

# 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 (Structural

Engineer)

CONTRACT NO. : 2022-AdmS4(005)-BIV-NPHTC-026-C016

day of

CONTRACT

THIS CONTRACT made this Philippines, by and between:

2022 in

OUFZONIO

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 office address at DepEd Complex, Meralco Avenue, Pasig City, Metro Manila, Philippines herein represented by its Undersecretary, ATTY. KRISTIAN R. ABLAN, as per DepEd Order No. 023, s. 2021 (hereinafter referred to as "DEPED"); and WILFREDO D. ALARCON, of legal age, Filipino and with address at Purok 6, Vergara St., Brgy. Calaba, San Isidro, Nueva Ecija, Philippines (hereinafter referred to as the "CONSULTANT");

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

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 Consultants 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 Administrative Service - Education Facilities Division, pursuant to the approved Resolution to Engage Consultant No. 2022-AdmS4(005)-BIV-NPHTC-026 dated 23 November 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:

#### CONTRACT DOCUMENTS 1.

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

- Resolution to Engage Consultant No. 2022-AdmS4(005)-BIV-NPHTC-026 dated 23 November 2022 and all its attachments;
- Notice of Award; and ii.
- Terms of Reference. iii.

### 2. DURATION OF ENGAGEMENT

This Contract shall be for a period of **THREE** (3) **MONTHS**. 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

The **CONSULTANT** shall perform the following:

- i. Provide structural designs (foundation, footing, columns, beams, floor, roof framing plan of the building, etc.) with necessary detailed drawings based on Ground Investigation and Evaluation Report (Structural Investigation Report);
- ii. Provide signed and sealed Structural Plans, Structural Analysis and Computations, and other related structural documents relative to the implementation of DepEd standard school building plans, special school building designs, non-school building plans/designs (CO/RO/DO buildings) and other related DepEd infrastructure projects;
- iii. Review and recommend updates on the standard structural plans and specifications in accordance with the latest National Structural Code of the Philippines, national standards, and other related building codes;
- iv. Conduct site assessment and validation/investigation, and provide technical reports and recommendations regarding issues/problems encountered in the field during implementation of various infrastructure projects; and
- v. Conduct on-site assessment and validation/investigation, and provide technical reports and recommendations on the structural stability of school buildings and other facilities and structures against calamities like typhoons, earthquakes, landslides, fire, and other natural or human-induced hazards or disasters.

#### 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 ONE HUNDRED SEVENTY-TWO THOUSAND, FIVE HUNDRED and 00/100 (Php 172,500.00)**, inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Three (3) Months	Php 172,500.00

TARIB AND M. CORDERO

WILFREDO D. ALARCON Consultant

Depeta's Witness

TY. KRISTIAN R. ABLAN
Department of Education

Payment shall be made on a monthly basis and subject to submission of outputs/deliverables 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, including the intellectual property rights thereto, 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**.

## 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 not use any Confidential Information acquired during the term of this Contract for his or her benefits.

## 7. EMPLOYER-EMPLOYEE RELATIONSHIP

It is understood that this Contract does not create an employeremployee 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 actual performance of services required. The maximum 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 Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

**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:

ATTY. KRISTIAN R. ABLAN

Undersecretary
Department of Education

WILFREDO D. ALARCON

Consultant

SIGNED IN THE PRESENCE OF:

CERTIFIED FUNDS AVAILABLE: 7172,000.

MARIK AKA M. URDERO Consultant's Witness

WILFREDO D. ALARCON
Consultant

epartment of Education

REPUBLIC OF THE PHILIPPINES)

OUT OF THE PHILIPPINES)

S.S.

Manila, Philippines, this \_\_\_\_\_\_\_, Metro the following and presented their competent proof of identification:

Name

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

ATTY. KRISTIAN R. ABLAN

Undersecretary Department of Education

WILFREDO D. ALARCON

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.

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

Doc. No. 7; Page No. 04; Book No. 1; Series of 7007

ATTY. INCLUS AND MA, JR.
Notary Public for C. Junul Dec. 31, 2024
Roll No. 50183

PTR No. 4007172D/Jan. 03, 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
MCLE Comp. No. VII-000692409/21/2021-04/14/2025

Adın. Matter No. NP-002(2022-2023) 20 Kamagong St., Sapamanai Vill. East Fanview Q.C.

TIN: 138-541-197-000

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