

MARCELO H. ARRIAGA JR.
 CONSULTANT'S WITNESS

PROJECT : Procurement of New Highly Technical Consultant for OUA Strand

CONTRACT NO.: 2019-09-USEC1(005)-BIV-NPHTC051-C029

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this ____ day of _____ 2019 in Pasig City, Philippines, by and between:

HILDA E. SANTOS
 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 **MS. HILDA E. SANTOS**, of legal age, Filipino and with residence and postal address at 365 A. Mabini St., Brgy. 15, Caloocan City, Philippines, hereinafter referred to as, the "**CONSULTANT**";

RYAN DE LEON
 PROCURING ENTITY'S WITNESS


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 Finance, Budget and Performance Monitoring, 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.

ALAIN DEL B. PASCUA
 PROCURING ENTITY




MARCELO H. BENABDO JR.
CONSULTANT'S WITNESS


HILDA E. SANTOS
CONSULTANT

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

1. List of amendments and special provisions to be included in the General Appropriations Act;
2. List of replies to COA AOMs;
3. Unusual transactions in conformity with DBM Circulars, COA, CSC Rules and regulations;
4. Data information for the creation of budget and procurement monitoring system for OUA Strand;
5. List of comments or inputs to proposed TOR, MOA/MOUA, DepEd Order, etc.;
6. Memoranda to Executive Committees or office concerned; and
7. List of unutilized programs and activities of a particular strand and the transfer of funds to other office within the OUA Strand.


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


MIC RYAN P. LEON
PROCURING ENTITY'S WITNESS


ALAIN DEL B. PASCUA
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 advice in the review of OUA Strand budget proposal as a whole and suggest proposal for amendments and/or inclusions to Special Provisions to the National Expenditure Program and/or General Appropriations Act;
2. Conduct research on references and basis in drafting the replies on COA Audit Observation Memoranda (AOMs) and suggest recommendations to the Undersecretary;
3. Review of unusual or new financial transactions of the strand and ensure that it conforms with the DBM Circulars, COA, CSC rules and regulations;
4. Conduct research and consultations in the creation of budget and procurement monitoring system of the OUA Strand;
5. Provide technical advice on the financial aspects during the preparation of proposed Term of Reference (TOR), Memorandum of Agreement/Understanding (MOA/MOU), DepEd Order, etc.;
6. Review of OUA Strand issues and concerns relative to program utilization and procurement and subsequently draft memorandums to Executive Committees for possible recommendations; and
7. Submit list of programs and activities of OUA that not have been utilized and proposed to the Undersecretary to give the budget to other strand with programs but with no budget allotment provided that no COA or DBM rules and regulations have been violated.

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.


MARCELO P. BARREDO JR.
CONSULTANT'S WITNESS



HILDA E. SANTOS
CONSULTANT


RJC RYAN DE LEON
PROCURING ENTITY'S WITNESS


ALAIN DEL B. PASCUA
PROCURING ENTITY


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.


MARCELO H. BARREDO JR.
CONSULTANT'S 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 during the term of this contract for her benefits enjoyed by the regular personnel of the **PROCURING ENTITY**, unless otherwise provided by law.


HILDA E. SANTOS
CONSULTANT

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.


RIVA RYAN DE LEON
PROCURING ENTITY'S WITNESS


ALAIN DEL B. PASCUA
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:


ALAIN DEL B. PASCUA
PROCURING ENTITY

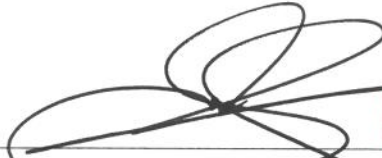

HILDA E. SANTOS
CONSULTANT

SIGNED IN THE PRESENCE OF:


RIC RYAN DE LEON
Procuring Entity's Witness


MARCELO H. BLARADO JR.
Consultant's Witness

APPROVED BY:


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



CERTIFIED FUNDS AVAILABLE: ₱138,732.00


MA. RHUNNAL CATALAN

Chief Accountant







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 **JAN 09 2020**, _____ 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	Passport	EC7146422	March 17, 2021
HILDA E. SANTOS CONSULTANT	<i>PRC</i>	<i>0119911</i>	<i>MAY 26, 2022</i>

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. 419
 Page No. 84
 Book No. 48
 Series of 2019.

Cecilia Villarejo
 CITY, 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

[Signature]
 H. PANGGODO JR.
 CONSULTANT'S WITNESS

[Signature]
 HILDA E. SANTOS
 CONSULTANT

[Signature]
 RUC RYH DE LEON
 PROCURING ENTITY'S WITNESS

[Signature]
 ALAIN DEL B. PASCUA
 PROCURING ENTITY