



Republic of Philippines  
**DEPARTMENT OF EDUCATION**



DepEd Complex, Meralco Avenue, Pasig City  
 Trunk Line (02) 639-13-61 Website <http://www.deped.gov.ph>

**PROJECT : Hiring of Highly Technical Consultant**  
**CONTRACT NO. : 2023-PAS1(020)-BV-NPHTC050-C036**

**CONTRACT**

**THIS CONTRACT** made and entered this 23 day of August 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 for Human Resource and Organizational Development, **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 **DERF HANZEL C. MAIZ**, of legal age, Filipino, and with address at Lot 19, Block 1, Phase II, Deca Resorts and Residences, Brgy. Mintel, Davao 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 Public Affairs Service-Office of the Director, pursuant to the approved Resolution to Engage Consultant No. **2023-PAS1(020)-BV-NPHTC-050** dated 14 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:

- a. Resolution to Engage Consultant No. **2023-PAS1(020)-BV-NPHTC-050** dated 14 August 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

JOHN VINCENT RAZAL  
 Consultant's Witness

DERF HANZEL C. MAIZ  
 Consultant

JASON V. MERCENE  
 DEPED's Witness

GLORIA JUMAMIL-MERCADO  
 DEPED

*John Vincent Raza*  
JOHN VINCENT RAZAL  
Consultant's Witness

*Derf Hanzel C. Maiz*  
DERF HANZEL C. MAIZ  
Consultant

*Tracy V. Mercene*  
TRACY V. MERCENE  
DEPED's Witness

*Glora Jumamil-Mercado*  
GLORA 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:

- a. Extend professional guidance on the communication strategies being implemented by the Public Affairs Service;
- b. Communication Strategy Development: Assist in the development of strategic communication and content documents for diverse stakeholders;
- c. Quality Assurance: Conduct rigorous reviews and quality checks of communication materials to ensure accuracy, consistency, and adherence to communication guidelines;
- d. Coaching: Provide guidance to internal teams and executive committee members on effective communication strategies and techniques;
- e. Crisis Communication: Assist in managing media and public issues by providing strategic crisis communication approaches.

**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 Fifty Thousand and 00/100 (PhP450,000.00) only** inclusive of VAT detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Six (6) Months	Php75,000.00 per month

Payment shall be made on a monthly basis and subject to submission of accomplishment reports and/or outputs 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 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 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 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.

  
UDHN VINCENT RAZAL  
Consultant's Witness


  
DERF HANZEL C. MAIZ  
Consultant

  
JASON V. MERCENE  
DEPED's Witness

  
GLORIA SUMAMIL-MERCADO  
DEPED


**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 for Human Resource and  
Organizational Development  
Department of Education

  
**DERF HANZEL C. MAIZ**  
Consultant

*SIGNED IN THE PRESENCE OF:*

  
**JASON V. MERCENE**  
~~Supervising Administrative Officer~~  
~~Officer-in-Charge~~  
Don Ed's Witness  
Public Affairs Service - Office of the Director

  
**JOHN VINCENT KAZAL**  
Consultant's Witness

**CERTIFIED FUNDS AVAILABLE:** ₱450,000-

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

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 23 OCT 2023 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. 92;  
Page No. 20;  
Book No. 172;  
Series of 2023.

*[Signature]*  
**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. 04266  
Official Receipt No. 574709. IBP Chapter  
MCLE Compliance No. VII-0000050/6-18-2019  
Ground Flr. Arma Centre, U. Velasco, Ave.,  
Malinao, Pasig City



REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

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**NAME**

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


**DERF HANZEL C. MAIZ**  
Consultant

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*L. Amon*  
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Notary Public /  
Pasig, Pateros & San Juan  
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**NOTARY PUBLIC**  
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