



PROJECT: Procurement of ISO 9001:2015 Third Party Audit and Certifying Body – Recertification Audit of DepEd NQMS Pilot Offices

CONTRACT NO.: 2025-BHROD4(003)-BVI-NPSVP035-C116

CONTRACT

10 SEP 2025

THIS CONTRACT made and entered into this _____ day of _____ 2025 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Chief Administrative Officer concurrent Officer-In-Charge, Officer of the Director III of Bureau of Human Resource and Organizational Development, **ALBERT JEROME C. ANDRES**, as per DepEd Order No. 017, s. 2024 dated 4 December 2024 and DepEd Order No. 001, s. 2025 dated 17 January 2025 (hereinafter referred to as “**DEPED**”); and **TUV NORD PHILIPPINES INC**, represented herein by its Authorized Representative, **DIANE M. GUIA**, with office address at #23 Aguirre Rd. Pilar Village, Las Piñas City (hereinafter referred to as “**TUV NORD**”), as per Omnibus Sworn Statement dated June 11, 2025 (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 and Certifying Body – Recertification Audit of DepEd NQMS Pilot Offices consisting of one (1) lot; **DEPED** opened, read, and evaluated the quotations and declared **TUV NORD** as the Single Calculated Quotation; after evaluation, **DEPED** post-qualified and declared the bid of **TUV NORD** as the Lowest Calculated Responsive Quotation in the sum of **PHILIPPINE PESOS TWO HUNDRED FIFTY-NINE THOUSAND, EIGHT HUNDRED FORTY AND 00/100 (PHP259,840.00) ONLY**, (hereinafter called the “Contract Price”) detailed as follows:

Description	Contract Duration	Amount (PhP)
Procurement of ISO 9001:2015 Third Party Audit & Certifying Body – Recertification Audit for DepEd NQMS Pilot Offices	32 Calendar Days	259,840.00

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. **2025-BHROD4(003)-BVI-NPSVP-035** dated June 26, 2025;
 - b. Request for Quotation;
 - c. Project Reference;

Santulan
TUV NORD's Witness

Diene M. Guia
TUV NORD

bc
DEPED's Witness

Albert Jerome C. Andres
DEPED

- d. Terms and Conditions of the Contract;
- e. Schedule of Requirements;
- f. Scope of Services;
- g. **TUV NORD** offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- h. Notice of Award (NOA) of Contract and **TUV NORD** conforme thereto; and
- i. Other contract documents required by existing laws and/or **DEPED** in the Request for Quotation. **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 (NTP) and Variation Order, shall form part of the Contract.

3. The services referred to in this Contract shall be rendered by **TUV NORD** within thirty-two (32) Calendar Days upon receipt of the 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.

Activity	Output	Man-days	Target Date
Preparatory engagement with the Client	Agreements regarding the conduct of the 2 nd Surveillance Audit	1 CD	1 day upon receipt of NTP
Preparation and Communication of the Recertification Audit Plan	Recertification Audit Plan	14 CD	14 CD after output of milestone 1
Conduct of Recertification Audit and Submission of audit report	Audit Report of Recertification Audit	10 CD	10 CD after output of milestone 2
Confirmation of ISO Certification Maintenance	Confirmed and maintained ISO certificate	7 CD	7 CD after output of milestone 3
TOTAL		32 Calendar Days	

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 this 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.

Sygentalen
 Jisa Y. Santolan
 TUV NORD's Witness

Diane M. Guia
 DIANE M. GUIA
 TUV NORD

AS
 DEPED's Witness

Am
 ALBERT JEROME C. ANDRES
 DEPED

4. The services to be rendered must conform to and comply with the standards mentioned in Annex "B". 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 (BAC) 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. **TUV NORD** must provide sufficient proof to support any request for work suspension and/or contract period extension; PROVIDED, such request for work suspension/contract period extension shall be subject for approval of **DEPED**. PROVIDED FURTHER, that **TUV NORD** shall be liable for damages in the event that such request be proven to be frivolous or fraudulent.
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 Service Invoice 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.

Susan Arulan
JISA S.Y. Santolan
TUV NORD's Witness

[Signature]
DIANE M. GUIA
TUV NORD

[Signature]
DEPED's Witness


[Signature]
ALBERT JEROME C. ANDRES
DEPED


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 services 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.

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.

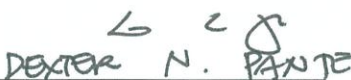
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ALBERT JEROME C. ANDRES
 Chief Administrative Officer
 concurrent Officer-In-Charge,
 Office of the Director III
 Bureau of Human Resource and
 Organizational Development
 Head of Procuring Entity



DIANE M. GUIA
 Authorized Representative
 TUV NORD PHILIPPINES INC.

SIGNED IN THE PRESENCE OF:


 DEXTER N. PANTE
 DEPED's Witness


 Jisa O. Santulan
 TUV NORD's Witness

CERTIFIED FUNDS AVAILABLE: ₱259,840.-


 WILMA P. ECAIN
 Accountant IV
 OIC, Chief Accountant

REPUBLIC OF THE PHILIPPINES)

_____ **PASIG CITY** (METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **PASIG CITY**, Philippines,
this _____ day of **18 SEP 2025** 2025 personally appeared:

NAME

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

<p>ALBERT JEROME C. ANDRES Chief Administrative Officer concurrent Officer-In-Charge, Office of the Director III Bureau of Human Resource and Organizational Development Head of Procuring Entity</p>	
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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

Doc. No. 023;
Page No. 46;
Book No. VIII;
Series of 2025.


ATTY. GERALD P. RUBIO
Notary Public
Until December 31, 2026
Roll No. 84083
IBP OR No. 510087
PTR No. 3019936
Appointment No. 104 (2025-2026)
MCLE Compliance VIII-BEP002249
TIN No. 238-919-765

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT PASIG CITY

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of _____ 2025 personally appeared:

NAME

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

DIANE M. GUIA Authorized Representative TUV NORD PHILIPPINES INC	Number : 375-421-249 ISSUED ON: 07/31/2020
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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. GERALD F. RUBIO

Notary Public

Until December 31, 2026

Roll No. 84083

IBP OR No. 510087

PTR No. 3019936

Appointment No. 104 (2025-2026)

CLE Compliance VIII-BEP002249

TIN No. 238-919-765

Doc. No. 224
Page No. 46
Book No. 0111
Series of 2025.