



PROJECT : Hiring of IT Consultant
CONTRACT NO. : 2023-AdmS3(001)-BV-NPHTC016-C010

CONTRACT

THIS CONTRACT made and entered this 22 day of June 2023 in _____, Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, **GLORIA JUMAMIL-MERCADO**, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-060 (hereinafter referred to as "**DEPED**"); and **CHRISTIE NELLIE C. TIANGCO**, of legal age, Filipino, and with address at 10-A M. Roxas St., Vista Valley Executive Village, Marikina City, Philippines (hereinafter referred to as the "**CONSULTANT**").

DEPED and the **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 Administrative Service-Cash Division, pursuant to the approved Resolution to Engage Consultant No. **2023-AdmS3(001)-BV-NPHTC-016** dated 10 May 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-AdmS3(001)-BV-NPHTC-016** dated 10 May 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 upon his or her receipt of the Notice to Proceed (NTP). 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

Consultant's Witness

CHRISTIE NELLIE C. TIANGCO
Consultant

SONIA N. DE LEON
Chief Administrative Officer
DEPED's Witness

GLORIA JUMAMIL-MERCADO
DEPED

Consultant's Witness

DEPED, provided that 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. Provide services to both the Cash and Accounting Divisions, as well as to other offices within the Central Office that require reports related to the CMS;
- b. Provide technical inputs in the system technical design and development strategies to ensure adherence to accounting and auditing best practices and standards;
- c. Adjust/Enhance/Improve existing cash disbursement and receipts application systems according to agreed requirements/adjustments and set development standards;
- d. Monitor performance and perform fine-tuning of application systems and update as necessary the system components;
- e. Ensure the organizational capacity of DepEd to sustain the implementation and use of the cash disbursement and receipts application systems which includes on-the-job coaching of the concerned staff of the Accounting and Cash Divisions regarding systems operations;
- f. Develop an interface for the preparation of Payment Order and issuance of Official Receipts between the Accounting and Cash Divisions;
- g. Develop an interface on the issuance of official receipts in the event of implementation of the online payment system; and
- h. Perform other tasks as may be required and 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 SIXTY-TWO THOUSAND AND 00/100 (PHP462,000.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
IT Consultant	Six (6) Months	Php77,000.00 per month

Payment shall be made on a monthly basis 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 for any purpose other than what is stipulated under this Contract. Immediately upon

CHRISTIE NELLIE C. TIANGCO
Consultant

SONIA H. DE LEON
Chief Administrative Officer
DEPED's Witness

GLORIA JUMAMIL-MERCADO
DEPED

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 that 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 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.


Consultant's Witness



CHRISTIE NELLIE C. TIANGCO
Consultant


SONIA R. DE LEON
Chief Administrative Officer
Cash Division
DEPED's Witness


GLORIA JUMAMIL-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 *grv*


CHRISTIE NELLIE C. TIANGCO
Consultant

SIGNED IN THE PRESENCE OF:


SONIA RADE LEON
Chief Administrative Officer
Cash Division
DepEd's Witness


Consultant's Witness

CERTIFIED FUNDS AVAILABLE: *₱42,000.-*


MA. RHUNNA L. CATALAN
Chief Accountant
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of JUN 29 2023 2023 personally appeared:

NAME
CHRISTIE NELLIE C. TIANGCO
Consultant

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
D16-98-185088 6/8/19 Drivers 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.

NOTARY PUBLIC

Doc. No. _____ 202
Page No. _____ 42
Book No. _____ 2
Series of 2023.

[Signature]
MYRNA B. PACALA
Notary Public
PTR No. 2896316, 01/03/23 CSJDM
IBP No. 259086, 01/03/23, Pasig City
Commission Expires on Dec. 31, 2024
Roll No. 48612, MCLE-VII-0012037, 03/04/22


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REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of JUN 24 2023 2023 personally appeared:

NAME

GLORIA JUMAMIL-MERCADO
Undersecretary for Human Resource and
Organizational Development
Department of Education

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

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CONSULTANCY SERVICES TERMS OF REFERENCE

Name of Project:

- **HIRING OF IT CONSULTANT**

CHRISTIE NELLIE C. TIANGCO for a period of six (6) months

Rationale/Overview	The Cash and Accounting Divisions utilize the Cash Management System (CMS) in its operations, particularly in the payment of obligations through checks and LDDAP-ADA. The CMS has been developed and installed in the Cash Division in 2000 in an effort to automate its financial transactions, specifically in the preparation of checks and generation of reports. Throughout the years, the CMS has evolved to a data sharing system for both the Cash and Accounting Divisions where they can monitor the status of fund disbursements and receipts. In addition to the disbursement modules for check and LDDAP-ADA and receipts module, the CMS now includes modules for payment inquiry, email notification and tracking transactions. It is also continuously being improved and enhanced based on emerging needs of the users.
Objective	The HTC shall continuously maintain, upgrade, improve and enhance the Cash Management System (CMS) currently used by the Cash and Accounting Divisions in the processing of payments through checks and LDDAP-ADA, recording receipts of collections, and in the generation of reports required by regulatory offices.
Scope of Work	<p>The HTC shall:</p> <ul style="list-style-type: none"> • provide services to both the Cash and Accounting Divisions, as well as to other offices within the Central Office that require reports related to the CMS. • provide technical inputs in the system technical design and development strategies to ensure adherence to accounting and auditing best practices and standards; • adjust/enhance/improve existing cash disbursement and receipts application systems according to agreed requirements/ adjustments and set development standards; • monitor performance and perform fine-tuning of application systems and update as necessary the system components; • ensure the organizational capacity of DepEd to sustain the implementation and use of the cash disbursement and receipts application systems which includes on-the-job coaching of the concerned staff of the Accounting and Cash Divisions regarding systems operations;

	<ul style="list-style-type: none"> • provide services to both the Cash and Accounting Divisions, as well as to other offices within the Central Office that require reports related to the CMS • develop an interface for the preparation of Payment Order and issuance of Official Receipts between the Accounting and Cash Divisions • develop an interface on the issuance of official receipts in the event of implementation of the online payment system • perform other tasks and may be required and necessary
Minimum Manpower Requirements	<p>The HTC shall meet the following requirements:</p> <ul style="list-style-type: none"> • Must have knowledge on government accounting rules and regulations and financial management • Must have knowledge in business solutions and change management support services • Must be proficient in both strategic and tactical information systems • Must have experience in programming, network administration, system analysis and provide technical support in the organization • Must be knowledgeable in hardware and software solutions • Must have at least ten (10) years experience in computer programming • Must have at least five (5) projects in government agencies, preferably including the education sector
Facilities and Equipment (To be Provided by Procuring Entity)	<p>N/A</p>
Output Schedule / Deliverables and Payment Schedule	<p>The Consultant shall report to the Cash and Accounting Divisions at least once a week, the schedule to be determined upon signing of the Contract. If she shall be unable to report onsite on a weekly basis, she should make herself readily available whenever her services are needed and always be on call to provide immediate solutions to problems encountered by the users in the database system which may be done remotely.</p> <p>Within the six-month period, the Consultant shall have developed/created an interface on the Cash Receipts Module of the existing CMS for the preparation of Order of Payment and the issuance of Official Receipts. She shall also be able to develop/create an interface on the issuance of Official Receipts in the event of the implementation of the online payment system. These are in addition to the enhancements or improvements that may be requested by the users of the CMS.</p> <p>For the six-month period, the Consultant shall perform the following tasks:</p> <p>➤ Migration of the CMS and the application to the Cloud</p>

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- Prepare and maintain updated system documentation, i.e. system architecture and operations manual
 - Knowledge sharing of the CMS with the ICTS
1. Continuous Support for the following CMS Applications
 - NCA Receipts, Utilization, Lapses, and real-time NCA Bank Balance
 - Cash Receipts and Deposits
 - ORS Receiving and Tracking
 - NORSA Transaction Recording and Reporting
 - Check and Direct Deposit (LDDAP) Payment Processing, Tracking and Reporting
 - Payee Email Notification
 - Payee Status Inquiry Kiosks
 - Administration Procurement Payment Inquiry
 - Landbank FINDES Data Entry Automation
 - Periodic and On-demand Ad-hoc reports (digital and/or printed data) for stand-alone systems eBMS and eFRS inputs, such as
 - Actual budget utilization disbursement data
 - Journal and Bookkeeping disbursement data
 - Disbursement Summary for financial reports
 2. Develop and install the following planned new features for year 2023
 - Disbursement Monitoring Program – Office of Dir. Calapit
 - Payment Status Documents Tracking – Office of Dir. Calapit
 - School Payment Inquiry – Office of Usec. Annalyn Sevilla
 - ORS Module – Accounting Receiving Section
 - Used for certifying allotment availability and approval of obligation
 - To be used by requisitioning office
 - Order of Payment and Issuance of Official Receipt by Cash Division
 - Recording of Online Payment Processing and Official Receipt issuing by Cash Division
 3. Continuous software maintenance services
 - Create new FY CMS database backend and user interface frontend applications
 - Transfer previous FY incomplete payment transaction records to new FY CMS database as previous year (PY) obligations
 - Archive previous fiscal-year database and software applications
 - Data cleansing
 4. Technical Support

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- Enhancement project completed
- Status of enhancement project started
- Troubleshooting and identifying LAN and hardware related problems
- Software program testing and debugging
- Install/uninstall software applications as needed
- Perform periodic system performance gap-analysis and initiate solutions
- User training and tutoring

5. Recurring Service Routine

➤ **DAILY**

- Daily back-up and compact database before start of working hours to avoid system downtime
- Check for errors and make necessary corrections to eliminate cause of system errors or user-induced problems
- Respond to On-Call requests for services
 - Ad-hoc reports
 - Software bug
- Work on enhancement projects

➤ **WEEKLY**

- On-site assistance

➤ **Attend meetings regarding systems operations**

6. Training

Payment of salaries for services rendered shall be on a monthly basis at the rate of P77,000.00 per month upon submission of a report on the technical assistance provided.

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