



PROJECT: Procurement of ISO 9001:2015 Third Party Audit & Certifying Body – 2nd Surveillance Audit for Pilot Offices
CONTRACT NO.: 2024-BHROD(002)-BIV-NPSVP022-C209

CONTRACT

THIS CONTRACT made and entered into this 24 JUN 2024 day of 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, as per Office Order OO-OSEC-2023-267, dated 17 October, 2023 (hereinafter referred to as “**DEPED**”); and **TUV NORD PHILIPPINES, INC.**, represented herein by its Authorized Representative, **DIANE M. GUIA**, with office address at Unit 603-609, Common Goal Tower Finance cor, Industry Sts. MBP, Ayala Alabang Muntinlupa, City (hereinafter referred to as “**TUV NORD**”), as per Omnibus Sworn Statement dated May 24, 2024 (hereto attached as Annex “A”).

DEPED and **TUV NORD** are collectively called **PARTIES**.

WHEREAS, DEPED invited quotations for the Procurement of ISO 9001:2015 Third Party Audit & Certifying Body – 2nd Surveillance Audit for Pilot Offices consisting of one (1) lot; **DEPED** opened, read, and evaluated the quotations and declared **TUV NORD** as the Single Calculated Quotation for Lot No. 1; after evaluation, **DEPED** post-qualified and declared the bid of **TUV NORD** as the Lowest Calculated Responsive Quotation for Lot No. 1 in the sum of **PHILIPPINE PESOS ONE HUNDRED TWELVE THOUSAND and 00/100 (PHP112,000.00) ONLY**, (hereinafter called the “Contract Price”) detailed as follows:

Description	Contract Duration	Amount (PhP)
Procurement of ISO 9001:2015 Third Party Audit & Certifying Body – 2nd Surveillance Audit for Pilot Offices	10 Calendar Days	112,000.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Project Reference referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Resolution to Award No. **2024-BHROD(002)-BIV-NPSVP-022** dated June 5, 2024;
 - b. Request for Quotation;
 - c. Project Reference;
 - d. Terms and Conditions of the Contract;
 - e. Schedule of Requirements;
 - f. Scope of Services;

Regina Rumbaut
 TUV NORD's Witness

Diane M. Guia
 TUV NORD

Cecilia Tiambor
 DEPED's Witness

Atty. Michael Wesley T. Poa
 DEPED

Rafael Santiago Galvan
 TUV NORD's Witness

- g. Performance Security;
- h. **TUV NORD** offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- i. Notice of Award (NOA) of Contract and **TUV NORD** conforme thereto; and
- j. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **TUV NORD** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

Diane M. Guia
 DIANE M. GUIA
 TUV NORD

3. The services referred to in this Contract shall be rendered by **TUV NORD** within one (1) Calendar Days upon receipt of the Notice to Proceed (NTP) or as may be indicated in the NTP. **TUV NORD** shall ensure that the required services will be rendered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Description	Output	Man-Days	Target-Date
Preparatory engagement with the client	Agreements regarding the conduct of the 1 st Surveillance Audit	1 Calendar Day	1 day upon receipt of Notice to Proceed (NTP)
Preparation and Communication of the 2 nd Surveillance Audit Plan	Surveillance Audit Plan	4 calendar days	14 Calendar Days after output of milestone 1
Conduct 2 nd Surveillance Audit and Submission of Audit Report	Audit Report of 2 nd Surveillance Audit	4 Calendar Days	10 Calendar days after output of milestone 2
Confirmation of ISO Certification Maintenance	Confirmed and maintained ISO Certificate	1 Calendar Day	7-9 calendar days after output of milestone 3

Cecilia Tamson
 DEPED's Witness

Services rendered at sites other than the designated site without **DEPED's** written authorization and/or approval may be rejected by the latter. Should a violation of this provision causes delay in the fulfillment of obligations, DEPED will impose liquidated damages to **TUV NORD**, pursuant to Section 8 of the contract based on documents and reports submitted and validated by the authorized receiving personnel which may be a cause for the termination of the Contract.

Michael Wesley T. POA
 ATTY. MICHAEL WESLEY T. POA
 DEPED

4. The services to be rendered must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Request for Quotation, and must be in accordance with the Scope of Services as approved by the Bids and Awards Committee based on **TUV**

NORD submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **TUV NORD** to perform other services in place of those stated specified under the Scope of Services shall be prohibited, except for those events which could not be foreseen, or which, though foreseen, were inevitable. The proposal by **TUV NORD** for substitution shall be in writing and shall not result in any additional cost or undue burden to **DEPED**.

5. In case **TUV NORD** encounters condition(s) impeding timely performance of the required services, **TUV NORD** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Request for contract extension is only allowed for those events which could not be foreseen, or which, though foreseen, were inevitable.

6. Payment of the Contract Price to the Service Provider shall be on a monthly basis, subject to existing Government disbursement procedure, upon complete performance of the required services and acceptance of the same by **DEPED**'s authorized representative, and submission of the following documents:

- a. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract;
- b. Duly signed Charge Invoice or Statement of Account;
- c. Duly signed summary of bills to be collected;
- d. Proof of delivery or receipt; and
- e. Certification by **TUV NORD**, duly signed and dated by the authorized representative of **DEPED** indicating that the services have been rendered in accordance with the Contract.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

7. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012." Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

8. **TUV NORD** shall be liable for liquidated damages in an amount equal one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **TUV NORD**, or collect from any of the securities posted by **TUV NORD**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.


TUV NORD's Witness


DIANE M. GUIA
TUV NORD

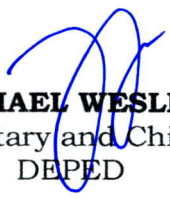

CECILIA TIANSON
DEPED's Witness

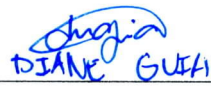

ATTY. MICHAEL WESLEY T. POA
DEPED

9. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.



SIGNED, SEALED AND DELIVERED BY:


ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED *cy*



Authorized Representative
TUV NORD PHILIPPINES INC.

SIGNED IN THE PRESENCE OF:





DEPED's Witness




TUV NORD' Witness

CERTIFIED FUNDS AVAILABLE: ₱112,000.00


MA. RHUNNA L. CATALAN
Chief Accountant

Chief Accountant

REPUBLIC OF THE PHILIPPINES)

METRO MANILA) S.S

MUNTINLUPA CITY

ACKNOWLEDGMENT

MUNTINLUPA CITY

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of 24 JUN 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of six (6) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

ATTY. REYNAN G. RETAZO

NOTARY PUBLIC

My Comm. No. NC 23-007 Ends on Dec. 31, 2024

Roll of Attorneys No. 53985

PTR No. 10474125 / Jan. 02, 2024 / Muntinlupa City

IBP No. 386202 / Jan. 02, 2024 / PPLM

Estrellita Center, Tierra C.C.

Alabang-Zapote Road, Cupang, Muntinlupa City

MCLE Compliance No. VII-0013354

Issued on March 25, 2022, valid until April 14, 2025

Doc. No. 92 ;
Page No. 20 ;
Book No. 314 ;
Series of 2024.

REPUBLIC OF THE PHILIPPINES)
_____, (MUNTINGLUPA CITY, METRO MANILA) S.S

ACKNOWLEDGMENT MUNTINGLUPA CITY

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of 24 JUN 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

DIANE GUA
Authorized Representative
TUV NORD PHILIPPINES, INC.

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of six (6) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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