

## CONTRACT OF CONSULTANCY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

DEC 14 2021

This Contract is made and executed this \_\_\_\_ day of November 2021 at Quezon City, Philippines by and between:

The **COMMISSION ON HIGHER EDUCATION**, with office address at the Higher Education Development Center (HEDC) Building, Carlos P. Garcia Avenue, UP Campus, Diliman, Quezon City, herein represented by its Chairperson, **J. PROSPERO E. DE VERA III, DPA**, hereinafter referred to as the "**CHED**";

AND

The **ROSEHALL MANAGEMENT CONSULTANTS, INC.**, with office address at Unit 1405, Prestige Tower, F. Ortigas Jr. Road, Ortigas Center, Pasig City, herein represented by its Vice-President, **JOSIE A. CLIMACOSA**, hereinafter referred to as the "**ISO CONSULTING FIRM**";

WITNESSETH, That:

**WHEREAS**, the **COMMISSION ON HIGHER EDUCATION (CHED)** is determined to be an ISO-certified agency, not only to comply with pertinent laws and issuances such as Republic Act No. 9485, "An Act to Improve Efficiency in the Delivery of Government Service to the Public by Reducing Bureaucratic Red Tape, Preventing Graft and Corruption, and Providing Penalties", Republic Act No. 11032, "An Act Promoting Ease of Doing Business and Efficient Delivery of Government Services, Amending for the Purpose Republic Act No. 9485, otherwise known as the Anti-Red Tape Act of 2007, and for other Purposes", Administrative Order No. 161, series of 2006, "Institutionalizing Quality Management System in Government", and Executive Order No. 605, series of 2007, "Institutionalizing the Structure, Mechanisms and Standards to Implement the Government Quality management Program, Amending for the Purpose Administrative Order No. 161, series of 2006", but to be the exemplar of quality assurance to its stakeholder in the higher education sector;

**WHEREAS**, the **CHED**, through its Bids and Awards Committee (BAC), advertised the Request for Quotation (RFQ) for the procurement of services of an ISO Consulting Firm that can conduct a **GAP ANALYSIS and EXECUTIVE BRIEFING** of the Commission, in line with the target to obtain an ISO 9001:2015 Certification, in the PhilGEPS website with Reference No. 8099941 on October 20, 2021;

**WHEREAS**, on October 27, 2021, the BAC, with the assistance of the Technical Working Group for Other Goods and Services (TWG-OGS), evaluated two (2) sealed quotations received from (a) **NEO AMCA INNOVATIVE SOLUTIONS CORPORATION**, and (b) **ROSEHALL MANAGEMENT CONSULTANTS, INC.**;

**WHEREAS**, the BAC, upon deliberation resolved to declare **ROSEHALL MANAGEMENT CONSULTANTS, INC.**, as the **Single Calculated Quotation (SCQ)**, subject to validation of documents and ocular inspection;

**WHEREAS**, the BAC, upon virtual ocular inspection and validation of documents conducted on November 5 and 8, 2021, respectively, found **ROSEHALL MANAGEMENT CONSULTANTS, INC.** responsive with the eligibility, technical and financial requirements of the bid;

**WHEREAS**, the BAC declared **ROSEHALL MANAGEMENT CONSULTANTS, INC.** as the **Single Calculated Bid (SCB)**, subject to post-qualification evaluation;



**WHEREAS**, during the November 10, 2021 Regular BAC Meeting, the BAC recommended for approval the award of the contract to **ROSEHALL MANAGEMENT CONSULTANTS, INC.** in the total amount of **Two Hundred Thirty Thousand Pesos (Php230,000.00)**, in line with the target to obtain an ISO 9001:2015 Certification per BAC Resolution No. 2021-107 dated **Procurement of Services of an ISO Consulting Firm that can conduct GAP Analysis and Executive Briefing of the Commission** November 10, 2021;

**WHEREAS**, the Notice of Award No. 2021-11-088 dated November 10, 2021 was received by **ROSEHALL MANAGEMENT CONSULTANTS, INC.** on November 18, 2021;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

### 1. Scope of Services

The technical assistance to be rendered by the **ISO CONSULTING FIRM** shall include but not limited to the following:

- (a) conduct of technical guidance sessions on all activities necessary for the thorough assessment of the CHED to check the status and conformance of its preparation to the requirements of the ISO 9001:2015 Standards, in line with the expected deliverables;
- (b) conduct cursory remote audit of identified processes, which shall involve interview of top management and process owners, observation, checking of documented information and assessment, by sampling, to develop a gap assessment report and proposed workplan and GANTT Chart to complete the ISO 9001:2015 Certification of the Commission; and
- (c) conduct a half-day session to provide briefing to Management Team to discuss the requirements of the ISO 9001:2015 standards, the roles and responsibilities of Management, and the results of the gap assessment.

### 2. Scope of Assessment

The assessment shall include the Quality Management System covering Top Management and the operation of the ten (10) Central and sixteen (16) Regional Offices of the CHED, including its support Services.

### 3. Deliverables and Mode of Delivery

<u>Services/Activity</u>	<u>Deliverables</u>
Gap Analysis	<ul style="list-style-type: none"><li>• Gap Analysis/Assessment Report</li><li>• Proposed Workplan/GANTT Chart to complete the ISO 9001:2015 Certification of the CHED</li></ul>
Executive/Management Briefing	<ul style="list-style-type: none"><li>• Conduct of Executive/Management Briefing</li><li>• Presentation of Gap Analysis Report and Proposed Workplan/GANTT Chart to Management</li><li>• Report/Recommended Course/s of Action to Address Management Feedback/Concerns</li></ul>

Face-to-face and/or virtual meetings shall be the mode of delivery, depending on the agreement of parties concerned.



**4. Terms and Mode of Payment**

4.1 In consideration of the required services covered by this contract, the **CHED** shall pay the **ISO CONSULTING FIRM**, the approved budget for this contract in Philippine Pesos, which shall be paid in two (2) tranches, the release of payment subject to the completion, submission and/or delivery, and acceptance of expected deliverables by the **ISO CONSULTING FIRM** to the **CHED** as evidence, in accordance with the following schedule:

<u>Particulars</u>	<u>Invoice Date</u>	<u>Percentage of Payment</u>
1 <sup>st</sup> Tranche	After approval/signing of contract	15%
2 <sup>nd</sup> Tranche	Full delivery of services covered by contract	85%

4.2 Thirty (30) days term shall apply upon receipt of Invoice. Invoice may be transmitted either electronically or other legally accepted modes of delivery.

4.3 **CHED** may refuse to make payments when terms and conditions of the services are not satisfactorily performed by the **ISO CONSULTING FIRM**.

**5. Other Expenses**

5.1 All costs for travel, accommodation, and other expenses needed by experts and personnel of the **ISO CONSULTING FIRM** to produce expected deliverables as specified in this Contract shall be borne by the **ISO CONSULTING FIRM**.

5.2 Meal expense during face-to-face meetings and/or consultations shall be covered by the **CHED**.

**6. Confidentiality**

6.1 The **ISO CONSULTING FIRM** shall be bound to confidentiality of data and information accessed during and after providing consultancy services to the **CHED** and shall be liable for any breach thereof.

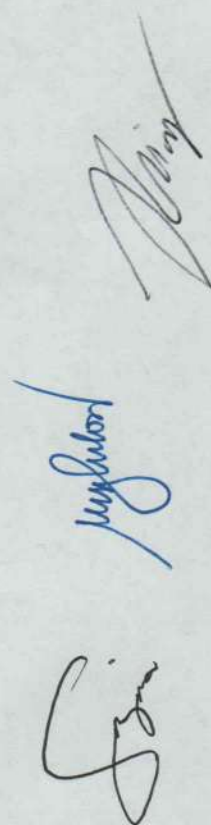
6.2 Both parties agree that it shall not use for any purpose or disclose to any third party any confidential information of the other party without the express written consent of the other party.

**7. Warranties**

7.1 The **ISO CONSULTING FIRM** agrees that the work produced from the services provided and covered by this Contract shall be owned by the **CHED**.

7.2 The **ISO CONSULTING FIRM** guarantees that the services to be provided under this Contract shall be performed in a professional manner conforming to generally accepted industry standards and practices.

7.3 Both Parties commit to provide the support personnel and services necessary to ensure the delivery of expected outputs.



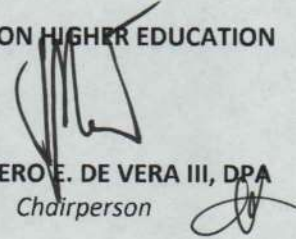


**8. Duration of Agreement**

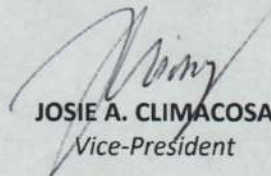
- 8.1 The services provided by the **ISO CONSULTING FIRM** shall immediately take effect upon signing of this Contract and shall continue to be in force and in effect until December 31, 2021 only.
- 8.2 Notwithstanding the terms of this Contract, the **CHED**, upon written notice, may terminate the services of the **ISO CONSULTING FIRM** and rescind this contract, in case of violation of its provision by the latter, or for its failure to abide by the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have hereunto signed this Contract of Consultancy Services on the date and place first above-written.

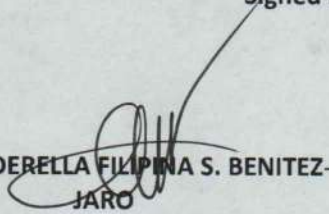
**COMMISSION ON HIGHER EDUCATION**  
BY:


  
**J. PROSPERO E. DE VERA III, DPA**  
Chairperson

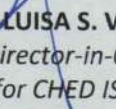
**ROSEHALL MANAGEMENT CONSULTANTS, INC.**  
By:


  
**JOSIE A. CLIMACOSA**  
Vice-President

Signed in the presence of:

  
**ATTY. CINDERELLA FILIPINA S. BENITEZ-JARO**  
Executive Director IV  
Commission on Higher Education


  
**YVETTE H. DE LEON**  
Assistant Vice President  
Rosehall Management Consultants, Inc.

  
**Dir. LUISA S. VALENCIA**  
Director-in-Charge  
Project for CHED ISO 9001:2015  
Certification

  
**MELISSA JEAN ADORO**  
Business Development Assistant  
Rosehall Management Consultants, Inc.

Certified Funds Available:

*₱ 230,000.-*

  
**MYRA PAZ B. MANALO**  
Chief Accountant

Higher Education Development Fund Secretariat

*Out# 03 104369 2021 12 0991  
12-7-2021*



**ACKNOWLEDGEMENT**

Republic of the Philippines )  
 Quezon City ) s.s.

**PASIG CITY**

BEFORE ME, a Notary Public for and in **PASIG CITY** personally appeared the following:

Name	ID Number	Date Issued	Place of Issue
J. PROSPERO E. DE VERA III, DPA	CO-0394	Jan. 29, 2018	Quezon City
JOSIE A. CLIMACOSA	C07-15-000320	n/a	Pasig City

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the institution represented.

This instrument refers to a Contract of Consultancy Services consisting of five (5) pages, including the page on which this Acknowledgement is written, with each and every page signed by the parties and their instrumental witnesses and sealed with my notarial seal.

**DEC 14 2021**

WITNESS MY HAND SEAL on this \_\_\_\_\_ day of December 2021 at **PASIG CITY**, Philippines.

**ATTY. FERDINAND D. AYAHAG**  
 Notary Public  
 Until December 31, 2021  
 Appointment No. 184 (2020-2021)  
 For Pasig City, Paleros and San Juan City  
 Roll No. 46377; M.C.L.E. VI-0025705; 04-02-19  
 IBPLRN 02459; O.B. No. 535826; 06-21-2001  
 IN 123-011-785; PTR 7206659; 01-06-21; Pasig  
 Unit 5, West Tower PSN, Exchange Road  
 Ortigas Center, Pasig City Tel. +632-86314090

Doc. No. 485;  
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 Series of 2021

*[Handwritten signatures]*