

PROJECT: **CONSULTANCY PROPOSAL IN THE PREPARATION FOR THE RECERTIFICATION AND SURVEILLANCE AUDITS OF THE QUALITY MANAGEMENT SYSTEM (QMS) OF BULACAN STATE UNIVERSITY MAIN CAMPUS AND ITS FOUR (4) EXTERNAL CAMPUSES**

CONTRACT NO: **G-2022-27**

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THOSE PRESENTS:

THIS **AGREEMENT** made this 12th day of May 2023 between the **BULACAN STATE UNIVERSITY**, Guinhawa, City of Malolos, Bulacan 3000 of the Philippines represented by President **Dr. CECILIA N. GASCON**, (hereinafter called "the Entity")

-And-

The **SYNERGIZED MACRO SOLUTIONS, INC.** represented by **Ms. SUSAN M. SOLIVEN**, President/Lead Auditor, with the principal address at #306 Valencia Bldg. Vista De Lago Villas, Tuktukan, City of Taguig, Metro Manila (hereinafter called "the Consultant") of the other part:

WHEREAS, the Entity is desirous that the Consultant execute **CONSULTANCY PROPOSAL IN THE PREPARATION FOR THE RECERTIFICATION AND SURVEILLANCE AUDITS OF THE QUALITY MANAGEMENT SYSTEM (QMS) OF BULACAN STATE UNIVERSITY MAIN CAMPUS AND ITS FOUR (4) EXTERNAL CAMPUSES (G-2022-27)** (hereinafter called "the Works") and the **BULACAN STATE UNIVERSITY** has accepted the bid for **THREE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND TWO HUNDRED EIGHTY PESOS (P 3,227,280.00)**, hereinafter called ("the Contract Price") by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein;

-And-

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 Check amounting to **One Hundred Sixty-One Thousand Three Hundred Sixty-Four Pesos (P 161,364.00)** which is five percent (5%) of the contract price as specified in the Bidding Documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (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;
 - (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 Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. The Entity 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 this Contract at the times and in the manner prescribed by this Contract.


5. **PAYMENT:** The Terms of Payment is as follows:

Particulars	Payment Schedule
Advance Payment	15% of the Contract Price
Trainings and Workshops for BulSU Main and External Campuses: <ul style="list-style-type: none">• Overview of ISO 19011:2011 *• Creating an Effective QMS Audit Checklist• Documenting Audit Findings• Verification of Effectiveness• Workshops – Review of QMS Standards<ul style="list-style-type: none">- Creating an Effective QMS Audit Checklist- Classifying Audit Findings- Documenting Audit Findings- Correction and Corrective Action	50% upon completion of the workshops.
Certification	Full payment after the Surveillance Visit.

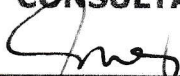
6. **LIQUIDATED DAMAGES:** The Consultant shall pay the Entity for liquidated damages (LD), an amount equal to TWO-TENTH of ONE PERCENT (0.002) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The Entity shall deduct the LD from payments or any money due or which may due the Consultant under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Consultant whichever is convenient to the Entity. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this contract, the Entity shall rescind this contract, without prejudice to other courses of action and remedies open to the Entity.
7. **PENAL CLAUSE:** In relation to the Performance Security posted by the winning bidder to guarantee the faithful performance of its obligations under the contract in accordance with the Bidding Documents, the Entity have the right to forfeit the said Performance Security due to the Consultant if the Entity did not pass the ISO 9001:2015 certification.
8. **RESOLUTION OF CONFLICTS:** In the event of any conflict arising from this Contract between the UNIVERSITY and the CONSULTANT, the parties shall endeavor to settle their conflicts amicably, failing which, the same shall be submitted to arbitration or to the jurisdiction of the courts of Malolos City, to the exclusion of all others.

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.

BULACAN STATE UNIVERSITY


CECILIA N. GASCON, Ph.D.
President, BulSU

CONSULTANT


MS. SUSAN M. SOLIVEN
President

SIGNED IN THE PRESENCE OF:


JAIME P. PULUMBARIT, Ph.D., DIT
BulSU's Witness


Supplier's Witness

Funds Available:

JAN PATRICK G. MARTIN
Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

Malolos City, Bulacan) S.S.

BEFORE ME, a Notary Public for and in the Province/City of Malolos City, Bulacan
this MAY 12 2023, 2023, personally came and appeared:

Name	Res. Cert. No.	Issued at/ Date
DR. CECILIA N. GASCON	Unified Multi-Purpose I.D. CRN-006-0074-2060-3	
MS. SUSAN M. SOLIVEN	NON-PROFESSIONAL DRIVER'S LICENSE DOS-88-00333	2022/09/27

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 three (3) 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.

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Book No. 34
Series of 2023

ATTY. CHERRY AMOR VENZON-ONGSON
Notary Public until Dec. 31, 2023
G/F HBCC Annex Bldg., Capitol Compound,
Guinhawa Malolos City, Bulacan
PTR No 4090938/01-04-2023/Malolos City
IBP No 274907/01-06-2023/Bulacan/Roll No. 04357
Email: cherrv_ongson@yahoo.com
MCLE No. VII-0008334 valid until 04-14-25