

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Contract was made and entered into this \_\_\_\_ day of \_\_\_\_ 2025 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

**WORLDWIDE QUALITY ASSURANCE (WQA) PHILS INC.**, a company licensed to operate a business under the laws of the Republic of the Philippines, with principal office address at 9th-floor Unit 918, Avida Towers Altura Tower 1, Alabang, Muntinlupa City, Metro Manila, duly represented by its Managing Director, **MR. CLEMENTE MASSARO**, 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. 009, Series of 2025;

**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 February 14, 2025;

**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 **NINETY-NINE THOUSAND PESOS ONLY (Php 99,000.00)** to **WQA PHILS INC.**, for the procurement of services;

3. Pay the **SECOND PARTY** after the receipt of the billing statement and audit report 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 Notice of Award and other BAC documents, including the Terms of Reference attached to this contract, for the conduct of a Recertification Audit of ISO 9001:2015 of the **FIRST PARTY**;
2. Issue the ISO 9001:2015 certificate to the **FIRST PARTY** no later than March 31, 2025, 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 **NINETY-NINE THOUSAND PESOS ONLY (Php 99,000.00)** 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. TERMINATION**

PCAF reserves the right to terminate this Contract with two months' written notice if WQA PHILS INC. commits a substantial breach and fails to correct it within a reasonable time upon request, as warranted by the circumstances.

**G. 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.

**H. 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.

**I. 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.

**J. 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 WQA PHILS INC., or its personnel.

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

**K. AMENDMENT**

All stipulations outlined 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 \_\_\_\_\_ 2025 at Quezon City, Philippines


**PHILIPPINE COUNCIL FOR AGRICULTURE  
AND FISHERIES (PCAF)  
FIRST PARTY**

  
**JULIETA E. OPUENCIA**  
OIC - Executive Director

**WQA PHILS INC.  
SECOND PARTY**

  
**CLEMENTE MASSARO**  
Managing Director

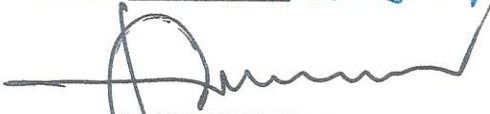
Signed in the Presence of:

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

  
**ABRAHAM CADAON**  
Marketing Manager

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

ALLOTMENT AVAILABLE: ₱99,000.-  
BS No. 021021012025-03-070

  
**JOSE REDENTOR H. BESENIO**  
Chief, Budget Section

FUNDS AVAILABLE: ₱9,000.-  
Control No. 101-25-03-008 1

  
**MARIA DIVINA P. GONZALES**  
Chief, Accounting Section

ACKNOWLEDGEMENT

Republic of the Philippines )  
Quezon City ) s.s

QUEZON CITY

- 5 MAR 2025

Before me, Notary Public, for and in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
2025 appeared the following persons presenting to me their respective identifications, to  
wit:

Affiant	ID no.	Issued at	Issued on
JULIETA E. OPULENCIA	20-30902	Cainta, Rizal	Oct. 02, 2020
CLEMENTE MASSARO	377-350-465-000	Alabang	August 27, 2020

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.

Notary Public

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Page No. 18  
Book No. ✓  
Series of 2025

ATTY. MARY ANNE M. PASION  
Notary Public for Quezon City  
Roll No. 81236  
Adm. Matter No. NP-412 (2024-2025)  
IBP O.R NO. 481806 12/9/2024 QUEZON CITY  
PTR NO. 6989642 QUEZON CITY  
MCLE Compliance No. VIII - 00006748

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