



Republic of the Philippines
Department of Education

Procurement Management Service
CONTRACT MANAGEMENT DIVISION

Room M-509 Mabini Building, DepEd Complex, Meralco Avenue, Pasig City 1600
Telefax No.: (02) 8635-3762 Email Address: procms.cmd@deped.gov.ph



MEMORANDUM

For : **ANNALYN M. SEVILLA**
Undersecretary for Finance

Annalyn M. Sevilla

SALVADOR C. MALANA III
Assistant Secretary
Procurement and Management

12/20/19
[Signature]

Through : **LAILANI S. CORONEL**
Executive Assistant
Education Programs Delivery Unit

MA. RHUNNA L. CATALAN
Chief, Accounting Division

[Signature]

From : **ADONIS R. BARRAQUIAS**
Chief Administrative Officer

DepEd - CMD
RECEIVED
DEC 21 2019
2019122102
Doc. No.: CMD
By: *[Signature]*
Time: 3:20 PM

Subject : **Request for your Approval of the Contract**

Project : **Procurement of Two (2) Individual Consultants to Fill Up EPDU Position as Portfolio and Process Management (PPM) Specialists**

Project No. : 2019-10-EPDU(018)-BIV-NPHTC-069

Date : December 16, 2019

Pursuant to Item Nos. 4.3.2 and 4.3.3 of DepEd Order No. 67, s. 2016, this Office respectfully transmits the attached contract in triplicate copies, drafted and reviewed by the Office of the Assistant Secretary for Procurement and Administration per attached Memorandum dated November 26, 2019, for your approval and signature.

This Office received the contracts on December 4, 2019 with the following details:

Consultant	Contract No.	Contract Price (PhP)	Contract Duration
Michelle Laurice C. Aguas	2019-10-EPDU(018)-BIV-NPHTC069-C040	PhP52,783.00/ month	Until December 31, 2019

Likewise, attached are copies of the approved Resolution to Hire Consultants No. 2019-10-EPDU(018)-BIV-NPHTC-069 dated November 5, 2019, its annexes, and the approved authority to procure with budget allotment for your reference.

5010151001

Encl.: as stated

Transmittal, Aguas, et. al., approval of contract-2019-HT-C069



PROJECT : Procurement of Two (2) Individual Consultants to Fill Up EPDU Positions as Portfolio and Process Management (PPM) Specialists

CONTRACT NO. : 2019-10-EPDU(018)-BIV-NPHTC069-C040

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this ____ day of **DEC 26 2019** 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, **ANNALYN M. SEVILLA**, per DepEd Order No. 67, s. 2016, hereinafter referred to as the "**PROCURING ENTITY**"; and **MICHELLE LAURICE C. AGUAS**, of legal age, Filipino and with residence and postal address at 491 Kayumanggi St., Mandaluyong City, Philippines, hereinafter referred to as the "**CONSULTANT**";

WHEREAS, the **PROCURING ENTITY**, through the Education Programs Delivery Unit (EPDU), pursuant to the approved Resolution to Hire Consultant No. 2019-10-EPDU(018)-BIV-NPHTC-069 on the hiring of highly technical consultant as Portfolio and Process Management (PPM) Specialist, 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 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.

II. TERMS OF REFERENCE

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

Alec S. Ladanga
ALEC S. LADANGA
 Consultant's Witness

Michelle Laurice C. Aguas
MICHELLE LAURICE C. AGUAS
 Consultant

Lalani S. Coronel
LALANI S. CORONEL
 Procuring Entity's Witness

Annalyn M. Sevilla
ANNALYN M. SEVILLA
 Procuring Entity

following required outputs, accomplishment report as provided in the Terms of Reference:

1. Monthly and Year-end performance report of programs of Alternative Learning System (ALS), Madrasah Education Program (MEP), and Indigenous Peoples Education (PED);
2. Delivery Action Plans for identified program implementation bottlenecks, challenges and constraints arising from conducted collaboration sessions;
3. Portfolio Folder with updated quarterly and/or as deemed necessary;
4. Reports on technical assistance conducted and recommendations to resolve implementation challenges/ and improve the delivery performance; and
5. Complete Staff Work on other tasks that may be assigned/required by the Undersecretary for Finance.

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-TWO THOUSAND SEVEN HUNDRED EIGHTY-THREE PESOS and 00/100 (Php52,783.00)**, 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**.


ALEC S. LADANGA
Consultant's Witness


MICHELLE LAURICE C. AGUAS
Consultant


LAILANI S. CORONEL
Procuring Entity's Witness


ANNALYN M. SEVILLA
Procuring Entity


ALEC S. LADANGA
Consultant's Witness

Melgares
MICHELLE LAURICE C. AGUAS
Consultant


LAILANI S. CORONEL
Procuring Entity's Witness


ANNALY M. SEVILLA
Procuring Entity

V. CONSULTANT'S RESPONSIBILITY

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

1. Monitor and analyze delivery performance of a range of programs and services;
2. Provide technical assistance in the program delivery reviews of prioritized programs/services to identify implementation challenges and determine delivery readiness;
3. Formulate delivery action plans with program and operations counterparts as well as coordinate implementation and closure of these action items;
4. Develop/improve processes (determined from delivery action plans) in consultation with program and operations counterparts;
5. Engage programs and operations counterparts as well as other partners to secure support for EPDU activities;
6. Take part in building as well as maintaining a dynamic, innovative and results-focused team culture that inculcates strong work ethics; and
7. Perform other tasks that may be assigned by the Undersecretary for Finance.

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.


ALEC S. LADANGA
Consultant's Witness

Michelle Laurice C. Aguas
MICHELLE LAURICE C. AGUAS
Consultant


LAILANI S. CORONEL
Procuring Entity's Witness


ANNALYN M. SEVILLA
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.

VIII. CONFIDENTIALITY

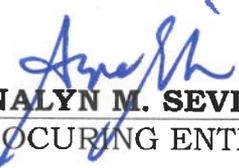
The **CONSULTANT** acknowledges that this Contract is dependent on the trust and confidence reposed on her by the **PROCURING ENTITY**. She also acknowledges that, in the course of carrying out her duties under this Contract, she may receive, be furnished with, or become privy to confidential matters 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.

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


MICHELLE LAURICE C. AGUAS
CONSULTANT

SIGNED IN THE PRESENCE OF:


LAILANI S. CORONEL
Procuring Entity's Witness


ALEC S. LADANGA
Consultant's Witness

APPROVED BY:


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

CERTIFIED FUNDS AVAILABLE: ₱105,566.5


M.A. RHUNNA L. CATALAN
Chief Accountant

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

QUEZON CITY

QUEZON CITY

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day DEC 26 2019, _____ personally appeared the following and presented their competent proof of identification:

Name	Any Government I.D.		
	I.D.	Control No.	Expiry Date
ANNALYN M. SEVILLA <i>Undersecretary</i> PROCURING ENTITY	Philippine Passport	P8585522A	September 2, 2028
MICHELLE LAURICE C. AGUAS CONSULTANT	Non-Prof Driver's License	No. 1-01- 257920	Nov. 30, 2023

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 five (5) 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. 421
Page No. 85
Book No. 56
Series of 2019.

Concepcion P. Villarena
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
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)