

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENT

This **AGREEMENT** entered into this _____ day of _____, 2017 in the City of San Fernando, Pampanga, Philippines, by and between:

The **MINES AND GEOSCIENCES BUREAU, REGION III**, a National Government Agency with Office Address at Cleofer's Building, Gen. Hizon Avenue, City of San Fernando, Pampanga, represented herein by OIC Regional Director **LOPE O. CARIÑO, JR.** hereinafter called "**PROCURING ENTITY**";

-and-

NQA PHILIPPINES, INC. Ayala Alabang, Muntinlupa, Metro Manila, Philippines (hereinafter called "**THE SUPPLIER.**")

WITNESSETH

WHEREAS, the Procuring Entity invited Bids for certain services (Procurement of Consulting Services) RFQ 2017-152 and has accepted a Bid by the Supplier for the Certification, Accreditation and Assessment Audit Services for ISO standards 9001:2015, 14001:2015 and BS OHSAS 18001:2007), with the sum of Two Hundred Fifty Thousand Pesos (Php 250,000.00) only (hereinafter called "the Contract Price), and broken down as follows:

- Registration Audit (Stage 1 and 2) to be conducted within November to December 2017

Scope of Services

- Prepare and submit certification audit plan
- Provide audit report of MGB RIII operation to include suggestion and/or recommendation
- Provide complementary all weather banner and two (2) pieces NQA-UKAS registration stickers

THIS AGREEMENT WITNESSETH as follows:

- 1) The following documents shall be deemed to form and be interpreted and constructed as part of the agreement, vis:
 - a) Request for Quotation
 - b) Phil-GEPS registration
 - c) BIR Cert of Registration
 - d) Cert. of Accreditation (IAF)
 - e) Omnibus Sworn Statement
 - f) Job Order Award Contract
 - g) Mayor's Permit
 - h) Income Tax Return
 - i) Professional License/Curriculum Vitae

2.) In consideration of payments to be made by the Entity to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Entity to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract

3.) Payment Scheme shall be as follows:

Scheme		Payment	Amount
1 st payment	1	After stage 1 Audit	Php 125,000.00
2 nd payment	2	After stage 2 Audit	Php 125,000.00

4.) Payment shall be made after each audit activity and issuance of billing statement/Invoice by the Certifying Body.

5.) In the event that MGB RIII wish to terminate the contract before any audit activities as stated above, the whole amount of each activity fees plus any applicable travel costs shall be charged to the client.

6.) All fees are inclusive of certifying body fees, transportation (airfare & in-land) and accommodation expenses. All fees and payments shall be inclusive of VAT and all related taxes, if applicable.

7.) In case the CONTRACTOR fails to deliver within the period(s) specified in the Contract, the PROCURING ENTITY Shall, without prejudice to its other remedies under the contract and under the applicable laws, deduct from the contract price, as liquidated damages, a sum equivalent to one tenth (1/10) of one (1) percent of the cost for every day of delay;

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

LOPE O. CARIÑO, JR.
OIC, Regional Director
PROCURING ENTITY

RANNIE L. BERNARDINO
CEO/General Manager
SUPPLIER

SIGNED IN THE PRESENCE OF:

NIXON R. DALAPUS
Engineer IV
BAC Chairman

KAROLYN B. BUENAVIDA
Client Executive
Sales and Marketing
NQA Philippines

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ~~SAN FERNANDO, PAMPANGA~~) S.S
MARIKINA CITY

BEFORE ME, a Notary Public for in the City of ~~San Fernando, Pampanga~~ ^{City of Marikina}, Philippines on this ~~14th Nov. 11~~ ¹¹ of _____, personally appeared the following, with their respective valid government Identification Cards with pictures shown therein

	ID	Date /Place Issued
LOPE O. CARIÑO, JR.	DL <u>N02-00-426277</u>	<u>Aug. 9, 2016</u> LTO East Ave. Q.C.
RANNIE L. BERNARDINO	<u>SIR NO. 33-5391573-9</u>	_____

both known to me and to me know to be same persons who executed the forgoing memorandum of Agreement and who acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of three (3) pages including this page on which this acknowledgment is written has been signed by the parties and their witness on the left margin on each and every page thereof.

WITNESS MY HAND NOTARIAL SEAL, on the date and place first above-written.

Doc. No. _____
Page no. 2039
Book No. 187
Series of 2017

JOSE L. MAGSANOC
NOTARY PUBLIC
Until December 31, 2017
PTR No. 6671964
Issued at Marikina City
on January 4, 2017