



**PROJECT: Hiring of Highly Technical Consultant**  
**CONTRACT NO.: 2023-BHROD2(002)-BV-NPHTC-060-C056**

**CONTRACT**

**THIS CONTRACT** made and entered into this 12<sup>th</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 and Office Order OO-OSEC-2023-60 (hereinafter referred to as "**DEPED**"); and **ROWENA S. NAVERA**, of legal age, Filipino, and with address at Nathaniel St., Baseview Homes, Banaybanay, Lipa City, Batangas (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 External Partnerships Service-Government and Community Partnership Unit, pursuant to the approved Resolution to Engage Consultant No. **2023-BHROD2(002)-BV-NPHTC-060** dated 08 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. **2023-BHROD2(002)-BV-NPHTC-060** dated 08 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 **SIX (6) 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.

*DepEd*  
 Darling Jay C. Pinoda  
 Consultant's Witness

*Rowena S. Navera*  
 ROWENA S. NAVERA  
 Consultant

*Atty. Michael Wesley T. Poa*  
 ATTY. MICHAEL WESLEY T. POA, Resty C. Osias, LLM., CESO IV  
 DEPED  
 Bureau of Human Resource and Organizational Development

**3. TERMS OF REFERENCE**

The **CONSULTANT** shall perform the following:

- a. Develop the program implementation plan for the duration of engagement;
- b. Provide technical expertise to facilitate knowledge building and sharing, and community of practice;
- c. Serve as a facilitator and coach for the duration of orientations, workshops, writeshops, and trainings; responsible for addressing queries during discussions, and for providing feedback on participants' outputs;
- d. Attend consultation meetings with the GFPS Secretariat as may be necessary;
- e. Prepare enhancement activities that are deemed necessary for the improvement of outputs expected of the participants in the conduct of various GAD-related activities;
- f. Formulate the draft Agency GAD Agenda and Strategic Framework in coordination with the NTWG;
- g. Formulate the Agency GAD Plans and Budget (GPB) and GAD Accomplishment Reports (GAD AR) in coordination with the GFPS Secretariat;
- h. Propose structure and staffing requirements for the establishment of GAD unit in the Department of Education;
- i. Provide an end-of-engagement report focusing on recommendations on how to improve and sustain gender mainstreaming efforts in the Department and effectively address the audit findings of COA on GAD.

**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 FOUR HUNDRED EIGHTY THOUSAND AND 00/100 (Php480,000.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Six (6) Months	Php480,000.00

Payment shall be made in tranches subject to the 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

*deped*  
**Darling Goy C. Anurda**  
Consultant's Witness

*Rowena S. Navera*  
**ROWENA S. NAVERA**  
Consultant

*Michael Wesley T. Arca*  
**ATTY. MICHAEL WESLEY T. ARCA**  
**Resty C. Ocasio, J.L.M., CESO IV**  
DEPED's Witness  
Director  
Bureau of Human Resource and Organizational Development

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 hold and maintain all Confidential Information relative to **DEPED** in the strictest confidence for the sole and exclusive benefit of **DEPED** and he or she shall carefully restrict access to Confidential Information to third parties without consent from the Supervising Undersecretary and/or the Secretary.

**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.


*darling*  
Darling Joy C. Pinuela  
Consultant's Witness

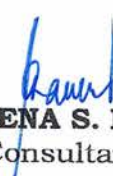
*Rowena S. Navera*  
ROWENA S. NAVERA  
Consultant

*Resty C. Oslas*  
ATTY. MICHAEL WESLEY T. PATA, Resty C. Oslas, LLM, CESO IV  
DEPED's Witness  
Bureau of Human Resource and Organizational Development

**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

  
**ROWENA S. NAVERA**  
Consultant

SIGNED IN THE PRESENCE OF:

  
**Atty. Resty C. Osias, LLM., CESO IV**  
Deputy Witness  
Bureau of Human Resource and Organizational Development

  
**Darling Joy C. Pinuda**  
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱480,000.-

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO (MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for PASIG CITY,  
Philippines, this \_\_\_\_ day of 12 DEC 2023 2023 personally appeared:

**NAME**

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

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

*N02-08-004762 , 2024-01-08 , Driver's 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.

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. 149;  
Page No. 1;  
Book No. 142;  
Series of 2023.

*L. Amen*  
**ATTY. LETICIA M. AMON**  
Notary Public  
**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-0000050/6-18-2012  
Ground Flr. Annal Centre, U. Velasco, Ave.  
Malinao, Pasig City

*Jbr*

REPUBLIC OF THE PHILIPPINES)  
PASIG CITY (METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for PASIG CITY,  
Philippines, this 12 DEC 2023 day of 2023 personally appeared:

**NAME**  
*Rowena S. Navera*  
**ROWENA S. NAVERA**  
Consultant

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)  
N03-00-296520, 2013-02-04, Driver's 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.

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. 150 ;  
Page No. 31 ;  
Book No. 742 ;  
Series of 2023.

*Lencia M. Amon*  
**ATTY. LENCIA M. AMON**  
Notary Public  
**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

*Jan*



Republic of the Philippines  
**Department of Education**  
 Bureau of Human Resource and Organizational Development  
 Employee Welfare Division

**CONSULTANCY SERVICES**  
**TERMS OF REFERENCE**

**PROJECT TITLE: HIRING OF HIGHLY TECHNICAL CONSULTANT**

<b>DESCRIPTION</b>	<b>END-USER'S TERMS OF REFERENCE</b>
<b>RATIONALE / OVERVIEW</b>	<p>The Department of Education (DepEd) issued DepEd Order No. 32 s. 2017 titled <i>Gender-Responsive Basic Education Policy</i> in line with its Gender and Development (GAD) mandate as stipulated in the 1987 Philippine Constitution, Republic Act (RA) No. 9710 or the <i>Magna Carta of Women</i> (MCW), RA 10533 or the <i>Enhanced Basic Education Act of 2013</i>, and the Philippines' International Human Rights Commitments to the Universal Declaration of Human Rights (UDHR), Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), and the Convention on the Rights of the Child (CRC), among others.</p> <p>RA 9710 defines GAD as the development perspective and process that is participatory and empowering, equitable, sustainable, free from violence, respectful of human rights, supportive of self-determination, and actualization of human potentials. It seeks to achieve gender equality as a fundamental value that should be reflected in development choices and contends that women are active agents of development, not just passive recipients of development.</p> <p>GAD focuses on gender mainstreaming, which refers to the strategy for:</p> <ol style="list-style-type: none"> <li>1. making women's as well as men's concerns and experiences an integral dimension of the design, implementation, monitoring, and evaluation of policies, programs, and projects in all social, political, civil, and economic spheres so that women and men benefit equally; and</li> <li>2. assessing the implications for women and men of any planned action, including legislation, policies, or programs in all areas and at all levels.</li> </ol> <p>Pursuant to DO 32, s. 2017, DepEd commits to integrate the principles of gender equality, gender equity, gender sensitivity, non-discrimination and human rights, in the provision and governance of basic education. This is in line with the DepEd's mandate to ensure access to quality basic education for all.</p> <p>In order to achieve these commitments, there is an urgent need to engage the services of a Highly Technical Consultant (HTC) to provide technical assistance to DepEd on matters related to GAD implementation considering that the Department has a history of non-compliance, particularly in the attainment of the mandated 5% agency budget from the GAA to implement GAD-related programs, projects, and activities (PPAs) and non-submission of the GAD agenda to the PCW.</p>

<b>OBJECTIVE</b>	Considering the given mandates, legal bases, and current concerns, the HTC shall be hired to provide technical assistance to the Department, specifically in providing direction setting in the integration of the GAD perspective in all PPAs and in the preparation of the draft GAD agenda. These activities shall help the Department in ensuring its compliance with the provisions of RA 9710 or the <i>Magna Carta of Women</i> , particularly on allocating at least 5% of the Agency's total budget for GAD which results in the non-issuance of AOM from COA to DepEd.
<b>Scope of the Services</b>	<p>In close coordination with the Bureau of Human Resource and Organizational Development – Employee Welfare Division (BHROD-EWD), the HTC shall be responsible for the following:</p> <ul style="list-style-type: none"> <li>• Develop the program implementation plan for the duration of engagement;</li> <li>• Provide technical expertise to facilitate knowledge building and sharing, and community of practice;</li> <li>• Serve as a facilitator and coach for the duration of orientations, workshops, writeshops, and trainings; responsible for addressing queries during discussions, and for providing feedback on participants' outputs;</li> <li>• Attend consultation meetings with the GFPS Secretariat as may be necessary;</li> <li>• Prepare enhancement activities that are deemed necessary for the improvement of outputs expected of the participants in the conduct of various GAD-related activities;</li> <li>• Formulate the draft Agency GAD Agenda and Strategic Framework in coordination with the NTWG;</li> <li>• Formulate the Agency GAD Plans and Budget (GPB) and GAD Accomplishment Reports (GAD AR) in coordination with the GFPS Secretariat;</li> <li>• Propose structure and staffing requirements for the establishment of GAD unit in the Department of Education;</li> <li>• Provide an end-of-engagement report focusing on recommendations on how to improve and sustain gender mainstreaming efforts in the Department and effectively address the audit findings of COA on GAD.</li> </ul> <p>In turn, the Department of Education shall:</p> <ul style="list-style-type: none"> <li>• Assist the HTC in accomplishing the program implementation plan;</li> <li>• Provide all relevant documents for the successful implementation of planned GAD-related PPAs;</li> <li>• Arrange consultation meetings and activities that may be necessary for the enhancement of outputs;</li> <li>• Review and provide comments and recommendations to enhance the outputs of the HTC; and</li> <li>• Compensate the HTC with the agreed amount as professional fee for his/her services, subject to the usual accounting and auditing rules and regulations.</li> </ul> <p>As a result of the engagement, the HTC shall deliver the following:</p>



	<ul style="list-style-type: none"> <li>• Program Implementation Plan;</li> <li>• Conduct of capacity-building workshops on Gender Sensitivity</li> <li>• Conduct of capacity-building workshops on the use of Harmonized Gender and Development Guidelines (HGDD) tool;</li> <li>• Conduct of series workshops and writeshops for the formulation of the Agency GAD Agenda;</li> <li>• Conduct of capacity building workshops for the preparation of GAD Plans and Budgets (GPBs);</li> <li>• Conduct of capacity building workshops for the preparation of GAD Accomplishment Reports (GAD ARs);</li> <li>• Draft Agency GAD Agenda and Strategic Framework;</li> <li>• Finalized GPBs of the Department;</li> <li>• Finalized GAD ARs of the Department;</li> <li>• Modules on the various capacity-building activities and workshops;</li> <li>• Proposed structure and staffing requirements of GAD unit in the Department of Education; and</li> <li>• End of engagement report focusing on recommendations on how to improve and sustain gender mainstreaming efforts in the Department and effectively address the audit findings of COA on GAD.</li> </ul> <p><b>The period of engagement shall be from September 2023 to February 2024.</b></p>
<p><b>MINIMUM MANPOWER REQUIREMENTS</b></p>	<p>The HTC shall meet the following requirements:</p> <p><b>Education</b> – preferably with Masters degree or equivalent in gender studies, sociology, social welfare, development studies, and other related fields</p> <p><b>Experience</b> – minimum 7 years’ experience in gender mainstreaming and needs assessment, planning, and implementation; diversified and progressively responsible professional experience in Gender and Human Rights or International Development, specifically related to the promotion of gender equality and women’s empowerment, including considerable experience dealing with policy makers</p> <p><b>Affiliations</b> – must be a certified member of the National Gender Resource Pool of the PCW; preferably connected with international and/or national committees on GAD; is a member or has become a member of the Philippine Delegation to UNCSW</p> <p><b>Language</b> – fluency in written and spoken English</p>
<p><b>FACILITIES AND EQUIPMENT (TO BE PROVIDED BY PROCURING ENTITY)</b></p>	<p>N/A</p>

OUTPUT SCHEDULE/ DELIVERABLES AND PAYMENT SCHEDULE	Payment Schedule	Deliverables	Amount (PhP)
	1 <sup>st</sup> Tranche (33.33%) September – October 2023	<ul style="list-style-type: none"> <li>• Contract signing;</li> <li>• Accomplished program implementation plan for the duration of engagement;</li> <li>• Conduct of Gender Sensitivity (GST) and Harmonized Gender and Development (HGDG) Training of Trainers for CO and RO participants;</li> <li>• Module/presentation materials for GST and HGDG ToT;</li> <li>• Serve as a resource person on the topic about GAD during the HROD convention;</li> <li>• Conduct of writeshops to the NTWG on the formulation of Agency GAD Agenda;</li> <li>• Module/presentation materials for the writeshops on the formulation of GAD Agenda; and</li> <li>• Attend consultation meetings regarding Inter-agency commitments and deliverables, including small group discussions with the Program Management Team (PMT) for the enhancement and finalization of activity outputs.</li> </ul>	Php 160,000.00
2 <sup>nd</sup> Tranche (33.33%) November – December 2023	<ul style="list-style-type: none"> <li>• Conduct of ToT on the preparation of GAD Plans and Budget (GPB) and GAD Accomplishment Reports (GAD AR) for CO and RO participants;</li> <li>• Module/presentation materials for the ToT on the preparation for GPB and GAD AR;</li> <li>• Finalized/consolidated GPB of the Department;</li> <li>• Conduct of writeshop and validation workshops to the NTWG, PCW, and select GAD experts for the formulation of Agency GAD Agenda;</li> <li>• Module/presentation materials for the writeshop and validation workshops on the formulation of GAD Agenda;</li> <li>• Draft Agency GAD Agenda;</li> </ul>	Php 160,000.00	

		<ul style="list-style-type: none"> <li>Attend consultation meetings regarding Inter-agency commitments and deliverables, including small group discussions with the Program Management Team (PMT) for the enhancement and finalization of activity outputs.</li> </ul>	
	<p>3<sup>rd</sup> Tranche (33.33%) January – February 2024</p>	<ul style="list-style-type: none"> <li>Finalized Agency GAD Agenda ready for presentation to the ExeCom;</li> <li>Finalized/consolidated GAD AR of the Department;</li> <li>Attend consultation meetings regarding Inter-agency commitments and deliverables, including small group discussions with the Program Management Team (PMT) for the enhancement and finalization of activity outputs.</li> <li>Proposed structure and staffing requirements of GAD unit in the Department of Education; and</li> <li>End of engagement report focusing on recommendations on how to improve and sustain gender mainstreaming efforts in the Department and effectively address the audit findings of COA on GAD.</li> </ul>	<p>Php 160,000.00</p>
		<b>TOTAL</b>	<b>Php 480, 000.00</b>