

CONTRACT AND AGREEMENT

for the

CERTIFICATION SERVICES FOR ISO 9001:2008 FOR THE PROGRAM ADMINISTRATION OF THE COLLEGE OF ENGINEERING AND THE UNIVERSITY'S HUMAN RESOURCE MANAGEMENT SUPPORT SERVICES OF THE VISAYAS STATE UNIVERSITY (VSU) MAIN CAMPUS

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this **NOV 24 2015** day of _____, 2015 by and between:

The **VISAYAS STATE UNIVERSITY (VSU)**, an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700 and converted into a state university by virtue of R.A. 9158 and 9437, with principal office at Baybay City, Leyte, duly represented by its President, **DR. EDGARDO E. TULIN**, hereinafter referred to as the **OWNER**;

-and-

AJA REGISTRARS, INC. with business address at 2nd Floor Nol Tower, Commerce Ave., Madrigal Business Park, Ayala Alabang, Muntinlupa City, duly represented by its Vice President and General Manager, **Mr. Paul B. Bagatsing**, hereinafter referred to as the **CERTIFYING BODY**;

WITNESSETH:

WHEREAS, a public bidding was conducted on October 29, 2015 at the Office of the Vice President for Administration and Finance Conference Room, VSU, Visca, Baybay Leyte for the Certification Services for ISO 9001:2008 for the Program Administration of the College of Engineering and the University's Human Resource Management Support Services of the Visayas State University (VSU) - Main Campus.

WHEREAS, the Bids and Awards Committee recommended to the University President that the project shall be awarded to AJA REGISTRARS, INC. as Single Calculated and Responsive Bid, its offer being advantageous to the Philippine Government;

WHEREAS, time is the essence of this contract;

NOW THEREFORE, for and in consideration of the foregoing premises and other covenants hereinafter named, the parties agree as follows:

Erinda S. Esguerra
ERLINDA S. ESGUERRA
Head, Accounting Office

Lualhati M. Noriel
LUALHATI M. NORIEL
Member, VSU Internal Audit Team

Edgardo E. Tulin
EDGARDO E. TULIN
President, VSU

Paul B. Bagatsing
PAUL B. BAGATSING
Vice President, AJA Registrars, Inc.

ARTICLE I- CONTRACT DOCUMENTS

The following documents shall be deemed to form and be interpreted and construed as part of this Agreement:

- a. General and Special Conditions of Contract
- b. Invitation to Bid
- c. Bidding Documents
- d. Addenda and/or Supplemental/Bid Bulletins, if any
- e. Bid Form including all the documents/statements contained in the winning bidder's two bidding envelopes
- f. Eligibility requirements, documents and/or statements
- g. Performance Security
- h. Credit Line issued by a licensed bank or NFCC duly notarized
- i. Notice of Award of Contract and winning bidder's "Conforme" thereto;
- j. Duly approved Program of Works or Delivery Schedule and Cost Estimates.
- k. Certificate of Availability of Funds (C.A.F.)
- l. Abstract of Bids
- m. Resolution of the BAC recommending award of project of winning bidder
- n. Approval of Award by appropriate government approving authority
- o. Terms of Reference

ARTICLE II- SCOPE OF WORK

THAT the SECOND PARTY shall provide the following:

1. Prepare and submit audit plan;
2. Conduct Certification audit;
3. Prepare and submit audit report detailing observations, opportunities for improvement, and any non-conformity to ISO 9001:2008 standards or on documented procedures immediately after the completion of the on-site audit, unless otherwise agreed upon by the two (2) parties;
4. Issuance of ISO 9001:2008 Certificate valid for three (3) years within one (1) month from the date of VSU's receipt of the written recommendation for certification;
5. Conduct Surveillance Audit for the 2nd year (2016);
6. Conduct Surveillance Audit for the 3rd year (2017);
7. Provide a full report on the operations audited consistent with the content of the approved scope of work/deliverables to the agency within five (5) working days after each initial, surveillance and re-certification audit unless otherwise agreed by the agency. The report should include suggestions on how to address the audit findings; and
8. Provision of regular updates and assistance to new versions of ISO 9001 standards.
9. Other Services as indicated in the Bid proposal

ARTICLE III- TIME OF COMPLETION

The work to be performed by the SECOND PARTY under this contract shall commence immediately after receipt and acceptance of the Notice to Proceed from VSU by the CERTIFYING BODY. The provision of the ISO Certification shall be completed within one (1) month from the date of VSU's receipt of the written recommendation for certification. Should the CERTIFYING BODY refuse or otherwise fail to complete the work stipulated herein, the CERTIFYING BODY agrees to pay the VISAYAS STATE UNIVERSITY as liquidated damages an amount equal to One-Tenth of One Percent (.1%) of the total contract sum for each calendar day of delay until the work is completed and accepted by the VSU. Such amount shall be deducted from any money due or which may become due to the CERTIFYING BODY under the contract and/or collect such liquidated damages from performance Bond of the CERTIFYING BODY or his Surety whichever is convenient to the OWNER, VSU.

[Signature]
ERLINDA S. ESGUERRA
 Head, Accounting Office

[Signature]
LUALHATIM M. NORIEL
 Member, VSU Internal Audit Team

[Signature]
EDGARDO E. TULIN
 President, VSU

[Signature]
AUL B. BAGATISING
 President, AJA Registrars, Inc.

ARTICLE IV- MANNER OF PAYMENT

The OWNER for and in consideration of the faithful and satisfactory fulfillment of the contract by the CERTIFYING BODY/EXTERNAL AUDITOR in accordance with the terms and conditions of all contract documents and subject to the deduction herein provided, shall pay to the CERTIFYING BODY/EXTERNAL AUDITOR in Philippine Currency the sum of **TWO HUNDRED NINETY FOUR THOUSAND (PhP 294,000.00) PESOS ONLY**.

Payments shall be in accordance with the following conditions:

- | | | | |
|-----|-----------------------------|---|--|
| 1.0 | Application Fee | - | 10% upon signing of the agreement |
| 2.0 | Audit Plan | - | 10% upon submission of Audit Plan |
| 3.0 | Report Writing | - | 10% upon submission of audit report detailing observations, opportunities for improvement, and any non-conformity to ISO 9001:2008 standards or on documented procedures |
| 4.0 | Issuance of Certificate | - | 30% upon issuance of ISO 9001:2008 certificate (Valid for 3 years) |
| 5.0 | 2nd year Surveillance Audit | - | 20% after submission of audit report |
| 6.0 | 3rd year Surveillance Audit | - | 20% after submission of audit report |

ARTICLE V- PERFORMANCE BOND

In accordance with the Instruction to Bidders and General Conditions of the contract, the CERTIFYING BODY shall furnish and file per acceptance to the OWNER a Performance Bond in accordance with Section 39 of the Revised Implementing Rules and Regulations of RA 9184 to guaranty the full and faithful performance of this Agreement to answer for any liability that maybe suffered by the OWNER resulting from the violation of the CERTIFYING BODY of the agreements stipulated in this contract. PROVIDED, that in the event of the recession or termination of this contract for breach thereof, the bond, at the option of the OWNER shall be automatically forfeited in favor of the OWNER and becomes immediately payable and collectible by the OWNER, otherwise, the bond shall remain and continue in full force until the aforementioned obligations as to the completion and faithful compliance of the contract, liquidated damages and cost of labor and materials shall have been duly satisfied, discharged, settled and paid by the CONTRACTOR.

IN WITNESS WHEREOF, the parties herein have hereunto affixed their signatures this _____ day of NOV 24 2015 at Baybay City, LEYTE, Philippines.

VISAYAS STATE UNIVERSITY
Baybay, Leyte

By:


EDGARDO E. TULIN
President
(First Party)


PAUL B. BAGATSING
AJA Registrars Inc.
(Second Party)

Signed in the presence of:


1. LUALHATI M. NORIEL


2. ERLINDA S. ESGUERRA

REPUBLIC OF THE PHILIPPINES)
 PROVINCE OF LEYTE) S.S.
 CITY OF **CITY OF MUNTINLUPA**)

BEFORE ME, this NOV 24 2015 day of NOV 24 2015 at Baybay City, Leyte
 personally appeared Dr. Edgardo E. Tulin with Comm. Tax Cert. 11494148
 dated 2/2/2015 at Baybay City, Leyte and Paul B. Bagatsing with Comm. Tax Cert.
 No. _____ issued on _____, 2015 at _____ known to
 me to be the same persons who executed the foregoing instrument and they acknowledged to
 me that the same is their voluntary act and deed.

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

[Signature]
DIENVERDO E. M. ANTONIA, JR.
 NOTARIAL COMMISSION NO. 14-001
 NOTARY PUBLIC FOR THE CITY OF MUNTINLUPA
 UNTIL 31 DECEMBER 2015
 UNIT 808 ALPAP II BLDG., TRADE ST. COR
 INVESTMENT DRIVE, MBP, AYALA ALABANG, MUNTINLUPA CITY
 ROLL NO. 39000
 PTR NO. 1486161, MUNTINLUPA CITY, 08 JANUARY 2014
 IBP LIFETIME MEMBER NO. 02973 - PPLM
 MCLE IV-0020629, 10 JUNE 2013

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 Book No. XI
 Series of 2015

[Signature]
ERLINDA S. ESGUERRA
 Head, Accounting Office

[Signature]
LUALHATI M. NORIEL
 Member, VSU Internal Audit Team

[Signature]
EDGARDO E. TULIN
 President, VSU

[Signature]
AUL B. BAGATSING
 resident, AJA Registrars, Inc.