



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**  
**CONTRACT NO. : 2023-USEC9(001)-BV-NPHTC049-C039**

**CONTRACT**

**THIS CONTRACT** made and entered this 20 SEP 2023 day of 2023 in PASIG CITY Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City represented herein by its Undersecretary, **GLORIA JUMAMIL-MERCADO**, 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 **MGEN. PEALE JON L. BONDOC, PA (RET)**, of legal age, Filipino, and with address at #9 Cabal St., AFPOVAI Phase 5, Brgy. Western Bicutan, Taguig City, hereinafter referred to as the "**CONSULTANT.**"

**DEPED** and **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 (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 the Undersecretary for Operations, pursuant to the approved Resolution to Engage Consultant No. **2023-USEC9(001)-BV-NPHTC-049** dated 08 August 2023, 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. **2023-USEC9(001)-BV-NPHTC-049** dated 08 August 2023 and all its attachments;
- ii. Notice of Award; and
- iii. 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

*[Signature]*  
MA. VIVIAN KAREN P. BONDOC  
Consultant's Witness

*[Signature]*  
MGEN. PEALE JON L. BONDOC, PA (RET)  
Consultant

*[Signature]*  
VIVIAN KAREN P. BONDOC  
DEPED's Witness

*[Signature]*  
GLORIA JUMAMIL-MERCADO  
DEPED



  
**MA. VIVIAN KAREN P. BONDOC**  
 Consultant's Witness

  
**MGEN. PEALE JON L. BONDOC, PA (RET)**  
 Consultant

  
**VERA L. GONZALES**  
 DEPED's Witness

  
**GLORIA JUMAMIL-MERCADO**  
 DEPED

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. Review of existing DepEd policies concerning the prevention and mitigation of armed conflict situations and existing documentation of notable peace-building initiatives of schools;
- ii. Provide recommendations on the enhancement of PPAs related to other crisis management aspects of armed conflict (i.e. response, rehabilitation, and recovery);
- iii. Conduct of consultation activity on the development of the Operations Manual for conflict monitoring and early detection of armed conflict situations;
- iv. Presentation of the initial draft of the Operations Manual;
- v. Preparation of final revisions and presentation to the Undersecretary, and
- vi. Conduct of orientation activity on the adoption of the Operations Manual.

**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 Twenty Thousand and 00/100 (PhP420,000.00)** inclusive of VAT detailed as follows:

<b>Output/Deliverables</b>	<b>Delivery Period</b>	<b>Payment Terms</b>
Report on the Review of existing DepEd policies concerning armed conflict situations and existing documentation of notable peace-building initiatives of schools	Within thirty (30) calendar days after receipt of NTP	17% Php 71,400.00
Proposal on the enhancement of PPAs related to response, rehabilitation, and recovery interventions for armed conflict	Within thirty (30) calendar days after milestone 1	16% Php 67,200.00
Activity Report and Summary of Inputs on the Consultation activity on the development of the	Within thirty (30) calendar days after milestone 2	17% Php 71,400.00
Operations Manual for conflict monitoring and early detection of armed conflict situations	Within thirty (30) calendar days after milestone 3	16% Php 67,200.00
Initial draft of the Operations Manual	Within thirty (30) calendar days after milestone 4	17% Php 71,400.00



Activity Import on the Orientation activity on the adoption of the Operations Manual	Within thirty (30) calendar days after milestone 5	Php 17% 71,400.00
<b>Total</b>	<b>180 Calendar Days</b>	<b>Php 420,000.00</b>

Payment shall be made in tranches and subject to submission of outputs/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 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 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

  
**MA VIVIAN KAREN P. BONDOC**  
 Consultant's Witness

  
**MGEN. PEALE JON L. BONDOC, PA (RET)**  
 Consultant

  
**WILFRIDO C. LOYERTE**  
 DEPED's Witness

  
**GLORIA J. MAMIL-MERCADO**  
 DEPED


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:


  
**GLORIA JUMAMIL MERCADO**  
Undersecretary  
Department of Education

  
**MGEN. PEALE JON L. BONDOC, PA (RET)**  
Consultant

Y

SIGNED IN THE PRESENCE OF:

  
DepEd's Witness

  
MA. VIVIAN KAREN P. BONDOC  
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱420,000.-

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant  
7/18 2018



REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_, METRO MANILA) S.S

**ACKNOWLEDGMENT**

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

<b>NAME</b>	<b>GOVERNMENT ISSUED ID</b> <i>(Number, Issued On, Issued By)</i>
<b>GLORIA JUMAMIL-MERCADO</b> Undersecretary DEPED	P6519758A, 22 March 2018 DFA Manila

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. 454;  
Page No. 02;  
Book No. 122;  
Series of 2023.

*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. 574700, IBP Chapter  
 MCLE Compliance No. VII-0000050/6-13-2019  
 Ground Flr. Armal Centre, U. Velasco, Ave.,  
 Malinao, Pasig City

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_, METRO MANILA) S.S

**ACKNOWLEDGMENT**

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

**NAME**

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

**MGEN. PEALE JON L. BONDOC**  
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. 455  
Page No. 92;  
Book No. 72;  
Series of 2023.

*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 ISP Member No. 04286  
Official Receipt No. 574700, ISP Chapter  
MCLE Compliance No. VII-0800050/6-18-2019  
Ground Flr. Armal Centre, U. Velasco, Ave.,  
Malinao, Pasig City

**TERMS OF REFERENCE FOR HIGHLY TECHNICAL CONSULTANT  
Office of the Undersecretary for Operations**

<b>Procurement Title</b>	Hiring of Highly Technical Consultant
<b>Objectives and Purpose of the Assignment</b>	<p>Under DepEd Order 001, s. 2023 titled <i>Revised Designation of Undersecretaries and Assistant Secretaries to their Strands and Functional Areas of Responsibilities and Revised Signing Authorities</i>, the Operations (OPS) Strand is mandated to ensure that DepEd, as an organization, shall be capacitated to continuously improve and be strategic in managing the environment in which teaching and learning takes place.</p> <p>One of the functional areas covered by the OPS Strand is the management of disasters and risk factors that may affect the learning environment. Directly supervised by the Undersecretary is the Disaster Risk Reduction and Management Service, which is in-charge of implementing initiatives and programs that ensure the delivery of education services amid disasters and emergencies.</p> <p>One of these hazards includes the occurrence of armed conflict, which continuously poses serious threats to communities, as well as to our schools and life-long learners.</p> <p>Relatedly, the Department issued DepEd Order No. 032, s. 2019 which provides for the National Policy Framework on Learners and Schools as Zones of Peace (LSZOP) that outlines the overall strategy in ensuring the safety of personnel and learners in situations of armed conflict, as well as the continuity of learning.</p> <p>In support of DO 032, s. 2019, particularly the implementation of Peace for Education as one of the building blocks of the National Policy Framework on LSZOP, there is a need for the establishment of an Operations Manual for the prevention and mitigation of armed conflict. This Manual shall provide guidance to DepEd field offices and schools in the identification of their vulnerability and exposure to local conflicts, and well as in the crafting of appropriate mechanisms for maintaining the safety and security of personnel and learners, grounded on adequate analysis of conflict situation in their respective areas.</p>
<b>Scope of Work</b>	<p>The Highly Technical Consultant (HTC), under the supervision of the Undersecretary for Operations, is expected to work with DepEd in the development of an Operations Manual for the prevention and mitigation of armed conflict, specifically on conflict monitoring and early detection of armed conflict situations. This covers the conduct of activities necessary for the development of the Manual, which includes but not limited to:</p>



	<ul style="list-style-type: none"> <li>• Review of existing DepEd policies concerning the prevention and mitigation of armed conflict situations and existing documentation of notable peace-building initiatives of schools;</li> <li>• Provide recommendations on the enhancement of PPAs related to other crisis management aspects of armed conflict (i.e. response, rehabilitation, and recovery);</li> <li>• Conduct of consultation activity on the development of the Operations Manual for conflict monitoring and early detection of armed conflict situations;</li> <li>• Presentation of the initial draft of the Operations Manual;</li> <li>• Preparation of final revisions and presentation to the Undersecretary, and</li> <li>• Conduct of orientation activity on the adoption of the Operations Manual.</li> </ul>
<p><b>Duties and Responsibilities</b></p>	<p>The following are the specific duties and responsibilities of the HTC:</p> <ol style="list-style-type: none"> <li>1. Conduct review of and provide inputs on the existing DepEd policies concerning the prevention and mitigation of armed conflict situations, including DO 032, s. 2019;</li> <li>2. Review existing documentation of notable peace-building initiatives of schools in maintaining learners and schools as zones of peace;</li> <li>3. Provide recommendations for the enhancement of the programs, projects, and activities of DepEd DRRMS on other crisis management components for armed conflict such as response, rehabilitation and recovery interventions;</li> <li>4. Facilitate consultation activities with DRRMS, other concerned DepEd Central Office personnel, and field offices concerning the development and enhancement of the Operations Manual;</li> <li>5. Conduct orientation activities to concerned offices and personnel on the adoption of the Operations Manual;</li> <li>6. Participate in meetings concerning the establishment of Learners Resource Center to provide inputs concerning the development of protocols for armed conflict situations in schools; and</li> <li>7. Provide technical expertise and inputs to the Undersecretary on matters involving armed conflict situations.</li> </ol>