



[Signature]
 MARCELO H. B. BLAGAND JR.
 CONSULTANT'S WITNESS

PROJECT : Procurement of New Highly Technical Consultant for OUA Strand

CONTRACT NO. : 2019-09-USEC1(005)-BIV-NPHTC051-C028

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this 9th day of Jan., 2020 2019 in Pasig City, Philippines, by and between:

[Signature]
SYLVIA C. BANDA
 CONSULTANT

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, **ALAIN DEL B. PASCUA**, as per DepEd Order No. 67, s. 2016 hereinafter referred to as the "**PROCURING ENTITY**"; and **ATTY. SYLVIA C. BANDA**, of legal age, Filipino and with residence and postal address at Blk. 10, Lot 1, Phase 4 City Homes Resortville, Dasmariñas Cavite, Philippines, hereinafter referred to as, the "**CONSULTANT**";

WHEREAS, the **PROCURING ENTITY**, through the Office of the Undersecretary for Administration (OUA), pursuant to the approved Resolution to Hire Consultant No. 2019-09-USEC1(005)-BIV-NPHTC-051 on the hiring of highly technical consultant for Procurement and Other Special Concerns 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.

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

I. DURATION OF ENGAGEMENT

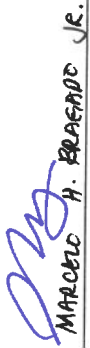
This Contract will be until **December 31, 2019 only**. Extension of the period may be allowed on justifiable ground as determined by and/or subject to the approval of the **PROCURING ENTITY**, provided that it shall be at no additional expense for **PROCURING ENTITY**, other than what is stipulated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

II. TERMS OF REFERENCE

The **CONSULTANT** will execute her duties and responsibilities as stated in Clause V of this Contract and will submit the

[Signature]
 RIC RYAN DE LEON
 PROCURING ENTITY'S WITNESS

[Signature]
ALAIN DEL B. PASCUA
 PROCURING ENTITY


MARCELITO H. BERNARDO JR.
CONSULTANT'S WITNESS


SYLVIA C. BANDA
CONSULTANT


RIC RYAN DE LEON
PROCURING ENTITY'S WITNESS


ALAIN DEL B. PASCUA
PROCURING ENTITY

following required/expected outputs as provided in the Terms of Reference:

1. Documents pertaining to procurement, contracts, investigation reports, guidelines and other action documents;
2. Plans, programs, policies and procedures for implementation of OUA;
3. Reports of Accomplishments;
4. Reports of Expenses/Disbursements and Liquidated damages;
5. Official Documents such as Terms of Reference, Program/Scope of Works, Guidelines/Protocols on Records Management, i.e., Pleadings, Memoranda, Policies and Guidelines, Records handling and Archiving, Guidelines on Inspection and Acceptance of deliveries;
6. Successful negotiations/Settlement of obligations by the Department;
7. Compliance of the Contractor of its obligations/deliveries;
8. Reports, data, artistic works and other Learning Outputs, Reply/Comment to the Audit Observation Memorandum;
9. Awards, Contracts, settlement of cases, resolutions on grievances/complaints, agreements with other agencies and local government units; and
10. Disposal activities, Reconciled Book of entries of AMD and Accounting.

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 SIXTY-NINE THOUSAND THREE HUNDRED SIXTY-SIX PESOS and 00/100 (Php69,366.00)**, to be made on a monthly basis, subject to applicable withholding tax and submission of accomplishment report to justify payment.


IV. INTELLECTUAL PROPERTY RIGHTS

All deliverables, studies, reports or other materials, prepared by the **CONSULTANT** for the **PROCURING ENTITY** under this Contract shall belong to and remain the exclusive property of the **PROCURING ENTITY** and shall not be used for any other purposes 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


MARIBEL H. PRAGA
CONSULTANT'S WITNESS


SYLVIA C. BANDA
CONSULTANT


RYAN P. LEON
PROCURING ENTITY'S WITNESS



ALAIN DEL B. PASCUA
PROCURING ENTITY

any other property in her possession that belong or relate to the interest of the **PROCURING ENTITY**.

V. CONSULTANT'S RESPONSIBILITY

The **CONSULTANT** will execute her duties and responsibilities as stated in the Terms of Reference, as follows:

1. Provide technical knowledge/advice on matters of Procurement Implementation, Remedies in cases of supplier's disqualification, motions for reconsideration and protests;
2. Provides administrative and other special concerns, policies and programs of the Department;
3. Creates and develop new technical working plans and activities of the OUA Strand ensuring its compliance of the governing laws on matters of the implementation of IT systems and procedures, quick response on matters of DRRMS specifically the disbursement of funds donated either foreign or local;
4. Prepare pleading for the BAC in collaboration with their legal counsels in the event that cases are filed against the BAC and TWG having the first-hand knowledge and information of the procurement activities;
5. Review all documents for signature of the Undersecretary ensuring that all the documents are in accordance with the law;
6. Monitor the implementation of the Public Private Partnership mediation proceedings and formulate guidelines in the rectification of defective PPP Projects to conform with the requirements of the Commission on Audit;
7. Conduct research of programs of other agencies to complement with the programs of DepEd, Citizen's Audit in relation to addressing the Audit Observation Memorandum of COA, GPPB Circulars, and Resolutions; and
8. Support the sustainable procurement activities of the OUA and other issues/legal/administrative brought to the Management i.e., money claims, grievances, computerization of the Department, PPP Projects, Informal Settlers issues, Property Management and other analogous cases.


MARCELO H. BRASADO JR.
CONSULTANT'S WITNESS


SYLVIA C. BANDA
CONSULTANT

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** will, without prejudice to its other remedies under the Contract and under the applicable law, 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 actual performance. 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 open to it.

VII. SETTLEMENT OF DISPUTES

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 Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines, with the Philippines as the seat of arbitration according to the provision of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 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 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 during the term of this contract for his benefits enjoyed by the regular personnel of the **PROCURING ENTITY**, unless otherwise provided by law.


MIC RYAN DE LEON
PROCURING ENTITY'S WITNESS


ALAIN DEL B. PASCUA
PROCURING ENTITY




MARCELLO H. RAAGMO JR.
CONSULTANT'S 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 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 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.

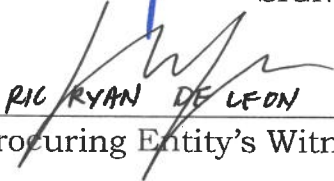

SYLVIA C. BANDA
CONSULTANT


SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
PROCURING ENTITY



SYLVIA C. BANDA
CONSULTANT

SIGNED IN THE PRESENCE OF


RIC RYAN DE LEON
Procuring Entity's Witness


MARCELLO H. RAAGMO JR.
Consultant's Witness

APPROVED BY:


ATTY. SALVADOR C. MALANA III
Assistant Secretary
Procurement and Administration



CERTIFIED FUNDS AVAILABLE: ₱138,732.00


MA. RHUNNA L. CATALAN
Chief Accountant


ALAIN DEL B. PASCUA
PROCURING ENTITY

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

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of _____ 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	Passport	EC7146422	March 17, 2021
SYLVIA C. BANDA CONSULTANT	IBP ID	Roll No. 42556	No expiration

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. 414
 Page No. 24
 Book No. _____
 Series of 48 2019.

Concepcion P. Villarejo
 CONCEPCION P. VILLAREJO
 Notary Public for Quezon City
 Until December 31, 2021
 PTR No. 9296041 - 1-2-2020/ QC
 IBP No. 093586 - 10-22-2019/ QC
 Roll No. 30457 - 05-09-80
 MCLE V-0012536 - 12-21-2015
 Adm. Matter No. NP-001(2020-2021)
 TIN NO. 131-942-754

MARCELO H. BRAGADO JR.
 MARCELO H. BRAGADO JR.
 CONSULTANT'S WITNESS

Sylvia C. Banda
 SYLVIA C. BANDA
 CONSULTANT

Alain Del B. Pascua
 ALAIN DEL B. PASCUA
 PROCURING ENTITY'S WITNESS

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