



MR. DULCE C. VELASCO
 Consultant's Witness

PROJECT : Hiring of Highly Technical Consultant
CONTRACT NO. : 2022-FS4(001)-BIV-NPHTC-027-C014

CONTRACT

THIS CONTRACT made this 16 JAN 2023 day of PASIG CITY 2022 in Philippines, by and between:

RENO P. VELASCO
 Consultant

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, **ANNALYN M. SEVILLA**, as per DepEd Order No. 023, s. 2021, hereinafter referred to as "**DEPED**"; and **RENO P. VELASCO**, of legal age, Filipino and with address at Corner Freixas and Celis Sts., BF Executive Homes, Phase 5, Las Piñas City, Metro Manila, Philippines, hereinafter referred to as the "**CONSULTANT**";

ELIZABETH ENRIQUETA
 DEPED's Witness

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;

WHEREAS, **DEPED**, through the Finance Service – Employee Account Management Division, pursuant to the approved Resolution to Engage Consultant No. **2022-FS4(001)-BIV-NPHTC-027** dated 04 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:

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-FS4(001)-BIV-NPHTC-027 dated 04 November 2022 and all its attachments;
- ii. Notice of Award; and
- iii. Terms of Reference.

2. DURATION OF ENGAGEMENT

This Contract shall be for a period of **SIX (6) 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

ANNALYN M. SEVILLA
 Department of Education

[Signature]
MR. MALEDO C. VELASCO
Consultant's Witness

[Signature]
RENO P. VELASCO
Consultant

[Signature]
DEPED'S WITNESS
DEPED'S WITNESS

[Signature]
ANNALYN M. SEVILLA
Department of Education

no additional expense to **DEPED**, other than what is stipulated in this Contract.

3. TERMS OF REFERENCE

The **CONSULTANT** shall develop and propose strategies that will guide the DepEd Provident Fund (PF) National Board of Trustees (NBT) in establishing policy and management directions pertaining to the PF in consonance with existing government rules and regulations. Under the direction and/or approval of the DepEd PF NBT, the **CONSULTANT** shall perform the following:

- i. Perform as financial analyst who will work and make proposals on the financial services of the DepEd PF Program;
- ii. Assist in the fund management of the DepEd PF;
- iii. Provide technical expertise in the planning and/or conduct of management and monitoring review on the implementation of **DEPED's** PF programs at the central, regional, division and school levels;
- iv. Assist the PF NBT through the PF Secretariat in the development of a Loan Management System for the Fund, in collaboration with the ICTS;
- v. Inform the DepEd PF NBT regarding the understanding and deliberation of legal issues on PF policies and guidelines to ensure consistency with pertinent laws, rules, and regulations;
- vi. Serve as a resource person in workshops, seminars, and meetings conducted by **DEPED** in relation to the DepEd PF programs;
- vii. Perform special assignments from the DepEd PF NBT;
- viii. Provide final report and identify programs for continuity and documentation; and
- ix. Provide legal, technical and financial assistance/advice in the establishment of PF under EO 641.

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 SIX HUNDRED NINETY THOUSAND and 00/100 (Php 690,000.00)**, inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Six (6) Months	Php 690,000.00

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

[Signature]
MMA. MALCATE VELASCO
Consultant's Witness

[Signature]
RENO P. VELASCO
Consultant

[Signature]
DEPED'S WITNESS

[Signature]
ANNALYN M. SEVILLA
Department of Education

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 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 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:

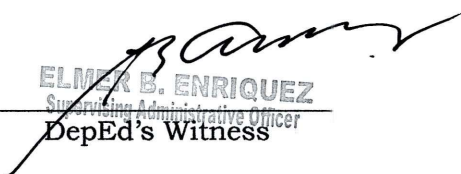


ANNALYN M. SEVILLA
Undersecretary
Department of Education



RENO P. VELASCO
Consultant

SIGNED IN THE PRESENCE OF:



ELMER B. ENRIQUEZ
Supervising Administrative Officer
DepEd's Witness



MA. RHUNNA L. CATALAN
Consultant's Witness

₱ 690,000 -
CERTIFIED FUNDS AVAILABLE:



MA. RHUNNAL. CATALAN

Chief Accountant



Annalyn M. Sevilla
ANNALYN M. VELASCO
Consultant's Witness

REPUBLIC OF THE PHILIPPINES)
_____, **METRO MANILA**) S.S.

BEFORE ME, a Notary Public in and for **PASIG CITY**, Metro Manila, Philippines, this _____ day of **6 JAN 2023** 20__ personally appeared the following and presented their competent proof of identification:

Name

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

ANNALYN M. SEVILLA
Undersecretary
Department of Education

DRIVER'S LICENSE
NO2 - 05 - 005881

R. P. Velasco
RENO P. VELASCO
Consultant

UMID CRN000-3958-3278-4

R. P. Velasco
RENO P. VELASCO
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. 366 ;
Page No. 74 ;
Book No. 70 ;
Series of 24

Leticia M. Amon
ATTY. LETICIA M. AMON
NOTARY PUBLIC
Pasig, Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22188
PTR AA No. 0112306/01-03-23
Lifetime IBP Member No. 04286
Official Receipt No. 574709. IBP Chapter
MCLE Compliance No. VII-0000050/6-18-2019
Ground Flr. Armal Centre, U. Velasco, Ave.,
Malinao, Pasig City


Annalyn M. Sevilla
ANNALYN M. SEVILLA
DEPED's Witness

Annalyn M. Sevilla
ANNALYN M. SEVILLA
Department of Education


REPUBLIC OF THE PHILIPPINES
 Unified Multi-Purpose ID

CRN-0111-4470147-1

SURNAME: VELASCO *
 GIVEN NAME: MA. DULCE
 MIDDLE NAME: CONCEPCION
 SEX: FEMALE
 DATE OF BIRTH: 1981/06/05 *Ma Dulce*
 ADDRESS:
 12 MARTIN ST. SAMSONVILLE SUBD
 MARCOS HWAY BRGY MAYAMOT
 ANTIPOLO CITY RIZAL PROVINCE-PHL
 1870








ma dulce

ma dulce

ma dulce

F569-14-7

In case of loss, please return to the nearest SSS Branch

* for DEPED use only