

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract was made and entered into this ___ day of ___ 2024 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, and the Department of Budget and Management (DBM) approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its **OIC - Executive Director, MS. JULIETA E. OPULENCIA**, hereinafter referred to as the **FIRST PARTY**;

and

TUV RHEINLAND PHILIPPINES, INC., a company licensed to operate a business under the laws of the Republic of the Philippines, with principal office address at 918 Avida Towers, Alabang, Muntinlupa City/G/F La Fuerza Building 1, 2241 Don Chino Roces Avenue, Makati City, Philippines, duly represented by its Managing Director, **MR. TRISTAN ARWEN LOVERES**, hereinafter referred to as the **SECOND PARTY**;

WITNESSETH

WHEREAS, the **FIRST PARTY** seeks the recertification of its Quality Management System (QMS) and compliance with ISO 9001:2015 standard, and wishes to engage the services of the **SECOND PARTY** to conduct the necessary recertification audit and issue the corresponding certification;

WHEREAS, the **SECOND PARTY** is accredited by the Philippine Accreditation Bureau (DTI-PAB), a member of the International Accreditation Forum (IAF), an international body for accreditation, to provide certification for Quality Management Systems (QMS) in accordance with ISO 9001:2015 standards;

WHEREAS, the **SECOND PARTY** has represented that it possesses the necessary qualifications, experience, and expertise to carry out the recertification audit as outlined in the Terms of Reference (TOR) attached to this contract;

WHEREAS, the **SECOND PARTY** was awarded the procurement of services for the conduct of the Recertification Audit on ISO 9001:2015 through BAC Resolution No. 160, Series of 2024;

WHEREAS, the **FIRST PARTY** issued the Notice of Award to the **SECOND PARTY** who agreed to deliver the said services by acknowledging the Notice on September 11, 2024;

NOW THEREFORE, in view of the foregoing premises, the parties have agreed to the following terms and conditions:

A. The **FIRST PARTY** shall:

1. Provide all necessary documentation, records, personnel, meals, and access to facilities required for the recertification audit;
2. Obligate and disburse funds in the total amount of **ONE HUNDRED FORTY ONE THOUSAND SIX HUNDRED EIGHTY PESOS (Php 141,680.00)** to **TUV Rheinland Philippines, Inc.**, for the procurement of services;

3. Pay the **SECOND PARTY** after the receipt of the billing statement from the **SECOND PARTY**, subject to the usual accounting and auditing rules and regulations.

B. The SECOND PARTY shall:

1. Provide the required services as outlined in the Purchase Request and BAC documents, including the Terms of Reference attached to this contract, for the conduct of a Recertification Audit on ISO 9001:2015 of the **FIRST PARTY**;
2. Issue the ISO 9001:2015 certificate to the **FIRST PARTY** no later than December 12, 2024, upon successful completion of the audit and resolution of any non-conformance or corrective actions;
3. Submit the Final Audit Report to the **FIRST PARTY**;
4. Bill the **FIRST PARTY** for following the submission of the final audit report, and of the ISO 9001:2015 certificate on or before the prescribed timeline; and
5. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **FIRST PARTY**.

C. CONTRACT PRICE

The amount for this contract is **ONE HUNDRED FORTY ONE THOUSAND SIX HUNDRED EIGHTY PESOS (Php 141,680.00)** inclusive of all applicable taxes, fees, and charges.

Payment shall be processed based on the availability of funds and in accordance with standard accounting and auditing rules and procedures.

D. VALIDITY OF THE CERTIFICATION

The ISO certificate shall be valid for 3 years from the date of the issuance, subject to yearly surveillance audit in compliance with the ISO 9001:2015 standard.

E. TERM OF THE AGREEMENT

The term of this agreement shall be valid for one (1) year

F. VALIDITY OF THE CERTIFICATION

The ISO 9001:2015 certification is valid for three (3) years from the date of issuance, subject to an annual surveillance audit;

G. TERMINATION

PCAF reserves the right to immediately terminate this Contract for any substantial breach committed by **TUV RHEINLAND PHILIPPINES, INC.** and such breach is not corrected within a reasonable time upon demand, as warranted by the circumstances.

H. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing obligations due to events beyond their control, such as acts of God, war, terrorism, civil unrest, strikes, natural disasters, pandemics, or government actions. The affected party must promptly notify the other in writing. If the event lasts more than 60 days,

either party may terminate the agreement without liability, while accrued rights or obligations remain in effect.

I. VENUE OF ACTION

Any disputes or differences arising between the parties in connection with the implementation of this contract shall be resolved through mutual consultation. If such consultation fails, the dispute shall be settled in accordance with the applicable laws of the Republic of the Philippines.

J. LIQUIDATED DAMAGES

Per Section 68 of the revised IRR of RA 9185, the winning bidder shall pay liquidated damages for breach of contract, equal to 0.001% of the unperformed portion per day of delay. If damages reach 10% of the contract amount, the Procuring Entity may terminate the contract without prejudice to other available remedies.

K. NO EMPLOYER-EMPLOYEE RELATIONSHIP

The parties agree that their relationship under this Contract is that of independent contractors. Nothing herein creates an employer-employee relationship between PCAF and TUV RHEINLAND PHILIPPINES, INC., or its personnel.

TUV RHEINLAND PHILIPPINES, INC. and its personnel are not employees of the Government for purposes of compensation, benefits, or insurance. TUV RHEINLAND PHILIPPINES, INC. is solely responsible for wages, taxes, benefits, and compliance with labor laws.

L. AMENDMENT

All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that shall be mutually agreed upon by both parties in writing.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____ 2024 at Quezon City, Philippines


PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES (PCAF)
FIRST PARTY


JULIETA E. OPULENCIA
OIC/ Executive Director

TUV RHEINLAND PHILIPPINES, INC.
SECOND PARTY


TRISTAN ARWEN LOVERES
Managing Director

Signed in the Presence of:



MERLYN R. GALDONEZ
Chief, Management Section & Quality
Management Representative



ISABEL TIU
Area Sales Manager

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 41,680.00
BS No. 02161101-2024-09-001181

FUNDS AVAILABLE: 14,680. -
Control No. 101-24-09-228


JOSE REDENTOR H. BESENIO
Chief, Budget Section


MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City MAKATI CITY) s.s

SEP 26 2024

Before me, Notary Public, for and in MAKATI CITY this _____ day of _____
2024 appeared the following persons presenting to me their respective identifications, to
wit:

Affiant	ID no.	Issued at	Issued on
JULIETA E. OPULENCIA	<u>Sc</u> 20-30902	Cainta, Rizal	Oct. 02, 2020
TRISTAN ARWEN LOVERES	P3387626B	DFA Manila	Sept. 30, 2019

Known to me to be the same persons who executed and voluntarily signed the foregoing
Contract which they acknowledged before me as their own, free and voluntary act and
deed with full authority to sign in that capacity.



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

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Book No. 199
Series of 2024



Notary Public

ATTY. JOEL GERBER FLORES
Notary Public for Makati City
Unit (Jebebe) - Jebebe, Makati City
Appointment No. M-115107 (2013)
Roll of Attorneys No. 17798
MCLE Compliance No. 10002990-
Jan. 03, 2023 Unit Act. 14, 2028
PTR No. 10073845/ Jan. 07, 2023 Makati City
ID No. 3301740/ Jan. 02, 2023 Pasig City
1187/D Balaan St., Guadalupe, Nuevo Makati City

