



[Signature]
 MARCELO H. RAAGADO JR.
 CONSULTANT'S WITNESS

PROJECT : Procurement of New Highly Technical Consultant for OUA Strand

CONTRACT NO.: 2019-09-USEC1(005)-BIV-NPHTC051-C030

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this 9th day of JANUARY 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, **ALAIN DEL B. PASCUA**, per DepEd Order No. 67, s. 2016 hereinafter referred to as the **"PROCURING ENTITY"**; and, **MS. MAIA LORLINA S. TAÑEDO**, of legal age, Filipino and with residence and postal address at Unit 43 Caras de Andalucia Townhomes, Congressional Avenue Extension, Quezon City, 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 National Security, Safe Schools and Schools in Areas of Conflict 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]
MAIA LORLINA S. TAÑEDO
 CONSULTANT

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

[Signature]
ALAIN DEL B. PASCUA
 PROCURING ENTITY


MARCELO P. SAAVEDRA JR.
CONSULTANT'S WITNESS


MAIA LORLINA S. TAÑEDO
CONSULTANT

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

1. Policies created and evaluated relative to DepEd's environmental education, disaster-preparedness programs, special education programs in terms of safe schools and learners in areas of conflict;
2. Assess, monitor and draft programs and program guidelines for DepEd environmental education, disaster-preparedness programs, special education programs in terms of safe schools and learners in areas of conflicts;
3. Internal monitoring system assessed, revised, and redesigned for relevant programs;
4. Integration of specialized strategies and programs developed in existing DepEd programs and curriculum;
5. Proposed innovative approaches and methodologies for the development of DepEd training and communication materials for specialized content and scenarios;
6. Best practices proposed and drafted which are applicable to DepEd programs; and
7. Proposed new projects, suggestions for partners or stakeholders that will support program implementation and assistance to DepEd.


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 FIFTY-FOUR THOUSAND THREE HUNDRED TWENTY-THREE PESOS and 00/100 (Php54,323.00)**, 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**.


RIC RYAN DE 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 development of national policies relating to DepEd's environmental education, disaster preparedness programs, special education programs in terms of safe schools and learners in areas of conflict;
2. Provide technical advice in the development of programs and program guidelines for DepEd environmental education, disaster-preparedness programs, special education programs in terms of safe schools and learners in areas of conflict;
3. Review internal monitoring system for DepEd environmental education, disaster preparedness programs, special education projects and coordination among the offices involved to ensure project responsibility and accountability;
4. Recommend integration of environmental and conservation content in existing DepEd programs and curriculum wherever applicable as well as special educations programs in terms of safe schools and learners in areas of conflict;
5. Provide technical advice in the promotion of environmental and conservation education, special education programs for learners in areas of conflict, and disaster-preparedness programs related to DepEd training and communication materials;
6. Actively interact with the project entities to share case studies, lessons learned and best practices applicable to DepEd programs; and
7. Conduct sector reviews to support identification of new projects relative to DepEd projects and identify possible partners, in government, civil society, academia, and the private sector.

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

[Signature]
MARCELO H. BALANDO JR.
CONSULTANT'S WITNESS

[Signature]
MAIA LORLINA S. TAÑEDO
CONSULTANT

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

[Signature]
ALAIN DEL B. PASCUA
PROCURING ENTITY

MSJ

MAIA LORLINA S. TAÑEDO
CONSULTANT


MARICEL H. BRAGADO JR.
CONSULTANT'S WITNESS

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 her benefits enjoyed by the regular personnel of the **PROCURING ENTITY**, unless otherwise provided by law.

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.



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PROCURING ENTITY'S WITNESS


ALAN DEL P. PASCUA
PROCURING ENTITY



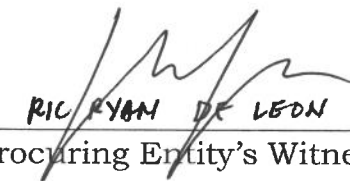
IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

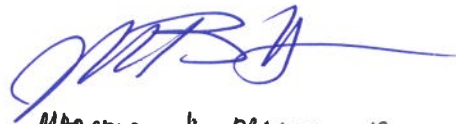
SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
PROCURING ENTITY


MAIA LORLINA S. TAÑEDO
CONSULTANT

SIGNED IN THE PRESENCE OF:


RIC RYAN DE LEON
Procuring Entity's Witness


MARCELO A. BRAGADO JR.
Consultant's Witness

APPROVED BY:


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



CERTIFIED FUNDS AVAILABLE: ₱100,646.-


MA. RHUNNA L. 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
MAIA LORLINA S. TAÑEDO CONSULTANT	LTO	N02-02-009958	June 3, 2022

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. 470
 Page No. 84
 Book No. 48
 Series of 2019.

Concepcion P. Villareina
 Y. CONCEPCION P. VILLAREINA
 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

Maia
MAIA LORLINA S. TAÑEDO
 CONSULTANT
 CONSULTANT'S WITNESS

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ALAIN DEL B. PASCUA
 PROCURING ENTITY
 PROCURING ENTITY'S WITNESS

