

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES
COMMISSION ON AUDIT
RECEIVED
23 OCT 2025
By: ALLIANCE MAY DOMINGO

CONTRACT OF AGREEMENT

OCT 23 2025

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 **Executive Director, MS. BERNADETE B. DE LOS SANTOS**, 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 surveillance audit 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 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 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 Surveillance Audit on ISO 9001:2015 through BAC Resolution No. 176, 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 October 4, 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 audit;



2. Obligate and disburse funds in the total amount of **ONE HUNDRED TEN THOUSAND EIGHT HUNDRED EIGHTY PESOS ONLY (Php 110,880.00)** 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 Surveillance Audit of ISO 9001:2015 Certification of the **FIRST PARTY**;
2. Issue the ISO 9001:2015 certificate to the **FIRST PARTY** no later than December 13, 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 **ONE HUNDRED TEN THOUSAND EIGHT HUNDRED EIGHTY PESOS ONLY (Php 110,880.00)** 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 (2) 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

Handwritten signature: Ruben P. Capasa

Handwritten signature

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

Pursuant to Section 71.1.4 of the Implementing Rules and Regulations of Republic Act No. 12009, the Supplier/Service Provider shall be liable for liquidated damages in case of failure to deliver the goods or complete the services within the prescribed period of delivery or completion, including any duly granted extensions thereof.

The amount of liquidated damages shall be equivalent to one-tenth of one percent (0.001) of the cost of the delayed goods or unperformed services for each calendar day of delay, until such goods or services are finally delivered, completed, and accepted by the Procuring Entity.

The total amount of liquidated damages shall be automatically deducted from any payment due to the Supplier/Service Provider, or recovered from any of their securities or guarantees, without the necessity of judicial action.

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. DATA PRIVACY

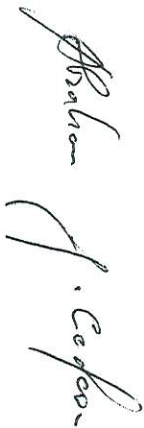
Both Parties shall comply with Republic Act No. 10173 (Data Privacy Act of 2012), its Implementing Rules and Regulations, and issuances of the National Privacy Commission. Any personal or confidential information collected, processed, or shared under this Contract shall be used only for lawful and official purposes, and shall be protected against unauthorized access, disclosure, or misuse. The Parties shall ensure secure handling and disposal of such information, and promptly report any data breach in accordance with law. This obligation shall survive the completion or termination of this Contract.

L. AMENDMENT

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

OCT 23 2025

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**

**WQA PHILS INC.
SECOND PARTY**


BERNADETTE B. DE LOS SANTOS
Executive Director


CLEMENTE MASSARO
Managing Director

Signed in the Presence of:


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

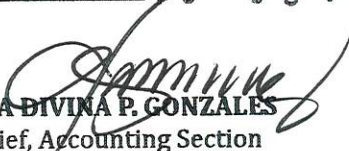

ABRAHAM CADAON
Marketing Manager

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱110,880.-
BS No. 02101101 2025-10-1315

FUNDS AVAILABLE: ₱110,880.00
Control No. 2025-10-0316


JOSE REDENTOR H. BESENI0
Chief, Budget Section


MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) s.s

OCT 23 2025

Before me, Notary Public, for and in QUEZON CITY this ____ day of _____
2025 appeared the following persons presenting to me their respective identifications, to
wit:

| Affiant | ID no. | Issued at | Issued on |
|--------------------------------|-------------------------------------|---------------------|-----------------|
| BERNADETTE B. DE LOS SANTOS | National ID #5407-3824-6983-6058 | Baao, Camarines Sur | May 3, 2023 |
| 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.

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Book No. 4001
Series of 2025

ATTY. RICAL AGUIR F. VALMOROS
NOTARY PUBLIC, QUEZON CITY
Notary Public
Commission No. 003 (2025-2020)
ISP O.R. No. 42334 PTR No. 7016197
Roll No. 23027-000-005-012-313
MCLE No. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
Add: #473 Bona Camp, San Roque, Marikina, Pasig City