

CONTRACT OF CONSULTANCY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT is entered into by and between:

The COMMISSION ON HIGHER EDUCATION, a government instrumentality created and operating under and by virtue of Republic Act (RA) No. 7722, otherwise known as the "Higher Education Act of 1994", with principal office address at Higher Education Development Center (HEDC) Building, C.P. Garcia Avenue, UP Diliman, Quezon City, represented in this Contract by its CHAIRMAN, J. PROSPERO E. DE VERA III, DPA hereinafter referred to as the "COMMISSION".

-and-

PROF. JAIME B. VENERACION, Filipino, of legal age and a resident of No. 08 Our Lady's Court, Quezon City, herein referred to as the "HIGHLY TECHNICAL CONSULTANT".

WHEREAS, on February 15, 2022 under Resolution No. 073-2022, the Commission En Banc (CEB) approved the hiring of a Highly Technical Consultant (HTC) with the expertise to write Volume 2: Institutional History of CHED Chairpersons on higher education as part of the history of CHED for 5 months;

WHEREAS, on February 28, 2022, the Bids and Awards Committee (BAC) under its Resolution No. 2022-022 approved to award the contract through Negotiated Procurement to Prof. Veneracion as HIGHLY TECHNICAL CONSULTANT to write Volume 2: Institutional History of CHED Chairpersons on higher education as part of the history of CHED for 5 months;

WHEREAS, on February 28, 2022, the BAC, pursuant to its authority under Section 12 of Republic Act (RA) No. 9184, recommended to the CEB, the approval of the Notice of Award (NOA) to the HIGHLY TECHNICAL CONSULTANT for the Engagement of Consultancy Services for the writing of Volume 2: Institutional History of CHED Chairpersons on higher education, as per agreed upon Terms of Reference;

That, the Commission en Banc through Resolution No. 073-2022 dated February 15, 2022 approved the engagement through Negotiated Procurement of Prof. Veneracion as a Highly Technical Consultant to provide highly technical services to write Volume 2: Institutional History of CHED Chairpersons on higher education, as part of the history of CHED for a period of five (5) months;

That, in full consideration for the services rendered, the COMMISSION shall pay the CONSULTANT the amount of ONE MILLION THIRTY-FIVE THOUSAND SIXTY-SIX PESOS (PhP 1,035,066.00), subject to mandatory government taxes. It is hereby understood that the processing of the consultancy shall be upon submission of

deliverables by the CONSULTANT duly attested by the Office of the Chairperson and/or Commission En Banc and the Head of the Procuring Entity;

Therefore, the COMMISSION and the HIGHLY TECHNICAL CONSULTANT have agreed on the following terms and conditions:

I. The HIGHLY TECHNICAL CONSULTANT shall be responsible in writing the Volume 2: Institutional History of CHED Chairpersons on higher education as part of the history of CHED for a period of 5 months, of which shall include the deliverables indicated in the Terms of Reference;

II. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them;

III. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:

a. Terms of Reference

b. Proposal/Bid Data Sheet, Bid Bulletin, if any;

c. Eligibility requirements, documents, and/or statements;

d. Notice of Award to Original Contract and the Proponent's/Bidder's conforme thereto;

IV. In consideration of the payments to be made by the Commission to the Highly Technical Consultant, the Highly Technical Consultant hereby agrees to deliver services in conformity with the provisions of this Contract in all respects;

V. The Commission hereby agrees to pay the Highly Technical Consultant in consideration of his/her services rendered, the Contract Price subject to accounting rules and regulations, and other pertinent provisions of RA 9184.

VI. This Contract shall not create an employer-employee relationship between the Commission and the Highly Technical Consultant nor shall the services rendered herein be considered as government service. The Highly Technical Consultant shall not be entitled to benefits enjoyed by the regular personnel of the government;

VII. The Highly Technical Consultant shall hold in confidence any confidential information obtained in the course of his consultancy with CHED and shall comply with the provisions of RA 10173 or the Data Privacy Act of 2012.

VIII. Should any dispute related to this Contract and/or rights of the Parties arise, the same shall be submitted to mutual consultation and mediation. The venue in case of dispute shall be in Quezon City;

IX. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts.

X. This contract shall be effective for a period of five (5) months commencing from April 6 to September 6, 2022.

XI. Notwithstanding the term of this contract, the consultancy services may be pre-terminated in accordance with RA 9184 or the Government Procurement Reform Act.

IN WITNESS WHEREOF, the parties hereto have set their hands this APR 28 2022 of 2022 in Quezon City.

COMMISSION ON HIGHER EDUCATION

HIGHLY TECHNICAL CONSULTANT

BY:



J. PROSPERO E. DE VERA III, DPA
Chairman

PROE. JAIME B. VENERACION
Highly Technical Consultant

CERTIFIED FUNDS AVAILABLE:



MIRRIAM V. MIRANDA
Chief Accountant
AFMS

Commission on Higher Education

02-0119101-7022 -04-00955
4/11/22 ₱ 1,035,066.00

Signed in the Presence of:



ATTY. CINDERELLA FILIPINA S. BENITEZ-JARO
Office of the Executive Director
Commission on Higher Education

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) s.s.


BEFORE ME, a Notary Public for _____ personally appeared on APR 28 2022 following persons, presenting to me their respective Competent Evidence of Identity, as indicated below:

NAME	GOVERNMENT ISSUED IDENTIFICATION NO.	ISSUED AT/ON
J. PROSPERO E. DE VERA III	CHED ID CO-0394	QC/29 January 2018
JAIME B. VENERACION	GSIS #CRN-006-0086-9311-2	QC/2010 January

Known to me to be the same persons who executed the foregoing instrument consisting of five (5) pages, including this page, having acknowledged before me that it is their own, respective, free and voluntary act and deed.

WITNESS MY HAND AND SEAL, at the place and on the date first above written.

Doc. No. 56
Page No. 12
Book No. XVI-0
Series of 2022


ATTY. MICHAEL DARWIN M. BAYOTAS
Notary Public
Commission No. NP-074 (2019-2020)
Commission Extended Until June 30, 2022
As Per En Banc R.M. No. 3795 / Dec 01, 2020
Unit 204 Tony Danon Center, 124 9th Avenue
Alto Vista, Quezon City
PTR No. 2296549 / Quezon City / Jan 03, 2022
IBP Lifetime No: 011524 / Quezon City / Nov, 07, 2012
MCLE Compliance No. VS-0002500 / May 29, 2017
Attorney's Roll No. 56180
TIN: 274-951-264-000

TERMS OF REFERENCE
Highly Technical Consultant for Volume 2: Institutional History of CHED
Chairpersons on higher education

1. Produce a working outline for the Volume 2: Annotations of CHED Chairpersons on Higher Education Issues and Approaches;
2. Supervise a team to gather documentary resources, interviews and technical support needed for drafting of the same;
3. Draft Volume 2: Annotations of CHED Chairpersons on Higher Education Issues and Approaches;
4. Ensure that the documents obtained/gathered for the writing of the draft are properly archived;
5. Conduct Focus Group Discussions (FGDs) and/or Key Informant Interviews (KII);
6. Produce a bibliography on the Volume 2: Annotations of CHED Chairpersons on Higher Education Issues and Approaches;
7. Produce and submit a publishable draft
8. Hire 2 researchers to assist in the writing of Volume 2: Annotations of CHED Chairpersons on Higher Education Issues and Approaches
9. Turnover to CHED the transcripts, copies of primary sources, photographs and other materials gathered and utilized for the writing of CHED history

Release of Tranches

Tranche	%	Amount	Deliverable
1 st	35%	362,273.10	Submission of working outline
2 nd	35%	362,273.10	Submission of first draft
3 rd	30%	310,519.80	Submission of final draft as accepted by the CEB Turnover of primary and secondary sources/data gathered and utilized in writing the draft
Total	100%	1,035,066.00	