



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

DepEd Complex, Meralco Avenue, Pasig City  
Trunk Line (02) 632-13-61, Website <http://www.deped.gov.ph>



**PROJECT: Hiring of Highly Technical Consultant**

**CONTRACT NO.: 2022-FS1(001)-BIV-NPHTC-002-C005**

**CONTRACT OF CONSULTANCY SERVICES**

THIS CONTRACT made this MAY 12 2022 day of \_\_\_\_\_ 20\_\_ in QUEZON CITY, Philippines, by and between:

The DEPARTMENT OF EDUCATION, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at DepEd Complex, Meralco Avenue, Pasig City, herein represented by **ARMANDO C. RUIZ**, Director IV, Finance Service, as per DepEd Order No. 008, s. 2021, as amended by DepEd Order No. 023, s. 2021, hereinafter referred to as "**DEPED**"; and **ELIGIO S. MENDOZA**, of legal age, Filipino, and with address at 324 A. Mendoza St., Pulong Buhangin, Santa Maria, Bulacan, Philippines, hereinafter referred to as "**CONSULTANT**";

*WHEREAS*, under Section 53.7 of the Republic Act (R.A.) 9184 and its revised Implementing Rules and Regulations (IRR), negotiated procurement for Highly Technical Consultant may be resorted to in the case of individual consultants hired or engaged to do work that is highly technical or proprietary;

*WHEREAS*, the DEPED, through the Office of the Director- Finance Service, pursuant to the approved Resolution to Engage Consultant No. 2022-FS1(001)-BIV-NPHTC-002 dated 31 March 2022, on the hiring of highly technical consultant who shall perform work that cannot be performed by regular personnel of DEPED, engages the services of the CONSULTANT for the aforementioned purpose.

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

**1. CONTRACT DOCUMENTS**

The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

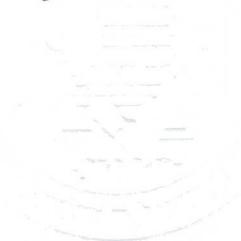
- i. Resolution to Engage Consultant No. 2022-FS1(001)-BIV-NPHTC-002 dated 31 March 2022 and all its attachments;
- ii. Notice of Award; and
- iii. Terms of Reference


*[Signature]*  
HAYDEE LYN TERESA P. TOLEDO  
Consultant's Witness

*[Signature]*  
ELIGIO S. MENDOZA  
Consultant

*[Signature]*  
MIRASOL D. MIRANDA  
DEPED's Witness

*[Signature]*  
ARMANDO C. RUIZ  
Department of Education



  
HAYEE LYN TERESA P. TOLEDO  
Consultant's Witness

2. DURATION OF ENGAGEMENT


This Contract shall be binding and in effect **until October 2022**. Extension of the period may be allowed on justifiable grounds as determined by and/or subject to the approval of **DEPED**, provided that it shall be at no additional expense to **DEPED**, other than what is stipulated in this Contract.

3. TERMS OF REFERENCE

3.1. The **CONSULTANT** shall execute the following duties and responsibilities:


  
ELIGIO S. MENDOZA  
Consultant

- i. The Consultant, under the supervision of the FMOM Technical Working Group (TWG) and the Office of the Assistant Secretary for Finance, will closely coordinate with the DepEd focal persons in charge of PFM reforms in the Department, specifically for the revision of the FMOM. The revision of the FMOM shall include updates and the packaging of all necessary information on financial management to make the manual readily available to all finance personnel and other officials at all levels of governance who are involved in financial transactions; and,
- ii. The Consultant will be provided with the draft of the manual to be able to come up with the following requirements:
  - a. Revision of the manual to include updates provided through new guidelines or issuances;
  - b. Improve the layout design of the FMOM to make it more interesting and understandable to the user; and
  - c. Redesign the FMOM into modules per topic.


  
MARCOS G. MUCANOC  
DEPED's Witness

4. PAYMENT

**DEPED** shall pay, subject to existing disbursement, accounting and auditing rules and procedures, the services of the **CONSULTANT** in the total amount of **PHILIPPINE PESOS FOUR HUNDRED EIGHTY THOUSAND and 00/100 (Php480,000.00)**, inclusive of VAT, detailed as follows:

  
ARMANDO C. RUIZ  
Department of Education

Position	Contract Duration	Amount
Highly Technical Consultant	Until October 2022	Php 480,000.00

  
HAYDEE LYN TELESO P. TOLEDO  
Consultant's Witness

Payment shall be made on a monthly basis subject to submission of accomplishment reports and/or outputs to justify payment as provided under the Terms of Reference.


5. **INTELLECTUAL PROPERTY RIGHTS**

All deliverables, studies, reports or other materials, prepared by the **CONSULTANT** for **DEPED** under this Contract shall belong to and remain the exclusive property of **DEPED** and shall not be used for any purpose other than what is stipulated under this Contract. Immediately upon completion or termination of this Contract, the **CONSULTANT** shall return all copies, files, materials, records, notes, other written, printed, tangible or intangible materials (soft and hard copies), and any other property in the **CONSULTANT's** possession that belong or relate to the interest of **DEPED**.

  
ELIGIO S. MENDOZA  
Consultant

6. **CONFIDENTIALITY**

The **CONSULTANT** acknowledges that this Contract is dependent on the trust and confidence reposed on him or her by **DEPED**. The **CONSULTANT** also acknowledges that, in the course of carrying out his or her duties under this Contract, he or she may receive, be furnished with, or become privy to confidential matters concerning the transactions of **DEPED** and/or sensitive discussions with or between **DEPED** official (the "Confidential Information"). The **CONSULTANT** shall not use any Confidential Information acquired during the term of this contract for his or her benefits.

  
MIRASOL C. MIRAVIDA  
DEPED's Witness

7. **EMPLOYER-EMPLOYEE RELATIONSHIP**

It is understood that this Contract does not create an employer-employee relationship between **DEPED** and the **CONSULTANT**; that the services rendered hereunder by the **CONSULTANT** 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 **DEPED**, unless otherwise provided by law.

8. **LIQUIDATED DAMAGES**

If the **CONSULTANT** fails to satisfactorily perform his or her services within the period(s) specified in the Contract inclusive of duly granted time extensions if any, **DEPED** 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

  
ARMANDO C. RUIZ  
Department of Education


ten percent (10%) of the amount of Contract Price. Once the maximum is reached, the **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

**9. SETTLEMENT OF DISPUTES**

The 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.


**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:

  
\_\_\_\_\_  
**ARMANDO C. RUIZ**  
Director IV  
Department of Education

  
\_\_\_\_\_  
**ELIGIO S. MENDOZA**  
Consultant

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
**MIRASOL G. MIRANDA**  
DepEd's Witness

  
\_\_\_\_\_  
**HAYDEE LYN TERESA P. TOLEDO**  
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱480,000-

  
\_\_\_\_\_  
**MA. RHUNNA L. CATALAN**  
Chief Accountant *gub 5/6*

*[Signature]*  
HAYEE LYN TERESA P. TOLOPE  
Consultant's Witness

REPUBLIC OF THE PHILIPPINES)  
**QUEZON CITY**, METRO MANILA ) S.S.

**QUEZON CITY**

BEFORE ME, a Notary Public in and for \_\_\_\_\_, Metro Manila, Philippines, this **MAY 12 2022** day of \_\_\_\_\_, 20\_\_ personally appeared the following and presented their competent proof of identification:

Name

Any Government I.D.  
(ID, Issued On, Issued By)

**ARMANDO C. RUIZ**  
Director IV  
DEPARTMENT OF EDUCATION

*[Signature]*  
**ELIGIO S. MENDOZA**  
Consultant

**ELIGIO S. MENDOZA**  
CONSULTANT

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.

*[Signature]*  
**MIRASO G. MIRANDA**  
DEPED's Witness

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

Doc. No. 436 ;  
Page No. 88 ;  
Book No. XXXVI ;  
Series of III.

*[Signature]*  
**ATTY. NOTARIO BACMA, JR.**  
Notary Public for Q.C./Until Dec. 31, 2023  
Roll No. 50183  
PTR No. 2454359D/Jan. 03, 2022/Q.C.  
IBP No. 183888, Jan. 31, 2022  
MCLE COMP. NO. VII-0006924  
Adm Matter No. NP-062(2022-2023)  
20 Kamagong St., Sapamanai Vill. East Fairview Q.C.  
TIN No. 138-541-197-000

**ARMANDO C. RUIZ**  
Department of Education