



BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES

AWARD POSTING

Name of Project: **BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING**

Winning Bidder: **QS QUACQUARELLI SYMONDS LIMITED
1 Tranley Mews, Fleet Road, London NW3 2DG, United Kingdom**

Reason for Award: **Single Calculated/Rated and Responsive Bidder
(via Direct Contracting)**

Location: **NEUST, Cabanatuan City**

Contract
Amount: **\$49,000.00**

Award Date: **June 20, 2023**

Contract Date: **July 3, 2023**

Proceed Date: **July 4, 2023**

Delivery Period: **60 Calendar Days**

Contract
End Date: **August 31, 2023**



Republic of the Philippines
NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY
Gen. Tinio St., Cabanatuan City
Telefax No. (044) 463-0226
Website: www.neust.edu.ph

BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES

NOTICE OF AWARD

20 June 2023

QUACQUARELLI SYMONDS (QS) LIMITED

1 Tranley Mews, Fleet Road, London NW3 2DG, United Kingdom

ATTN: **MR. LEIGH KAMOLINS**
Authorized Representative

Dear **Mr. KAMOLINS:**

We are pleased to inform you that your Bid dated 13 June 2023 for the project: **BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING** located at NEUST Cabanatuan City, with a contract price equivalent to **FORTY NINE THOUSAND US DOLLARS (USD49,000.00)** as corrected and modified in accordance with the Instruction to Bidders as recommended by the Bids and Awards Committee (BAC), a copy of which hereto attached, is hereby accepted.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one (1) copy and return the other to the Nueva Ecija University of Science and Technology, Cabanatuan City.

Very truly yours,


FELICIANA P. JACOBA, Ed.D.
University President

I acknowledge receipt of this notice on 20 JUN 2023

Name of Bidder: Leigh Kamolins

Authorized Signature: 
DocuSigned by:
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CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF SERVICE is entered into by and between:

The **NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY (NEUST)**, Cabanatuan City, represented by its President, **ENGR. FELICIANA P. JACOBA** of legal age, married, Filipino and a resident of General Tinio St., Cabanatuan City hereinafter referred to as the PARTY OF THE FIRST PART;

-and-

QUACQUARELLI SYMONDS (QS) LIMITED, an entity engaged in specialized analysis of higher education institutions and represented by its Authorized Representative, **MR. LEIGH KAMOLINS**, Director, Analytics and Evaluation, also of legal age and with office address at 1 Tranley Mews, Fleet Road, London NW3 2DG, United Kingdom. hereinafter referred to as the PARTY OF THE SECOND PART.

WITNESSETH

WHEREAS, the PARTY OF THE FIRST PART is in need of the services for the Project: **BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING**;

WHEREAS, the PARTY OF THE SECOND PART is a duly organized and established entity engaged in specialized analysis of higher education institutions;

WHEREAS, the Bids and Awards Committee after thoroughly evaluating the nature of the project rendered a resolution dated 8 April 2023 recommending to the Head of the Procuring Entity the award of the project: **BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING** in favor of QS QUACQUARELLI SYMONDS LIMITED through Direct Contracting as Alternative Method of Procurement pursuant to Section 50 (a) of RA 9184 and it's IRR;

NOW, THEREFORE, for and in consideration of the foregoing premises, the herein parties hereby agree as follows:

CONTRACT OF SERVICE
NEUST and QS QUACQUARELLI SYMONDS LIMITED
BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING

1. That the PARTY OF THE SECOND PART shall provide the PARTY OF THE FIRST PART, the delivery of the Project: **BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING;**
2. That the PARTY OF THE FIRST PART shall pay the PARTY OF THE SECOND PART the amount of **FORTY NINE THOUSAND US DOLLARS (USD49,000.00)** for the **BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING** payable on the complete delivery and acceptance of the result of evaluation particularly a) QS Stars Audit Report in PDF Form and b) QS Stars Certificate in PDF Form;
3. The contract being denominated in foreign currency shall be computed based on the exchange rate prevailing on the day of the signing of the contract in accordance with the GPPB GUIDELINES ON PROCUREMENTS INVOLVING FOREIGN DENOMINATED BIDS¹ ;
4. That the PARTY OF THE SECOND PART shall immediately commence the performance of its obligation upon receipt of the notice to proceed and complete the delivery of the result of the evaluation within a period of sixty (60) calendar days from the time of the receipt of the Notice to Proceed. Thereafter the PARTY OF THE SECOND PART shall maintain the license of the evaluation within a period three years from the date of the delivery of the result of evaluation. PARTY OF THE SECOND PART shall likewise maintain within the same period the profile subscription of NEUST in TOP UNIVERSITIES;
5. That the following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a. Technical Specifications;
 - b. Request for quotation;
 - c. Bidding Documents;
 - d. Bid form, including all the documents/statements contained in the Bidder's envelopes, as annexes;
 - e. Performance Security;
 - f. Notice of Award of Contract and winning Bidder's "Conforme" thereto;and;

¹ GPPB GUIDELINES ON PROCUREMENTS INVOLVING FOREIGN DENOMINATED BIDS, CONTRACT PRICES AND PAYMENT USING LETTERS OF CREDIT Section 6.1.2. "In case procurement is made through any of the alternative methods prescribed in the IRR-A of R.A. 9184 that do not require the conduct of competitive bidding, and offers are received in foreign currency, the Philippine Peso amount of the contract shall be computed based on the exchange rate prevailing on the day of the signing of the contract"

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BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING

- g. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as Notice to Proceed, Variation Orders and Warranty Security, shall likewise form part of the Contract.
6. That the PARTY OF THE SECOND PART, in case of delay in the delivery/performance of the project, shall be liable to the PARTY OF THE FIRST PART with liquidated damages at the rate of 0.1% applicable to the total contract cost, less value of usable portion of the project delivered/performed if there be any, per day of delay beyond the contract expiry date;
7. That upon the expiration of the period to deliver/perform the project as above-stated, the PARTY OF THE FIRST PART may terminate the contract and hold the PARTY OF THE SECOND PART liable for damages sustained in view of the non delivery/performance of the project;
8. That the PARTY OF THE FIRST PART shall have the right to pre-terminate the contract, withhold payment to the PARTY OF THE SECOND PART and/or to proceed against the performance security, at the option of the PARTY OF THE FIRST PART to cover the liability of the PARTY OF THE SECOND PART in case of any breach of any of its obligations under this Agreement; provided that this shall be without prejudice to other courses of action that the PARTY OF THE FIRST PART may take against the PARTY OF THE SECOND PART under the circumstances;
9. The PARTY OF THE FIRST PART reserves the right to withdraw the award from the PARTY OF THE SECOND PART should it become apparent after the award that the latter does not possess sufficient technical knowledge, expertise and capacity to comply with its obligations;
10. That the PARTY OF THE SECOND PART guarantees the PARTY OF THE FIRST PART the exclusive right to refund any payment made by the latter to the former in the event that the specifications required by the PARTY OF THE FIRST PART and agreed upon by both parties are not complied with;




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NEUST and QS QUACQUARELLI SYMONDS LIMITED
BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING

11. That all actions arising from breach or violation of any of the provisions of this Contract shall be filed solely and exclusively in the proper court of the City of Cabanatuan and to the exclusion of all others.

IN WITNESS WHEREOF, we have hereto and hereunto set our hands this 03 JUL 2023 day of _____ 2023, in the City of CABANATUAN CITY

NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY
General Tinio Street Campus,
General Tinio Street, Cabanatuan City,
Nueva Ecija

QS QUACQUARELLI SYMONDS LIMITED
1 Tranley Mews, Fleet
Road, London NW3
2DG, United Kingdom

By:

By:

DocuSigned by:
leigh kamolins
1B028DDFA39E4AE...

[Signature]
ENGR. FELICIANA P. JACOBA, Ed. D
University President
NEUST ID No. 166 *[Signature]*

MR. LEIGH KAMOLINS
Authorized Representative
I.D. No. QS 0041

[Signature] **SIGNED IN THE PRESENCE OF:** *[Signature]*
SHERYL ANN V. NARCISO MICHELLE A. SEPEN A

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CABANATUAN CITY) SS.

X-----X

CABANATUAN CITY

BEFORE ME, a Notary Public for and in the City of _____, personally appeared the above-named parties, with their Identification Numbers indicated below their names, are known to me and known to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page and acknowledged to me that the same is of their own free will and voluntary act and deed.

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

Doc. No. 16
Page No. 5
Book No. 13
Series of 2023

[Signature]
ATTY FELICISIMO C. VILLAFLOK
NOTARY PUBLIC
Valid Until December 31, 2024
PTR No. CBN 1710572/12 22 22
IBP No. 173603/11 04 2022
No. 349508 SC EP/12 09 2022
MCLE COMPLIANCE NO. VI 0006551
CABANATUAN CITY, NUEVA ECIJA
NOTARIAL COMM. NO. 38 2022 AF



Republic of the Philippines
NUEVA ECIJA UNIVERSITY OF SCIENCE AND TECHNOLOGY

Gen. Tinio St., Cabanatuan City

Telefax No. (044) 463-0226

Website: www.neust.edu.ph

BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES

NOTICE TO PROCEED

3 July 2023

QUACQUARELLI SYMONDS (QS) LIMITED

1 Tranley Mews, Fleet Road, London NW3 2DG, United Kingdom

ATTN: **MR. LEIGH KAMOLINS**
Authorized Representative

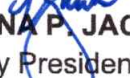
Dear **Mr. KAMOLINS**:

Notice is hereby given to **QUACQUARELLI SYMONDS (QS) LIMITED** that work may commence on the Project: **BADGES AND CERTIFICATION FOR QUACQUARELLI SYMONDS (QS) STARS RATING** located at **NEUST Cabanatuan City**, with a contract price equivalent to **FORTY NINE THOUSAND US DOLLARS (USD49,000.00)**.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one (1) copy and return the other to the Nueva Ecija University of Science and Technology, Cabanatuan City.

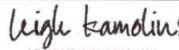
Very truly yours,


FELICIANA P. JACOBA, Ed.D.
University President

I acknowledge receipt of this notice on 04 JUL 2023

Name of Bidder: Leigh Kamolins

Authorized Signature: _____

DocuSigned by:

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