



PROJECT : Hiring of Highly Technical Consultant-Programmer for Review and Enhancement of PMIS
CONTRACT NO. : 2023-ICTS2(011)-BV-NPHTC017-C011

CONTRACT

THIS CONTRACT made and entered this 27th 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 for Human Resource and Organizational Development, **GLORIA JUMAMIL-MERCADO**, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-060 (hereinafter referred to as "**DEPED**"); and **ARNOLD P. SAYSON**, of legal age, Filipino, and with address at Blk. 115 Lot 25 Phase 1 Mabuhay City, Paliparan III, Dasmariñas, Cavite, 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 Information and Communications Technology Service-Solutions Development Division (ICTS-SDD), pursuant to the approved Resolution to Engage Consultant No. **2023-ICTS2(011)-BV-NPHTC-017** 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-ICTS2(011)-BV-NPHTC-017** 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

Mulayn
RHODORA DECSI
Consultant's Witness

ARNOLD P. SAYSON
Consultant

Glenn
DEPED's Witness

GLORIA JUMAMIL-MERCADO
DEPED

EW Copy

of **SIX (6) MONTHS**. 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.

3. TERMS OF REFERENCE

The **CONSULTANT** shall perform the following:

- a. Provide inputs on the following:
 - i. System technical design and development strategies to ensure adherence to industry “best practices” and standards;
 - ii. Design and develop applications, data modeling, and ERD specifications related to the Project Management Information System (PMIS); and
 - iii. Formulation of technical design specifications including prototyping;
- b. Adjust and enhance existing application components according to requirements/adjustments agreed upon, and set development standards;
- c. Test, debug, deploy and document program modules in coordination with the individuals or teams involved in system development, quality assurance, database management, and user support;
- d. Monitor performance and perform fine-tuning of applications;
- e. Document and update as necessary the system architecture or components and programs developed;
- f. Provide technical inputs in the development of user’s and operations manual;
- g. Provide direct training to DepEd personnel on systems development, improvement, programming/coding, scripting and data retrieval;
- h. Coach the relevant DepEd personnel regarding maintenance of program codes and technologies for programming;
- i. Coach systems owners and relevant DepEd offices on development of programs/scripts and data retrieval;
- j. Provide technical recommendations for the suggested improvements to the system;
- k. Participate and provide technical assistance in the conduct of PMIS trainings organized by the Planning Service; and
- l. Provide technical assistance and recommendations on information systems design and development.

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	Php80,000.00 per month

[Signature]
 RICHARD R. DESA
 Consultant's Witness

[Signature]
 ARNOLD P. SAYSON
 Consultant

[Signature]
 DEPED's Witness

[Signature]
 GLORIA J. MAMIL-MERCADO
 DEPED

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 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 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

[Signature]
R4000RA DE SRI
Consultant's Witness

[Signature]
ARNOLD N. SAYSON
Consultant

[Signature]
DEPED's Witness

[Signature]
GLORIA JUMAMIL-MERCADO
DEPED


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 for Human Resource and
Organizational Development
Department of Education


ARNOLD P. SAYSON
Consultant

SIGNED IN THE PRESENCE OF:



DepEd's Witness


RHODO RA DE SRI

Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱480,000.-


MA. RHUNNA L. CATALAN

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY,
Philippines, this JUL 04 2023 2023 personally appeared:

NAME	GOVERNMENT ISSUED ID (Number, Issued On, Issued By)
GLORIA JUMAMIL-MERCADO Undersecretary for Human Resource and Organizational Development Department of Education	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.

NOTARY PUBLIC

Doc. No. 428;
Page No. 87;
Book No. 4;
Series of 2023.

Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C
IBP No. 167803 / November 25, 2021 Q.C,
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY (METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, JUL 04 2023 Notary Public in and for QUEZON CITY,
Philippines, this _____ day of _____ 2023 personally appeared:

NAME
ARNOLD P. SAYSON
Consultant

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
#04-13-009094, 24/18/2019, POSIB (18)

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. 479;
Page No. 87;
Book No. 6;
Series of 2023.

Cm/hi
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C
IBP No. 167803 / November 25, 2021 Q.C
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

TERMS OF REFERENCE FOR HIGHLY TECHNICAL CONSULTANT

Procurement of Highly Technical Consultant - Programmer for review and enhancements of PMIS

Roles and Responsibilities:

1. Provide inputs on:
 - a. System technical design and development strategies to ensure adherence to industry "best practices" and standards;
 - b. Design and development of the applications, data modelling and ERD specifications related to the Project Management Information System (PMIS);
 - c. Formulation of technical design specifications including prototyping
2. Adjust and enhance existing application components according to agreed upon requirements/adjustments and set development standards
3. Test, debug, deploy and document program modules in coordination with the individuals or teams involved in system development, quality assurance, database management, and user support
4. Monitor performance and perform fine-tuning of applications
5. Document and update as necessary the system architecture or components and programs developed
6. Provide technical inputs in the development of user's and operations manual
7. Provide direct training to DepEd personnel on systems development, improvement, programming/coding, scripting and data retrieval;
8. Coach the relevant DepEd personnel regarding maintenance of program codes and technologies for programming;
9. Coach systems owners and relevant DepEd offices on development of programs/scripts and data retrieval;
10. Provide technical recommendations for the suggested improvements to the system;
11. Participate and provide technical assistance in the conduct of PMIS trainings organized by the Planning Service;
12. Provide technical assistance and recommendations on information systems design and development

Qualifications:

1. Tertiary qualification in Information Technology, Computer Science, or Computer Engineering,
2. With at least ten years experience in Web application development using open source technologies (PHP, Kohana Framework, HTML5,

web 2.0, AJAX, reporting tools such as ChartJS, PHPEXcel or similar reporting tools), MySQL/Postgre or related RDBMS.

3. With at least ten years experience in model-view-controller (MVC) and object oriented development and approach.
4. With at least ten years experience in systems integration and full system development life cycle in an enterprise wide setting
5. With at least three years experience providing technical support and user training, IT quality assurance, review and operations
6. Working knowledge in Agile approaches, methodology and tools such as SCRUM, XP and git
7. Has been involved in a systems development project that has been deployed and utilized by the Department of Education

Repertorial Requirement for Payment

Payment shall be made on a monthly basis with a rate of Eighty Thousand Pesos (Php 80,000.00) to be paid after the last day of each month; subject to applicable withholding tax and submission of monthly accomplishment report accepted and signed by the Director IV, ICTS for 6 months engagement chargeable against 2023 Funds.