



**PROJECT : Hiring of Highly Technical Consultant**  
**CONTRACT NO.: 2023c-LS3(001to003)-BV-NPHTC064-C063**

**CONTRACT**

**THIS CONTRACT** made and entered into this 21<sup>st</sup> 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 **CLARISSA HEROMINA R. ESGUERRA**, of legal age, Filipino, and with address at 963 Miguelin St., Sampaloc, Manila (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]*  
**CLARISSA HEROMINA R. ESGUERRA**  
 Consultant

*[Signature]*  
 Philomen Romualdo 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. 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;
- 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.

**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 "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

  
Consultant's Witness

  
CLARISSA HEROMINA R. ESGUERRA  
Consultant

  
Philomeno Romualdo S. Suyosa, III  
DEPED's Witness

  
ATTY. MICHAEL WESLEY T. POA  
DEPED



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.

**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 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.

**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.

  
Consultant's Witness

  
CLARISSA HEROMINA R. ESQUERRA  
Consultant

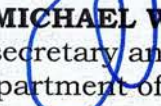
  
Philomeno Romaldo S. Suyosa, III  
DEPED's Witness

  
ATTY. MICHAEL WESLEY T. 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


  
**CLARISSA HEROMINA R. ESGUERRA**  
Consultant

*SIGNED IN THE PRESENCE OF:*

  
romualdo Romualdo S. Suyosa III  
DepEd's Witness

  
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:**

<b>1<sup>st</sup> month</b>	<ul style="list-style-type: none"> <li>• Meet with the Legal Service Director and other Key Personnel for assignment of tasks.</li> <li>• Formulate and present training design for the training of legal officers on how to effectively evaluate and process various legal documents.</li> <li>• Implement the training design for the training of legal officers on how to effectively evaluate and process various legal documents.</li> <li>• 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.</li> <li>• Perform the assigned task for the 1<sup>st</sup> month</li> </ul>
<b>2<sup>nd</sup> month</b>	<ul style="list-style-type: none"> <li>• Perform the assigned tasks for the 2<sup>nd</sup> month.</li> <li>• 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.</li> </ul>
<b>3<sup>rd</sup> month</b>	<ul style="list-style-type: none"> <li>• Perform the assigned tasks for the 3<sup>rd</sup> month.</li> <li>• 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.</li> <li>• Submit the consolidated accomplishment report for the 1<sup>st</sup> month to the 3<sup>rd</sup> month.</li> </ul>
<b>4<sup>th</sup> month</b>	<ul style="list-style-type: none"> <li>• Perform the assigned tasks for the month of 4<sup>th</sup> month.</li> <li>• 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.</li> <li>• Submit the consolidated accomplishment report for the 4<sup>th</sup> month.</li> </ul>

**IV. MAN-MONTHS SCHEDULE:**

<b>Target Schedule and Man-Days</b>	<b>Activities</b>
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 <sup>nd</sup> 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 <sup>rd</sup> 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 <sup>st</sup> month to 3 <sup>rd</sup> month.
1 Day	Meeting with the Legal Service Director for monthly assignments and feedback (4 <sup>th</sup> 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 <sup>th</sup> 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.

	<b>Output</b>	<b>Amount</b>
1 <sup>st</sup> Tranche	<ul style="list-style-type: none"> <li>• 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</li> <li>• Submission of the draft legal opinion, review and actions on documents</li> <li>• Submit training design for the training of legal officers on how to effectively evaluate and process various legal documents</li> <li>• Submission of the required output of other assigned tasks for the 1<sup>st</sup> month.</li> </ul>	Php 50,000.00

**Annex A**

2 <sup>nd</sup> Tranche	<ul style="list-style-type: none"><li>• 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.</li><li>• Implement the training design for the training of legal officers on how to effectively evaluate and process various legal documents</li><li>• Submission of the required output of other assigned tasks for the 2<sup>nd</sup> month.</li></ul>	Php 50,000.00
3 <sup>rd</sup> Tranche	<ul style="list-style-type: none"><li>• 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</li><li>• Submission of the draft legal opinion, review and actions on documents</li><li>• Submission of the required output of other assigned tasks</li><li>• Submission of the accomplishment report for the 1<sup>st</sup> month to 3<sup>rd</sup> month.</li></ul>	Php 50,000.00
4 <sup>th</sup> Tranche	<ul style="list-style-type: none"><li>• 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</li><li>• Submission of the draft legal opinion, review and actions on documents</li><li>• Submit recommended decisions and resolutions of administrative cases</li><li>• Submission of the required output of other assigned tasks for the 4<sup>th</sup> month.</li></ul>	Php 50,000.00
<b>TOTAL</b>		<b>Php 200,000.00</b>

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for QUEZON CITY,  
Philippines, this DEC 27 2023 day of 2023 personally appeared:

**NAME**

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

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

Driver's license  
No. 08-0044162

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.

NOTARY PUBLIC

Doc. No. 85 ;  
Page No. 18 ;  
Book No. I ;  
Series of 2023.

*Michael Angelo G. Tamayo*  
**ATTY. MICHAEL ANGELO G. TAMAYO**  
Notary Public for and in Quezon City  
Attorney's Roll No. 81739  
Admin Matter No. 278 (2023-2024)  
PTR No. 9162603 / 01-09-2023 / Pasig City  
IBP No. 279798 / 01-10-2023 / Quezon City  
MCLE Compliance exempt until 14 April 2025 (per Bar Matter No. 856)  
2nd Floor, 103J Road B corner Road 13,  
Barangay Banong Pag-Asa, Quezon City 1105

*[Handwritten signature]*

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for QUEZON CITY,  
Philippines, this \_\_\_\_ day of DEC 27 2023 2023 personally appeared:

**NAME**

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

**CLARISSA HEROMINA R. ESGUERRA**  
Consultant

IBP - 69971 , Manila III

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.

NOTARY PUBLIC

Doc. No. 86 ;  
Page No. 19 ;  
Book No. I ;  
Series of 2023.

  
**ATTY. MICHAEL ANGELO G. TAMAYO**  
Notary Public for and in Quezon City  
Attorney's Roll No. 81739

Admin Matter No. 278 (2023 2024)  
PTR No. 0162609 / 01-09-2023 / Pasig City  
ISP No. 279798 / 01-10-2023 / Quezon City  
MCLE Compliance exempt until 14 April 2025 (per Bar Matter No. 850)  
2<sup>nd</sup> Floor, 103J Road 8 corner Road 13,  
Barangay Bagong Pag-Asa, Quezon City 1105

