



**PROJECT : Hiring of Highly Technical Consultant-Policy Writer**  
**CONTRACT NO.: 2023-ICTS1(001)-BV-NPHTC075-C096**

**CONTRACT**

**THIS CONTRACT** made and entered into this 25<sup>th</sup> day of April 2024 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 Office Order (OO-OSEC-2023-267), dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **RESURRECCION V. CRUZ**, of legal age, Filipino, and with address at 512 Rio Grande Bldg. Riverfront Residences, Brgy. Caniogan, Pasig 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 Office of Information and Communications Technology Service-Office of the Director, pursuant to the approved Resolution to Engage Consultant No. **2023-ICTS1(001)-BV-NPHTC-075** dated 15 November 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-ICTS1(001)-BV-NPHTC-075** dated 15 November 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.

ATTY. MICHAEL WESLEY T. POA  
 DEPED  
 DEPED's Witness  
 FERDINAND B. PITAGAN, PMD  
 DEPED  
 DEPED's Witness  
 RESURRECCION V. CRUZ  
 Consultant  
 ARON JOHN V. TOLEDO  
 Consultant's Witness



**3. TERMS OF REFERENCE**

The **CONSULTANT** shall perform the following:

- i. Facilitate the conduct of requirements and data gathering, focused group discussions, interviews, workshops and other similar activities required for the validation and finalization of the Information Systems Strategic Plan (ISSP);
- ii. Review the Draft ISSP and related documents (including the MATATAG Agenda) to understand alignment with the sectoral and national goals, objectives and strategies;
- iii. Provide technical guidance to the ICTS ISSP Technical Working Team in the revision and finalization of the ISSP Plan;
- iv. Revise the draft ISSP based on comments provided by various offices in the Department of Education (DepEd) and the Department of Information and Communications Technology (DICT);
- v. Coordinate with Department of Information and Communications Technology (DICT) and other relevant offices and stakeholders through the ICTS-Office of the Director on matters related to the finalization and approval of ISSP;
- vi. Finalize the ISSP and facilitate its submission and presentation to DICT and as necessary to DBM for budget approval;
- vii. Update the ISSP after approval if necessary.

**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 (PhP)
Highly Technical Consultant-Policy Writer	Six (6) Months	480,000.00

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**.

*[Signature]*  
**RESURRECCION V. CRUZ**  
 Consultant  
*[Signature]*  
**ARACELYN V. TOLEDO**  
 Consultant's Witness

*[Signature]*  
**ATTY. MICHAEL WESLEY T. POA**  
 DEPED  
*[Signature]*  
**FERDINAND B. PITAGAN, PHD**  
 DEPED's Witness



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 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**

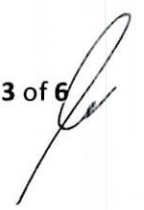
The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to RA No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

  
AARON JOHN V. TOLENO  
Consultant's Witness

  
RESURRECCION V. CRUZ  
Consultant

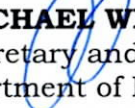
  
FERDINAND B. PITAGAN, PhD  
DEPED's Witness

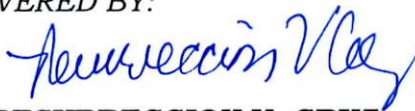
  
ATTY. MICHAEL WESLEY T. POA  
DEPED



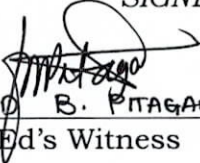
**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

*SIGNED, SEALED AND DELIVERED BY:*

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

  
**RESURRECCION V. CRUZ**  
Consultant

*SIGNED IN THE PRESENCE OF:*

  
**FERDINAND B. PITAGAN, PhD**  
DepEd's Witness

  
**AARON JOHNNY V. TOLEDO**  
Consultant's Witness

*CERTIFIED FUNDS AVAILABLE: ₱480,000.-*

  
**MA. RHUNNA L. CATALAN**

*Chief Accountant*  
**Chief Accountant**

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_, METRO MANILA) S.S  
**PASIG CITY**

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for **PASIG CITY**, Philippines,  
this \_\_\_\_ day of **29 APR 2024** 202\_\_ personally appeared:

**NAME**

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

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

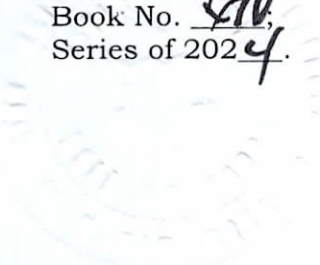
Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

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. 76 ;  
Page No. 9 ;  
Book No. 214 ;  
Series of 2024 .

**ATTY. NEIL TALENGIT ALBOPERA**  
NOTARY PUBLIC  
NOTARY PUBLIC  
Until December 31, 2025  
Pasig City and in the Municipality of Pateros, Metro M:  
PTR No. 1857680 / Pasig City/01 -02-2024  
IBP No. 325487; 12/06 /2023 (MD for 2024 ,  
Admitted to the Philippine Bar on 04/12/2022  
Roll of Attorney No. 76228  
TIN No. 242 -007-260-000  
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City  
Appointment No. 58 (2024-2025)  
Cellphone No. 0977 -634-4229





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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for PASIG CITY, Philippines,  
this \_\_\_\_ day of 29 APR 2024 202\_\_ personally appeared:

**NAME**

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

**RESURRECCION V. CRUZ**  
Consultant

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. 17 ;  
Page No. 9 ;  
Book No. 510 ;  
Series of 2024 .

**ATTY. NEIL TANANGIT ALBORNOZ**  
NOTARY PUBLIC  
Until December 31, 2025  
Pasig City and in the Municipality of Pateros, Metro Manila  
PTR No. 1357680 / Pasig City/01 -02-2024  
IBP No. 324487; 12/06 /2023 (MD for 2024)  
Admitted to the Philippine Bar on 04/12/2022  
Roll of Attorney No. 76228  
TIN No. 242 -007 -260 -000  
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City  
Appointment No. 58 (2024-2025)  
Cellphone No. 0977 -634 -4229

**TERMS OF REFERENCE FOR HIGHLY TECHNICAL CONSULTANT**

**Hiring of Highly Technical Consultant – Policy Writer**

**Roles and Responsibilities:**

1. Facilitate the conduct of requirements and data gathering, focused group discussions, interviews, workshops and other similar activities required for the validation and finalization of the Information Systems Strategic Plan (ISSP);
2. Review the Draft ISSP and related documents (including the MATATAG Agenda) to understand alignment with the sectoral and national goals, objectives and strategies;
3. Provide technical guidance to the ICTS ISSP Technical Working Team in the revision and finalization of of the ISSP Plan;
4. Revise the draft ISSP based on comments provided by various offices in the Department of Education (DepEd) and the Department of Information and Communications Technology (DICT);
5. Coordinate with Department of Information and Communications Technology (DICT) and other relevant offices and stakeholders through the ICTS - Office of the Director on matters related to the finalization and approval of ISSP;
6. Finalize the ISSP and facilitate its submission and presentation to DICT and as necessary to DBM for budget approval;
7. Update the ISSP after approval if necessary.

**Qualifications:**

1. With experience in providing technical assistance for the preparation of the Information Systems Strategic Plan (ISSP) of at least three government agencies/organizations;
2. With at least 10 years of experience in managing or participating in the design, development and implementation of ICT plans and solutions in the education sector;
3. With at least 10 years of experience as ICT or Information Systems Consultant on projects for or with the Philippine government

**RECEIVED**  
BAC Secretariat Division

NOV 15 2023

Time: 2:19 pm  
Doc. No. 2023-11-1, 2663  
By: JRM **JAMES ROY B. LUIB**  
Administrative Support II  
BAC Secretariat Division