

PROJECT: **BULACAN STATE UNIVERSITY TECHNICAL ASSISTANCE FOR ISO 9001:2015 QUALITY MANAGEMENT SYSTEM (QMS) SURVEILLANCE AUDIT FOR YEAR 2020-2022**  
CONTRACT NO: **BULSU-BAC G-2020-16 (INCOME FUND)**

## CONTRACT OF AGREEMENT

KNOW ALL MEN BY THOSE PRESENTS:

**THIS AGREEMENT** is entered into this SEP 23 2020 day of **September 2020** between the **BULACAN STATE UNIVERSITY**, Guinhawa, City of Malolos, Bulacan 3000 of the Philippines represented by **Dr. CECILIA N. GASCON**, President (hereinafter called the "**BULSU**")

AND

**SYNERGIZED MACRO SOLUTIONS, INC.** represented by **Ms. SUSAN M. SOLIVEN**, President, with the principal address at 8751 Paseo De Roxas, Makati City (hereinafter called "**CONSULTANT**")

**WHEREAS**, the BULSU is desirous that the Consultant execute **BULACAN STATE UNIVERSITY TECHNICAL ASSISTANCE FOR ISO 9001:2015 QUALITY MANAGEMENT SYSTEM (QMS) SURVEILLANCE AUDIT FOR YEAR 2020-2022 (BULSU-BAC-G-2020-16)** (hereinafter called "the Works") and the **BULACAN STATE UNIVERSITY** has accepted the Bid amounting to **ONE MILLION THREE HUNDRED SIXTY THOUSAND EIGHT HUNDRED PESOS (Php 1,360,800.00)** by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein

**WHEREAS**, as a measure of guarantee for the faithful performance of and compliance with his obligations under this contract, the **CONSULTANT** posted Performance Security in the form of **Cash** amounting to **Sixty-Eight Thousand Forty Pesos (Php 68,040.00)** which is Five Percent (5%) of the contract price as specified in the Bidding Documents.

### NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement, the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of this Agreement/Contract hereinafter referred to.
2. The following documents shall have deemed to form and be read and construed as part of this Agreement, viz:
  - (a) General and Special Conditions of Contract;
  - (b) Terms of Reference
  - (c) Request for Expression of Interest;
  - (d) Instructions to Bidders;
  - (e) Bid Data Sheet;
  - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (h) Eligibility requirements, documents and/or statements;
  - (i) Performance Security;
  - (j) Notice of Award of Contract and the Bidder's conforme thereto;
  - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the BulSU to the CONSULTANT as hereinafter mentioned, the CONSULTANT hereby covenants with the BulSU to execute

DR. CECILIA N. GASCON

Ms. SUSAN M. SOLIVEN

(Agency's Witness)

DR. JAIME P. PULUMBARIT

DR. FELICITAS G. MIRABUENOS

and complete the Consulting Services and remedy any defects therein in conformity with the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Consultant in all respects.

4. The BulSU hereby covenants to pay the CONSULTANT in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by this Contract.

#### CONFIDENTIALITY/NON DISCLOSURE

Either of the parties shall not disclose to, or use to its own benefit or permit the use by its faculty, personnel and students any Confidential Information that may be learned in the conduct of this agreement, except strictly on a need-to-know basis and as may be necessary for the performance by said Party's obligations under this Agreement. Pursuant to this Confidential Agreement, "Confidential Information" is understood and treated as business and technical information or data, which either Party may have furnished the other in connection with this agreement.


The parties shall take all necessary precautions to prevent any unauthorized disclosures or use of Confidential Information by any faculty, personnel and students. The obligation of confidentiality and restricted use of Confidential Information shall survive the termination of this agreement for a period of one (1) year from the date of its termination.


**IN WITNESS whereof**, the parties hereto have caused this Agreement 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:

**BULACAN STATE UNIVERSITY**

**SYNERGIZED MACRO SOLUTIONS, INC.**

  
\_\_\_\_\_  
**CECILIA N. GASCON, Ph.D.**  
*President, BulSU*

  
\_\_\_\_\_  
**Ms. SUSAN M. SOLIVEN**  
*Marketing & Training Officer*  
**President**

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
**JAIME P. PULUMBARIT, Ph.D.**  
*BulSU's Witness*

  
\_\_\_\_\_  
**JAN VENUS F. GARCIA**  
*Agency's Witness*

**Funds Available:**

  
\_\_\_\_\_  
**DR. FELICITAS G. MIRABUENOS**  
*Accountant IV, BulSU Accounting Office*



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

MARIKINA CITY

) S.S.  
)

**BEFORE ME**, a Notary Public for and in the Province/City of

MARIKINA CITY

this SEP 23 2020, 2020, personally came and appeared:


Name	Presented I.D. Number	Issued at/ Date
DR. CECILIA N. GASCON	B.S.U. I.D.# 2015-0286	City of Malolos, Bulacan / August 30, 2015
MS. SUSAN M. SOLIVEN	LTO Drivers License DAS-0008333	Metro Manila Oct 06, 2022

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is an AGREEMENT consisting of Six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

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

Doc. No. 127  
Page No. 27  
Book No. XX  
Series of 2020

  
**ATTY. RODHELYN T. DEL MUNDO**  
NOTARY PUBLIC UNTIL DEC. 2020  
IBP NO. 109000 1-10-2020 RSM  
PTR NO. 8343960 1-10-2020 MKNA  
ROLL NO. 54680  
MCLE COMP NO. VI-0020305  
Valid until April 14, 2022  
APPT No. 1 (2019-2020)  
I. & A BLDG. SUMULONG HIGHWAY  
STO. NIÑO, MARIKINA CITY