



PROJECT: Hiring of Highly Technical Consultant

CONTRACT NO.: 2022C-LS3(001)-BIV-NPHTC-005 - Col 2

CONTRACT OF CONSULTANCY SERVICES

THIS CONTRACT made this 19th day of June 2022 in Pasig 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 **ATTY. ALBERTO T. ESCOBARTE, CESO II**, Assistant Secretary for Legislative Affairs, as per DepEd Order No. 008, s. 2021, as amended by DepEd Order No. 023, s. 2021, hereinafter referred to as "**DEPED**"; and **ATTY. HENDRIX C. BONGALON**, of legal age, Filipino, and with address at Blk 10 Lot 9 Fiesta Communities, Mining Angeles City, 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 Legal Division- Office of the Director, pursuant to the approved Resolution to Engage Consultant NO. 2022c-LS3(001)-BIV-NPHTC-005 dated 27 April 2022, engages the services of the **CONSULTANT**.

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. 2022c-LS3(001)-BIV-NPHTC-005 dated 05 April 2022 and all its attachments;
- ii. Notice of Award; and
- iii. Terms of Reference.

Francis Lopez R. Pangilinan
 CONSULTANT'S WITNESS

Chad
 ATTY. HENDRIX C. BONGALON
 CONSULTANT

Rhona G. I. Orebis
 RHOAN G. I. OREBIA
 Director of Legal Services

Alberto T. Escobar
 ATTY. ALBERTO T. ESCOBARTE, CESO II
 Department of Education


Francis
CONSULTANT'S WITNESS

2. DURATION OF ENGAGEMENT

This Contract shall be binding and in effect for **SIX (6) MONTHS**. The commencement of the period will be determined by the parties after signing of this Contract. Extension of the Contract period may be allowed on justifiable grounds as determined by and/or subject to the approval of **DEPED**, provided that there shall be no additional expense to **DEPED** other than what is stipulated in this Contract.

3. TERMS OF REFERENCE

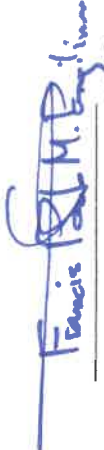
The **CONSULTANT** shall execute the following duties and responsibilities:

- a. Review contracts and other memoranda involving Civil, Administrative, Intellectual Property, International, Human/Child Rights, and Education Laws;
- b. Assist in the preparation of documents pertaining to, and/or related to Civil, Administrative, Intellectual Property, International, Human/Child Rights, and Education Laws;
- c. Draft and recommend legal opinion, review, and other appropriate actions on matters involving Civil, Administrative, Intellectual Property, International, matters involving Civil, Administrative, intellectual Property, International, Human/Child Rights, and Education Laws;
- d. Assist in the arbitration and/or litigation disputes involving Civil, Administrative, intellectual Property, International, Human/Child Rights, and Education Laws;
- e. Assist in the preparation of pleadings or documents necessary in any related case or matter;
- f. Assist in coordinating with the Office of the Solicitor General for cases that are pending or will be filed with the court of competent jurisdiction;
- g. Train, coach, mentor, legal officers and personnel on how to effectively evaluate and process various legal documents involving Civil, Administrative, intellectual Property, International, Human/Child Rights, and Education Laws; and
- h. Perform related tasks and other legal functions which may be assigned by the Undersecretary and Assistant Secretary for Legal Affairs, or the Director of Legal Service.


ATTY. HENDRAK C. BONGALON
CONSULTANT


RHOAN G. L. OREBIAS
Director IV, Legal Service
DEPED's Witness


ATTY. ALBERTO T. ESCOBANTE, CESO II
Department of Education


Francis S.M.P. Lim
CONSULTANT'S WITNESS

4. PAYMENT

DEPED shall pay, subject to existing disbursement, accounting and auditing rules and procedures, the services of the CONSULTANT in the

Position	Assignment	Contract Duration	Amount
Highly Technical Consultant	Human/Child Rights, Litigation and Education Law	Six (6) Months	Php 210,000.00

total amount of PHILIPPINE PESOS TWO HUNDRED TEN THOUSAND (Php210,000.00), inclusive of VAT, detailed as follows:

Payment shall be disbursed in six (6) tranches subject to submission of accomplishment reports and/or outputs in accordance with the Output Schedule/Deliverables and Payment Schedule 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 be owned by 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 surrender 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.

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 and responsibilities 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 own benefits.

7. EMPLOYER-EMPLOYEE RELATIONSHIP


ATTY. HENDRIX C. BONGALON
CONSULTANT


RHOAN G.J. OREBIA
Director IV, Legal Service
DEPED's Witness


ATTY. ALBERTO T. ESCOBAR, CESO II
Department of Education


Francis Paul M. Pangilim
CONSULTANT'S WITNESS

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 render 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 threshold for the accumulated deduction will be 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.


ATTY. HENDRIX C. BONGALON
CONSULTANT


RHOAN G.L. OREBJA
Director IV Legal Service
DEPED's Witness


ATTY. ALBERTO T. ESCOBARTE, CESO II
Department of Education

SIGNED, SEALED AND DELIVERED BY:

ATTY. ALBERTO T. ESCOBARTE, CESO II
Assistant Secretary
Department of Education

ATTY. HENDRIX C. BONGALON
Consultant

SIGNED IN THE PRESENCE OF:

RHOAN G.L. OREBIAS
Director IV, Legal Service
DepEd's Witness *mi rrp*

Francis Paul M. Pangilinan
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱210,000.-

MA. RHUNNA L. CATALAN
Chief Accountant *June 6/14*

REPUBLIC OF THE PHILIPPINES)

PASIG CITY METRO MANILA) S.S.

PASIG CITY

BEFORE ME, a Notary Public in and for _____, Metro Manila, Philippines, this _____ day of _____, 2022 personally appeared the following and presented their competent proof of identification:

JUN 15 2022

Name

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

ATTY. ALBERTO T. ESCOBARTE, CESO II

Assistant Secretary
DEPARTMENT OF EDUCATION

ATTY. HENDRIX C. BONGALON
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 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.

Doc. No. 193 ;
Page No. 40 ;
Book No. 33 ;
Series of 2022.

NOTARY PUBLIC

In Am
ATTY. LETICIA M. AMON
Notary Public

Pasig Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22188

PTR BCE No. 8121781 / 01-03-22
Lifetime IBP Member No. 04286

Official Receipt No. 574709, IBP Chapter
MOCC Compliance Sta. VII-0000060 / 6-18-2019
Ground Fir. Armal Center, U. Velasco Ave.,
Malinao, Pasig City

Francis P. P. Escobar
CONSULTANT'S WITNESS

Hendrix C. Bongalon
ATTY. HENDRIX C. BONGALON
CONSULTANT

Rhoan G. J. Orebias
RHOAN G. J. OREBIA
Director IV, Legal Service
DEPED's Witness

Alberto T. Escobar
ATTY. ALBERTO T. ESCOBARTE, CESO II
Department of Education