

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THOSE PRESENTS:

THIS AGREEMENT made this ___ day of April 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-

TUV RHEINLAND PHILIPPINES, INC. represented by **Mr. TRISTAN ARWEN G. LOVEROS**, Managing Director, with the principal address at G/F La Fuerza Bldg. 1, Don Chino Roces Avenue, Makati City (hereinafter called "the Certifying Body") of the other part:

-witnesseth that-

WHEREAS, the Entity is desirous that the Certifying Body execute **RE-BIDDING PROCUREMENT FOR THE SERVICES OF CERTIFYING BODY 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-2022-28)** (hereinafter called "the Works") and the **BULACAN STATE UNIVERSITY** has accepted the bid for Nine Hundred Sixty Eight Thousand Eight Hundred Pesos (₱ 968,800.00), hereinafter called ("the Contract Price") by the Certifying Body 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 **CERTIFYING BODY** posted performance security in the form of Letter of Credit (Deutsche Bank AG Manila) amounting to Forty-Eight Thousand Four Hundred Forty Pesos (₱ 48,440.00) 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 Certifying Body as hereinafter mentioned, the Certifying Body hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Certifying Body in all respects.
4. The Entity hereby covenants to pay the Certifying Body 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:

Progress Billing	% of Contract Amount
Down Payment (After Issuance of Notice to Proceed)	15%
Year 1: – Recertification Audit / Certification Audit	35%
• Audit Capacity Assessment/ Audit Planning	
• Remote Audit	
• On-site Audit	
• Audit Report Preparation	
• Issuance of renewed ISO 9001 Certificate	
Year 2: – First Surveillance Audit	25%
• Audit Planning	
• Audit (Remote/ On-site)	
• Audit Report Preparation	
Year 3: – Second Surveillance Audit	25%
• Audit Planning	
• Audit (Remote/ On-site)	
• Audit Report Preparation	
TOTAL	100%

6. **LIQUIDATED DAMAGES:** The Certifying Body 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 Certifying Body under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Certifying Body 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 Certifying Body 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 CERTIFYING BODY, 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

TUV RHEINLAND PHILIPPINES INC.


Mr. TRISTAN ARWEN G. LOVERES
Managing Director

SIGNED IN THE PRESENCE OF:


JAIME P. PULUMBARIT, Ph.D., DIT
Vice-President for Admin. and Finance
BulSU's Witness


Supplier's Witness

Funds Available:

JAN PATRICK G. MARTIN
Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
MAKATI CITY

_____) S.S.
_____)

BEFORE ME, a Notary Public for and in the Province/City of **MAKATI CITY**
this **MAY 15 2023**, 2023, personally came and appeared:

Name	Res. Cert. No.	Issued at/ Date
DR. CECILIA N. GASCON	Unified Multi - Purpose ID CRN-006-0074-2060-3	
Mr. TRISTAN ARWEN G. LOVERES	P3387626B	DFA MANILA / 30 SEP 2019

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.

MAY 15 2023 **MAKATI CITY**

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

Doc. No. 145
Page No. 36
Book No. 481
Series of 2023

ATTY. GEORGE DAVID D. SITON
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. M-01 UNTIL DEC. 31, 2024
ROLL NO. 68402 / MCLE COMPLIANCE NO. VI-0021936/03-19-2019
IBP O.R No.002282-LIFETIME MEMBER MAY 5, 2017
PTR No. MKT 9563580- JAN 03, 2023-MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST., MAKATI CITY