



PROJECT: Hiring of One Highly Technical Consultant for the Development, Design, Programming of the Document Online Tracking System (DOTS)
CONTRACT NO.: 2024-USEC10(007)-BV-NPHTC046-C263

CONTRACT

THIS CONTRACT made and entered into this JAN 08 2025 day of 2024 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, **WILFREDO E. CABRAL** as per DepEd Order No. 017, s. 2024 dated 4 December 2024 (hereinafter referred to as "**DEPED**"); and **MARIANNE MAE PACLIAN**, of legal age, Filipino, and with address at Sitio Kamias 1, Mambugan 1870, City of Antipolo, Rizal (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 (RIRR), 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 Human Resource and Organizational Development, pursuant to the approved Resolution to Engage Consultant No. 2024-USEC10(007)-BV-NPHTC-046 dated 17 October 2024, 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. 2024-USEC10(007)-BV-NPHTC-046 dated 17 October 2024 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 subject to the approval of **DEPED**, provided that it shall

[Signature]
 ROPEL N. AYUD
 Consultant's Witness

[Signature]
 MARIANNE MAE PACLIAN
 Consultant

[Signature]
 SHARON T. PUYALA
 DEPED's Witness

[Signature]
 WILFREDO E. CABRAL
 DEPED

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. Work closely with the Undersecretary in-charge of the HROD, the OUHROD staff and other divisions that will crosscut in the design and development of the system, timely conduct of activities and submission of deliverables;
- b. Submit project inception report with clear timelines and deliverables;
- c. Submit the deliverables as committed and agreed by both the HTC and end-user in the specified delivery schedule;
- d. Plan and gather information, attend, and participate in meetings internal with the end-user team for the development of systems and processes;
- e. Analyze and provide recommendations in the system development;
- f. Articulate and present the desired system design requirement based on the agreed layouts and processes;
- g. Code/program functional agreed system modules;
- h. Provide technical knowledge on securing we application servers being utilized by the agency;
- i. Provide close coordination with the ICTS on the security and data privacy protection;
- j. Maintain close coordination with the end-user regarding progress of the project implementation;
- k. Ensure and assist in the pilot testing of the DOTS; and
- l. Prepare and submit system documentation.

4. PAYMENT

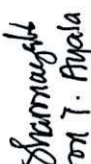
DEPED shall, subject to existing disbursement, accounting, and auditing rules and procedures, pay the services of the **CONSULTANT** in the total amount of **PHILIPPINE PESOS FOUR HUNDRED EIGHTY THOUSAND AND 00/100 (PhP480,000.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount (PhP)
Highly Technical Consultant	Six (6) Months	80,000.00 per month
Total (PhP)		480,000.00

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


 ROSEVIN
 Consultant's Witness


 MARIANNE WAE PACLIAN
 Consultant


 Sharon T. Ayala
 DEPED's Witness


 WILFREDO E. CABRAL
 DEPED

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**.


MOBERLY
Consultant's Witness

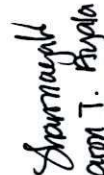
6. CONFIDENTIALITY

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.


MARIANNE JANE PACLIAN
Consultant

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.


SHARON T. PAYALA
DEPED's Witness

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.


WILFREDO E. CABRAL
DEPED

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.

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:



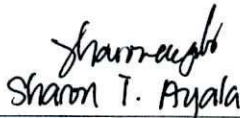
WILFREDO E. CABRAL
Undersecretary

Human Resource and Organizational Development
Department of Education



MARIANNE MAE PACLIAN
Consultant

SIGNED IN THE PRESENCE OF:



Sharon T. Ayala
DepEd's Witness



ROBERTINO ARCO
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱ 480,000.00



MA. RHUNNA L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

— PASIG CITY —, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the PASIG CITY,
Philippines, this _____ day of JAN 08 2025 2024 personally appeared:

NAME

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

WILFREDO E. CABRAL
Undersecretary
Human Resource and
Organizational Development
DEPED

DepEd ID No. 4245471

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 six (6) pages (exclusive of attachments), including 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

ATTY. DOMINGO B. TEJERO
NOTARY PUBLIC - PASIG CITY
Appl. No. 54, valid until DECEMBER 31, 2025
Unit 103-02, MN Square Building
678 Snow Blvd., Kalayaan, Pasig City
PTR No. 2863256 Pasig City 1-2-25
IBP OR No. 488020 dated 12-27-24 for 2025,
Roll No. 28063 Tel. No. 635-47-02
MCLE No VIII - 0004654, 11-10-23
TIN: 135-064-700

Doc. No. 244;
Page No. 56;
Book No. CCXC
Series of 2025

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

ACKNOWLEDGMENT

PASIG CITY

BEFORE ME, a Notary Public for and in the _____, Philippines, this _____ day of JAN 08 2025 2024 personally appeared:

NAME

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


MARIANNE MAE PACLIAN
Consultant

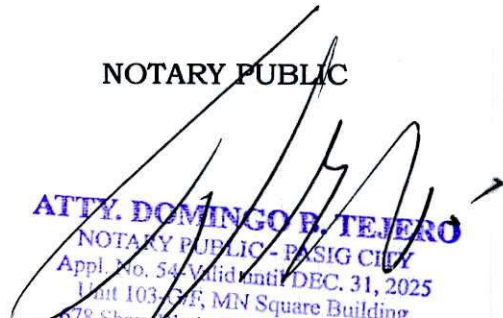
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