



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
<https://www.deped.gov.ph/>



PROJECT : Hiring of Highly Technical Consultant
CONTRACT NO.: 2023c-LS3(001to003)-BV-NPHTC064-C064

CONTRACT

THIS CONTRACT made and entered into this 21st day of December 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, as per Department Order No. 001, s. 2023, dated 09 January 2023 and Office Order OO-OSEC-2023-60, dated 14 March 2023 (hereinafter referred to as "**DEPED**"); and **PAUL VINCENT M. CASILLA**, of legal age, Filipino, and with address at 57-A Acacia St. Brgy. Cembo, Makati City (hereinafter referred to as the "**CONSULTANT**").

DEPED and the **CONSULTANT** are collectively called **PARTIES**.

WHEREAS, under Section 53.7 of Republic Act (RA) No. 9184 and its 2016 revised Implementing Rules and Regulations (IRR), negotiated procurement for Highly Technical Consultants (HTCs) may be resorted to in the case of individual consultants hired or engaged to do work that is highly technical or proprietary, or primarily confidential or policy determining;

WHEREAS, **DEPED**, through the Legal Service-Legal Division, pursuant to the approved Resolution to Engage Consultant No. 2023c-LS3(001to003)-BV-NPHTC-064 dated 29 September 2023, on the hiring of a 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*:

- a. Resolution to Engage Consultant No. 2023c-LS3(001to003)-BV-NPHTC-064 dated 29 September 2023 and all its attachments;
- b. Notice of Award; and
- c. Terms of Reference.

2. DURATION OF ENGAGEMENT

The **CONSULTANT** shall perform the required services for a period of FOUR (4) MONTHS upon his or her receipt of the Notice to Proceed (NTP). 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.

[Signature]
Consultant's Witness

[Signature]
PAUL VINCENT M. CASILLA
Consultant

[Signature]
Philomeno Remueldo S. Suyosa, III
DEPED's Witness

[Signature]
ATTY. MICHAEL WESLEY T. POA
DEPED

[Handwritten mark]

3. TERMS OF REFERENCE

The **CONSULTANT** shall perform the following:

- i. Conduct legal research and provide legal advice or technical assistance on pending legal matters, including DepEd cases, involving:
 - a. Bureau of Internal Revenue, Commission on Audit, and other tax and financial matters;
 - b. Land and titling matters; and
 - c. Other related matters
- ii. Review Contracts, memoranda, and other documents, and draft or provide the necessary legal opinion;
- iii. Assist in case management and conduct trainings or capacity building activities, as may be necessary; and
- iv. Perform other related functions which may be assigned from time to time by the DepEd or authorized representative.


 DESTINE [Signature]
 Consultant's Witness

4. PAYMENT

DEPED shall, subject to existing disbursement, accounting, and auditing rules and procedures, pay the services of the **CONSULTANT** in the total amount of **PHILIPPINE PESOS Two Hundred Thousand AND 00/100 (PhP200,000.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Four (4) Months	PhP200,000.00

Payment shall be made on a monthly basis (*or per tranche*) and subject to submission of accomplishment reports, outputs, and/or deliverables by the **CONSULTANT** to justify payment as provided under the Terms of Reference, which is hereto attached as Annex "A" and made an integral part hereof.

5. INTELLECTUAL PROPERTY RIGHTS

All deliverables, studies, reports, or other materials, prepared by the **CONSULTANT** for **DEPED** under this Contract, including the intellectual property rights thereto, shall belong to and remain the exclusive property of **DEPED** and shall not be used by the **CONSULTANT** 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**.

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 any **DEPED** official (the


 PAUL VINCENT M. CASILLA
 Consultant


 Philemon Romualdo S. Suiyosa, III
 DEPED's Witness


 ATTY. MICHAEL WESLEY T. POA
 DEPED



“Confidential Information”). The **CONSULTANT** shall hold and maintain all Confidential Information relative to **DEPED** in the strictest confidence for the sole and exclusive benefit of **DEPED** and the **CONSULTANT** shall carefully restrict access to Confidential Information to third parties without consent from **DEPED** through the Supervising Undersecretary and/or the Secretary. This confidentiality shall survive the term of this Contract.


MESTINE
Consultant'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.


PAUL VINCENT M. CASILLA
Consultant

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 other remedies under the Contract and applicable laws, 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 the actual performance of services required. The maximum deduction will be ten percent (10%) of the amount of the 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.


Philimon Romualdo S. Suyosa, III
DEPED's Witness

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 Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to RA No. 9285, or the “Alternative Dispute Resolution Act of 2004,” and its Implementing Rules and Regulations.


ATTY. MICHAEL WESLEY F. POA
DEPED




IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

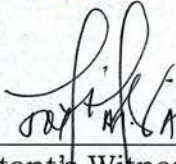
SIGNED, SEALED AND DELIVERED BY:


ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
Department of Education


PAUL VINCENT M. CASILLA
Consultant


Philemon Romualdo S. Suyosa, III
DepEd's Witness

SIGNED IN THE PRESENCE OF:


NESTINE JAY M. LUMINA
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱200,000.-


MA. RHUNNA L. CATALAN
Chief Accountant



TERMS OF REFERENCE

Hiring of Highly Technical Consultants in the field of Civil and Administrative Law, Land and Property Law, including but not limited to Obligations and Contracts, for the Legal Service

I. BACKGROUND

For the past years, the Department of Education (DepEd) has allowed the hiring of consultants for both legal work and other areas of specialization. This was done due to the heavy volume and urgency of works in the Legal Service, and the insufficiency of higher lawyer items as well as difficulty in recruiting and retaining lawyers in the Legal Service. The procurement of the services of Highly Technical Consultants will not only enable the Legal Service to perform its mandate efficiently, but also to provide training to other legal officers in the Legal Service on said fields. Lawyer items in the Legal Service, particularly in the Legal Division which is tasked to handle matters in the above-mentioned fields of law, comprise of three Attorney II (Salary Grade 18) and two Attorney III (Salary Grade 21), whose qualification standards require no experience and one year of experience, respectively. The high turnover rate (i.e., averaging two years or less) in lawyer positions in the Legal Division due to low compensation packages and heavy workload, also calls for training of relatively new incumbents by consultants who have longer years of practice.

With the consultant handling the fields of Civil and Administrative Laws, including but not limited to Land and Property Law, and Obligations and Contracts, DepEd legal officers can have more time to devote to the influx of urgent departmental legal concerns, now made even more urgent by cash-based budgeting and the implementation of the Republic Act No. 11032 or the Ease of Doing Business and Efficient Delivery of Government Services Act and its Implementing Rules and Regulations in 2019. DepEd legal officers will also have more time to devote to decongestion of administrative caseloads that had accumulated over several years and administrations due to lack of human resources.



II. SCOPE OF WORK OR ACTIVITIES

The major responsibility and function of the highly technical consultants for the Legal Service, with outputs subject to the approval of the Director and/or the Undersecretary for Legal and Legislative Affairs, are as follows:

ATTY. PAUL VINCENT M. CASILLA

- i. Conduct legal research and provide legal advice or technical assistance on pending legal matters, including DepEd cases, involving:
 - a) Bureau of Internal Revenue, Commission on Audit, and other tax and financial matters;
 - b) Land and titling matters; and
 - c) Other related matters
- ii. Review Contracts, memoranda, and other documents, and draft or provide the necessary legal opinion;
- iii. Assist in case management and conduct trainings or capacity building activities, as may be necessary; and
- iv. Perform other related functions which may be assigned from time to time by the DepEd or authorized representative.

ATTY. ISHMAEL Z. VINAS

- i. Provide assistance in coordinating with the Office of the Solicitor General for DepEd cases that are pending or will be filed with the courts of competent jurisdiction;
- ii. Conduct legal research and provide legal advice or technical assistance on pending legal matters, including DepEd cases, involving Intellectual Property;
- iii. Review Contracts, memoranda, and other documents, and draft or provide the necessary legal opinion;
- iv. Assist in case management and conduct trainings or capacity building activities, as may be necessary; and
- v. Perform other related functions which may be assigned from time to time by the DepEd or authorized representative.

ATTY. CLARISSA HEROMINA R. ESGUERRA

- vi. Provide technical assistance for the capacity building of the Formal Investigation Committee (FIC) Secretariat and for the just and speedy disposition of administrative disciplinary cases;
- vii. Review Contracts, memoranda, and other documents, and draft or provide the necessary legal opinion;
- viii. Assist in case management and conduct trainings or capacity building activities, as may be necessary; and
- ix. Perform other related functions which may be assigned from time to time by the DepEd or authorized representative.



III. COVERED PERIOD OF ENGAGEMENT:

1st month	<ul style="list-style-type: none"> • Meet with the Legal Service Director and other Key Personnel for assignment of tasks. • Formulate and present training design for the training of legal officers on how to effectively evaluate and process various legal documents. • Implement the training design for the training of legal officers on how to effectively evaluate and process various legal documents. • Review contracts and other memoranda of agreement, and render legal opinion on matters involving Civil and Administrative Laws, including but not limited to, Land and Property Law, and Obligations and Contracts. • Perform the assigned task for the 1st month
2nd month	<ul style="list-style-type: none"> • Perform the assigned tasks for the 2nd month. • Review contracts and other memoranda of agreement, and render legal opinion on matters involving Civil and Administrative Laws, including but not limited to, Land and Property Law, and Obligations and Contracts.
3rd month	<ul style="list-style-type: none"> • Perform the assigned tasks for the 3rd month. • Review contracts and other memoranda of agreement, and render legal opinion on matters involving Civil and Administrative Laws, including but not limited to, Land and Property Law, and Obligations and Contracts. • Submit the consolidated accomplishment report for the 1st month to the 3rd month.
4th month	<ul style="list-style-type: none"> • Perform the assigned tasks for the month of 4th month. • Review contracts and other memoranda of agreement, and render legal opinion on matters involving Civil and Administrative Laws, including but not limited to, Land and Property Law, and Obligations and Contracts. • Submit the consolidated accomplishment report for the 4th month.

IV. MAN-MONTHS SCHEDULE:

Target Schedule and Man-Days	Activities
1 Day	Preliminary Meeting with the Legal Service Director and other Key Personnel (1st month)
1 Day	Meeting with the Legal Service Director for monthly assignments
3 Days	Meeting and interview with the Legal Service Personnel about the office processes, particularly in rendering legal opinion and legal review

Annex A

16 Days	Review contracts and/or memoranda of agreement; or render legal opinion and legal review
1 Day	Submission of output
20 Days	Review contracts and/or memoranda of agreement; or render legal opinion and legal review
2 Days	Train legal officers on how to effectively evaluate and process various legal documents (2 nd month)
1 Day	Submission of output
20 Days	Performing the assigned tasks and submitting the required outputs (Review contracts and/or memoranda of agreement; or render legal opinion and legal review).
1 Day	Meeting with the Legal Service Director for monthly assignments and feedback (3 rd month)
20 Days	Performing the assigned tasks and submitting the required outputs (Review contracts and/or memoranda of agreement; or render legal opinion and legal review).
1 Day	Submit the consolidated accomplishment report for the 1 st month to 3 rd month.
1 Day	Meeting with the Legal Service Director for monthly assignments and feedback (4 th month)
20 Days	Performing the assigned tasks and submitting the required outputs (Review contracts and/or memoranda of agreement; or render legal opinion and legal review).
1 Day	Submission of outputs for the 4 th month.

V. SCHEDULE OF REQUIREMENTS

Applicants may be evaluated based on the following schedule of requirements:

1. Any valid government issued ID indicating date of birth;
2. Curriculum vitae;
3. Integrated Bar of the Philippines Clearance;
4. Updated Mandatory Continuing Legal Education Compliance (valid until 2022);
5. PhilGEPS registration number;
6. BIR Certificate of Registration; and
7. Bank Statement for the past three (3) months with at least Php25,000.00 maintaining balance or BIR Certificate of Compensation Payment/Tax Withheld.

VI. CORE COMPETENCIES

1. Self-management
2. Professionalism and Ethics
3. Result-Focused
4. Innovation
5. Teamwork

VII. QUALIFICATIONS AND EXPERIENCE

The Consultant shall have the following qualifications and experience;

1. Worked with multiple stakeholders (e.g. local and national government units/agencies, local and international non-government organizations, etc.);
2. Graduate of Bachelor of Laws (Masters of Laws is an advantage);
3. Experience in the fields of Civil and Administrative Processes, Land and Property Law, and Obligations and Contracts; and
4. Experience in the field of legal service (not required but an advantage).

VIII. REMUNERATION

Each Consultant is entitled to a remuneration of Php 200,000. This shall be disbursed in Four (4) tranches upon completion of the outputs. Below is the list of outputs vis-a-vis amount for remuneration.

	Output	Amount
1 st Tranche	<ul style="list-style-type: none"> • Provision of relevant advice and assistance on matters involving Civil and Administrative Laws, including but not limited to, Land and Property Law, and Obligations and Contracts • Submission of the draft legal opinion, review and actions on documents • Submit training design for the training of legal officers on how to effectively evaluate and process various legal documents • Submission of the required output of other assigned tasks for the 1st month. 	Php 50,000.00

Annex A

2 nd Tranche	<ul style="list-style-type: none">• Provision of relevant advice and assistance on matters involving Civil and Administrative Laws, including but not limited to, Land and Property Law, and Obligations and Contracts Submission of the draft legal opinion, review and actions on documents.• Implement the training design for the training of legal officers on how to effectively evaluate and process various legal documents• Submission of the required output of other assigned tasks for the 2nd month.	Php 50,000.00
3 rd Tranche	<ul style="list-style-type: none">• Provision of relevant advice and assistance on matters involving Civil and Administrative Laws, including but not limited to, Land and Property Law, and Obligations and Contracts• Submission of the draft legal opinion, review and actions on documents• Submission of the required output of other assigned tasks• Submission of the accomplishment report for the 1st month to 3rd month.	Php 50,000.00
4 th Tranche	<ul style="list-style-type: none">• Provision of relevant advice and assistance on matters involving Civil and Administrative Laws, including but not limited to, Land and Property Law, and Obligations and Contracts• Submission of the draft legal opinion, review and actions on documents• Submit recommended decisions and resolutions of administrative cases• Submission of the required output of other assigned tasks for the 4th month.	Php 50,000.00
TOTAL		Php 200,000.00

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

MAKATI CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____
Philippines, this ____ day of _____ 2023 personally appeared:

DEC 28 2023

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

Driver's License
N02-06-0044162

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

Doc. No. 444
Page No. 910
Book No. 910
Series of 2023.

ih
ATTY. JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2024
APPOINTMENT NO. M-115
ROL NO. 77376
MOLE COMPLIANCE VIII NO. 0011393 Jan. 03, 2023 Until Apr. 14, 2023
PTR NO. 9563564 / JAN. 03, 2023 / MAKATI CITY
IBP NO. 261994 / JAN. 03, 2023 / PASIG CITY
1107 D BATAAN ST., GUADALUPE NUEVO, MAKATI CITY

Jh

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for MAKATI CITY,
Philippines, this ____ day of DEC 28 2023 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

PAUL VINCENT M. CASILLA
Consultant

Driver's NO4-10-014004
license

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

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Page No. 90
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ATTY. JOEL FORBES
NOTARY PUBLIC
NOTARY PUBLIC FOR MAKATI CITY
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APPOINTMENT NO. M-115
ROLL NO. 77376
MGL COMPLIANCE VIII NO. 0001393 Jan. 03, 2023 Until Apr. 14, 2026
PTR NO. 9563564 / JAN. 03, 2023 / MAKATI CITY
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