-NPHTC-050 on the hiring of highly technical consultant for ICTS, i.e., Consultant Programmer for the Enhancement and Maintenance of PMIS, 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.

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

I. DURATION OF ENGAGEMENT

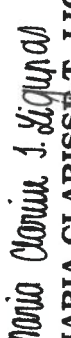
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NEREO JAMES B. BOLANTE
WITNESS

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


ARNOLD P. SAYSON
CONSULTANT


MARIA CLARISSA T. LIGUNAS
WITNESS


NEREO JAMES B. BOLANTE
WITNESS

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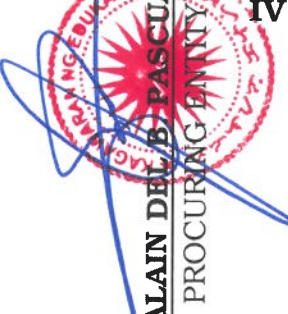
B. Provide technical inputs in the development of user’s and operations manual.

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All deliverables, studies, reports or other materials, prepared and/or submitted by the **CONSULTANT** for 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



ALAIN DEL B. PASCUA
PROCURING ENTITY


ARNOLD R. SAYSON
CONSULTANT

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**.

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B. Adjust and enhance existing application components according to agreed upon requirements/adjustments and set development standards;

C. Test, debug, deploy and document program modules in coordination with the individuals or teams involved in system development, user support, quality assurance, database management, and user support.

D. Monitor performance and perform fine-tuning of applications;

E. Document and update as necessary the system architecture or components and programs developed;

F. Provide technical inputs in the development of user's and operations manual;

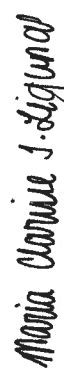
Maria Clarisse J. Ligunas
MARIA CLARISSE T. LIGUNAS
WITNESS


NEREO JAMES B. BOLANTE
WITNESS


ALAIN DEL B. PASCUA
PROCURING ENTITY




ARNOLD R. SAYSON
CONSULTANT


MARIA CLARISSE J. LIGUNAS
WITNESS


NEREO JAMES B. BONANTE
WITNESS


ALAIN DE LA PASCUA
PROCURING ENTITY

- G. On-the-job coaching of the relevant DepEd personnel regarding maintenance of program codes and technologies for programming;
- H. Provision of direct training to DepEd personnel on systems development, improvement, programming/coding, development, improvement, programming/coding, scripting and data retrieval; and
- I. Coach systems owners and relevant DepEd offices on development of programs/scripts and data retrieval.

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 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**.

VII. SETTLEMENT OF DISPUTES

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Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines, 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 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,

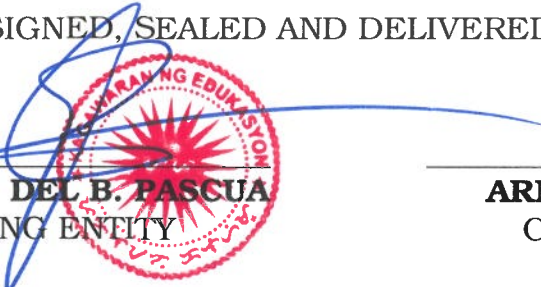

be furnished with, or become privy to confidential matters concerning the transactions of the **PROCURING ENTITY** and/or sensitive discussions with or between **PROCURING ENTITY** official (the "Confidential Information"). The **CONSULTANT** shall not use any Confidential Information acquired under this Contract, during and even after duration of the Contract without the *express* written consent of the **PROCURING ENTITY**.

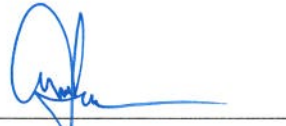
IX. EMPLOYER-EMPLOYEE RELATIONSHIP

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 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


ARNOLD P. SAYSON
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: ₱240,000 -


MA. RHUNNA L. CATALAN
Chief Accountant

Arnold P. Sayson
ARNOLD P. SAYSON
 CONSULTANT

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

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this 12th day of NOV 2019, 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 Undersecretary PROCURING ENTITY	Philippine Passport	EC7146422	March 17, 2021
ARNOLD P. SAYSON CONSULTANT	LTO-Issued Driver's License	N04-13-009094	April 18, 2024

Maria Clarisse T. Ligunias
MARIA CLARISSE T. LIGUNIAS
 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.

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

Nereo James B. Bolante
NEREO JAMES B. BOLANTE
 WITNESS

NOTARY PUBLIC

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

Doc. No. 479
 Page No. 96
 Book No. 4
 Series of 2019.

Decepcion P. Villarena
ATTY DECEPCION P. VILLARENA
 Notary Public for Quezon City
 Until December 31, 2019
 PTR No. 7323642 - 1-03-2019/ QC
 IBP No. AR15466533 - 12-17-2018/ QC
 Roll No. 38437 - 05-09-80
 MCLE 5-0012536 - 12-21-2018
 Adm. Matter No. NP 270 (2018-2019)