

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 22nd day of June 2018 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, an attached agency of the Department of Agriculture, created pursuant to Executive Order No. 366 dated October 4, 2015, and the Department of Budget and Management approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with an office address at Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its Executive Director, **SARAH GUTIERREZ-CAYONA**, herein referred to as the **FIRST PARTY**;

-and-

**TUV RHEINLAND PHILIPPINES, INC.**, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Don Chino Roces Ave., Bgy. Bangkal, Makati City duly represented by its Authorized Representative, **MR. TRISTAN ARWEN G. LOVERES**, hereinafter referred to as the **SECOND PARTY**.

### WITNESSETH

**WHEREAS**, the **FIRST PARTY** requires the procurement of One (1) lot ISO Certification Services (1 out of the 3-year coverage) based on 176 employees to be rendered by the **SECOND PARTY** for its ISO 9001:2015 certification;

**WHEREAS**, the **SECOND PARTY** is engaged in system certification and training, providing third party audit/certification based on various international standards as well as conducting public trainings and seminars on related standards.;

**WHEREAS**, the **FIRST PARTY** has decided through BAC Resolution No. 085, Series of 2018 to award the procurement of the said services to the **SECOND PARTY**;

**WHEREAS**, the **FIRST PARTY** issued the Notice of Award to the **SECOND PARTY** on June 22, 2018;

**WHEREAS**, the **SECOND PARTY** has agreed to provide above mentioned services to the **FIRST PARTY**;

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

#### A. THE FIRST PARTY SHALL:

1. Provide local transportation (pick up from TUVR office to sites to be audited) and meals for TUV Rheinland auditors on the days of the audit; should PCAF requires additional visits from TUV Rheinland Philippines auditors, transportation arrangements should vbe made by PCAF;
2. Obligate and disburse funds in the total amount of **One Hundred Thousand Eight Hundred Pesos (PhP 100,800.00)** to **TUV RHEINLAND PHILIPPINES, INC.**, for the procurement of One (1) lot ISO Certification Services (1 out of the 3-year coverage) based on 176 employees for its ISO 9001:2015 certification. ;
3. Pay the **SECOND PARTY** after completion of services and receipt of the billing statement, subject to the usual accounting and auditing rules and regulations.

**B. THE SECOND PARTY SHALL:**

1. Provide the required services as stated on the Purchase Request and BAC documents for the procurement of One (1) lot ISO Certification Services (1 out of the 3-year coverage) based on 176 employee for the ISO 9001:2015 certification of the FIRST PARTY with the following details;

**Year 1:**

- a. Preparation and Planning - 0.5 man-day
- b. Stage 1 (On-site Audit) - 1.0 man-day
- c. Stage 2 (On-site Audit) - 5.5 man-day
- d. Reporting - 0.5 man-day
- e. Issue of Certificate in English (3 copies)
- f. Additional: Free of charge:
  - Complimentary all weather banners
    1. Landscape 6x3
    2. Portrait 5x2
  - TUV Rheinland Stickers  
(4) Test Mark

2. Provide the FIRST PARTY the corresponding Official Receipt for the payment made;

**CERTIFICATE PROCESS AND ISSUANCES**

After the Certification Audit is done and deviations are found, corrective actions will be required. This must be submitted in order to commence the audit review and processing of the certificate. Failure to submit corrective action on time will cause a delay in the issuance of the certificate;


In the event of necessary audit is to be done due to any- conformance/s based on a standard, a corresponding bill/ invoice shall be paid by the PCAF until the conformity to the standard.

**IN WITNESS WHEREOF**, the parties hereby affix their signatures this 22 day of JUN 2018 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**  
First Party

  
SARAH GUTIERREZ-CAYONA  
Executive Director

**TUV RHEINLAND PHILIPPINES, INC.**  
Second Party

  
TRISTAN ARWEN G. LOVERES  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_

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ALLOTMENT AVAILABLE: P 100,000.00  
 ORS No. 02-101101-2018-07-1007  
 JOSE REDENTOR H. BESENIO  
 Chief, Budget Section

FUNDS AVAILABLE: P 100,800.00  
 CONTROL NO. 018/07-2018-07-1007  
 MARIA DIVINA P. GONZALES  
 Chief Accountant

**ACKNOWLEDGEMENT**

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

JUN 22 2018

Before me, Notary Public for **QUEZON CITY** this \_\_\_ day of \_\_\_\_\_ 2018  
 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
SARAH GUTIERREZ-CAYONA	PCAF ID 201622	Quezon City	
TRISTAN ARWEN G. LOVERES			

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 voluntarily 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. 61  
 Series of 2018

**MICHAEL DARWIN M. BAYOTAS**  
 Notary Public  
 Commission No. 2017-2018  
 Expires on December 11, 2018  
 Unit 204, Tony Galvez Center, 124, 9th Avenue  
 Arancay, Cubao, Quezon City  
 IBP Lifetime No. 011224-Pasig City Nov. 07, 2012  
 PTR No. 5520229-Quezon City Jan. 03, 2018  
 MCLE Compliance No. V-0012059 November 24, 2014  
 Attorney's Roll No. 56180