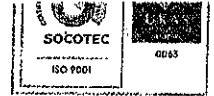




PHILIPPINE VETERANS AFFAIRS OFFICE
Quality Management System for Pension Management System
ISO 9001:2015 Certified



Certificate Number: SCU0017130

NOTICE OF AWARD

04 OCT 2021

MR. GILMORE A. RIVERA
Operations Director
SOCOTEC CERTIFICATION PHILIPPINES, INC.
2/F JD Tower, Commerce Avenue
Madrigal Business Park, Ayala Alabang
Muntinlupa City

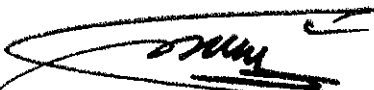
Dear Mr. Rivera:

This is to notify you that the **Consulting Services for the Certification of PVAO's Quality Management System (QMS) for Pension Management System under ISO 9001:2015 Standards** is hereby awarded to your company as the Bidder with the Single Rated and Responsive Proposal in the total amount of **Two Hundred Eighty-Six Thousand Eighty-Seven Seven Pesos & 20/100 (P 286,087.20)**.

You are therefore required within three (3) calendar days from the receipt of this Notice of Award to formally enter into contract with us. Failure to enter into the said contract shall constitute a sufficient ground for cancellation of this award.

For any inquiry, you may coordinate with Ms. Angela Kaye F. Crescini, Planning Officer I, Planning Management Division, PVAO at Tel. No. 8912-2533.

Very truly yours,


LTGEN ERNESTO G CAROLINA AFP (RET)
Administrator

Conforme:


Date: October 6, 2021

Serbisyo sa Beterano, Serbisyo sa Bayan

Veterans Compound, Camp General Emilio Aguinaldo, Quezon City
Website: pvao.gov.ph / Tel. No. (02) 8912-4526



Department of National Defense
PHILIPPINE VETERANS AFFAIRS OFFICE
Quality Management System for Pension Management System
ISO 9001:2015 Certified



Certificate Number: SCU001713Q

NOTICE TO PROCEED

18 OCT 2021

MR. GILMORE A. RIVERA
Operations Director
SOCOTEC CERTIFICATION PHILIPPINES, INC.
2/F JD Tower, Commerce Avenue
Madrigal Business Park, Ayala Alabang
Muntinlupa City

Dear Mr. Rivera:

The attached Contract having been approved, notice is hereby given to **SOCOTEC CERTIFICATION PHILIPPINES, INC.** to proceed with the activities pertaining to the **Consulting Services for the Certification of PVAO's Quality Management System (QMS) for Pension Management System under ISO 9001:2015 Standards.**

You are responsible for performing the services under the terms and conditions of the Contract and in accordance with the Terms of Reference (TOR).

Please acknowledge receipt and acceptance of this Notice by signing both copies in the space provided below. Keep one copy and return the other to the PHILIPPINE VETERANS AFFAIRS OFFICE.

Very truly yours,


LTGEN ERNESTO G CAROLINA AFP (RET)
Administrator

Conforme:


Gilmore A. Rivera

Date: 10/19/2021

Serbisyo sa Beterano, Serbisyo sa Bayan

Veterans Compound, Camp General Emilio Aguinaldo, Quezon City
Website: pvao.gov.ph / Tel. No. (02) 8912-4526

**CONTRACT OF AGREEMENT FOR THE THREE (3)-YEAR QUALITY
MANAGEMENT SYSTEM (QMS) ISO 9001:2015 RE-REGISTRATION
CERTIFICATION**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into in Veterans Compound, Camp General Emilio Aguinaldo, Quezon City, Philippines, by and between:

The **PHILIPPINE VETERANS AFFAIRS OFFICE**, a government instrumentality duly established and existing under and by virtue of Philippine laws, as amended, with office address at Veterans Compound, Camp General Emilio Aguinaldo, Quezon City, Philippines, herein represented herein by its **Administrator, LTGEN ERNESTO G CAROLINA AFP (Ret)**, hereinafter referred to as "**PVAO**"

- and -

The **SOCOTEC CERTIFICATION PHILIPPINES, INC.**, a corporation existing under and by virtue of the laws of the Philippines, with office address **2F JD TOWER COMMERCE AVE., MADRIGAL BUSINESS PARK AYALA, ALABANG, MUNTINLUPA CITY 1770**, represented herein by its **Operations Director, GILMORE A. RIVERA**, hereinafter referred to as "**OPERATIONS DIRECTOR**"

WITNESSTH that:

WHEREAS, PVAO desires to engage **SCPI's** services to conduct a PAB accredited ISO 9001:2015 audit;

WHEREAS, SCPI is desirous and willing to provide the services as defined and set forth in this MOA;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:


Article 1 - Scope of Services

1.1 Re-certification Audit:

Prior to the conduct of the said activity, an **Audit Itinerary** is to be submitted to PVAO one week before the scheduled audit that will include the following activities:

- 1.1.1 Interview and discussion with company personnel (to be nominated by the **PVAO**);
- 1.1.2 Selective sampling of required system documentation and records;
- 1.1.3 Observation of implemented policies;
- 1.1.4 Gathering of objective evidence of effective implementation;

The output of this activity is an on-site written report which shall be submitted immediately after the completion of the on-site audit and an off-site report indicating the recommendation for certification by **PVAO** to the approving body.



1.2 Regular Periodic Surveillance Audits:

The frequency of these audits is annual, for two (2) consecutive years, and is to be conducted on or before the anniversary of the last audit day of the Re-certification Audit. These audits are carried on-site to assess the continued effective implementation of the documented system by the same methods used in the original audit. The main focus of the surveillance audits are the closure of non-conformities found during the previous audits and continual improvements. Similar to the re-certification audit, an **Audit Itinerary** is provided to **PVAO** one week before the scheduled surveillance visits.

The outputs of these activities are on-site documented audit reports which shall be submitted immediately after the completion of the on-site audit and off-site reports, unless otherwise agreed upon by the two (2) parties.

In the event that a non-conformance is raised by the audit team, the organization is required to perform item 1.4.1 and 1.4.2 stated below.

1.3 Timetable of the Scope Audits

1.3.1 **SCPI** shall conduct re-certification on-site audits within a period sufficient to meet **PVAO**'s target schedule.

1.3.2 For the surveillance audit for the second year, **SCPI** shall prepare and submit a surveillance audit itinerary not later than one week before the first anniversary of the last day of the re-certification audit. The surveillance audit shall be conducted on or before the second anniversary of the last day of the re-certification audit.

1.4 Awarding of ISO 9001:2015 Certificate

The minimum processing, approval and release period for an ISO 9001:2015 certificate is 60 days from the receipt and approval of corrective actions for non-conformance(s) raised in the re-certification audit.

However, this is subject to satisfactory completion of the following by **PVAO**:

1.4.1 **Minor non-conformance** - submit a plan of action in the CAR section of the re-certification/surveillance audit report. The verification of the effectiveness of the action taken shall be done in the succeeding surveillance audit.

1.4.2 **Major non-conformance** - submit a plan of action in the CAR section of the re-certification/surveillance audit report. A verification visit/follow-up audit shall be done within 30 days to determine if the action taken is effective during the re-certification/surveillance audit. **PVAO** shall be charged P16,800.00 for the conduct of the service.

1.4.3 Completion of payments of application, re-certification audit fees as per the agreed Summary of Fees in this Contract under Article 1 Section 5.

1.5 Other add-on services from SCPI:

1.5.1 Entitlement to regular updates to the relevant Systems Standards as they become available.

1.5.2 Complimentary **SCPI** ISO 9001:2015 Certificate Logo to be sent through e-mail which can be affixed by the PHILIPPINE VETERANS AFFAIRS OFFICE on their business cards, letterheads and marketing materials and other suitable collaterals as **PVAO** may deem proper.

1.5.3 ISO 9001:2015 stickers

1.5.4 In rating the performance of the audit team, a Client Satisfaction Survey shall be given by the **SCPI** and PVAO upon completion of each visit.

1.5.5 To ensure fair auditing, a copy of the Appeals and Complaints procedure will be given to the **PVAO**.

Article 2 - Relationship Between the Parties

2.1 Coordination with the SCPI and PVAO

SCPI shall coordinate fully with and report directly to the PHILIPPINE VETERANS AFFAIRS OFFICE Management Representative or any person to be designated by **PVAO**.

2.2 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between PVAO and **SCPI** the relationship of an employer-employee. It being understood that the position of **SCPI** and any one else performing the SERVICES is that of an independent contractor.

Article 3 - Undertakings of the PVAO

3.1 Access to the Project

PVAO warrants that upon request of **SCPI**, it shall:

3.1.1 Assist in ensuring peaceful, secure and safe working conditions for **SCPI** and its PERSONNEL;

3.1.2 Provide access to the site, upon prior notice by **SCPI**, to conduct certification and surveillance audits.

3.1.3 Give **SCPI** thirty (30) days advance notice in the event of cancellation, postponement or change in schedule.

3.2 Data, Materials, Services, and Facilities

3.2.1 **SCPI** shall be responsible for all expenses incurred in obtaining the data, materials and services and facilities necessary to fulfill its duties under this Agreement. However, it would be the responsibility of **PVAO** to provide access in obtaining the information relevant to the execution of the SERVICES.

3.2.2 Food, airfare / travel (if applicable), transportation and accommodations of **SCPI** shall be provided for by **PVAO**.

3.3 Liabilities and Indemnity

3.3.1 **SCPI** shall defend, indemnify and hold **PVAO** harmless, from and against all losses, expenses and claims for death of or personal injury to **SCPI**'s officers, employees, servants or agents, or third parties and for damage to or loss of properties arising out of or in any way connected with the execution of the **SCPI**'s SERVICES under this MOA.

3.3.2 **SCPI** shall be solely responsible for and pay and shall defend, indemnify and hold the PVAO harmless against any and all taxes on income, profit or gain imposed by any governmental or taxing authority on **SCPI** or any of its employees or PVAO in respect of any payment made to or earned by **SCPI** or any of its employees pursuant to this MOA.

Article 4 - Rights, Duties and Liabilities of SCPI

4.1 Standard of Services

SCPI shall fulfill its obligations under this MOA by using its technical knowledge and according to the best-accepted professional standards.

SCPI shall exercise all reasonable skill, care and diligence in the discharge of its duties agreed to be performed and shall always work in the best interest of **PVAO**. **SCPI** shall provide personnel with adequate qualifications and experience and of such number as may be required for the fulfillment of the SERVICES.

Moreover, **SCPI** shall:

4.1.1 Provide qualified auditors to conduct audits in the name of **SCPI** (Note: The Audit Team may use external experts as necessary);

4.1.2 Have no member of the audit team who has provided consultancy services for PHILIPPINE VETERANS AFFAIRS OFFICE or who has been a former PHILIPPINE VETERANS AFFAIRS OFFICE employee within two (2) years prior to the audit;

4.1.3 Have at least one auditor of the certification Audit Team participate in all audits of the three-year audit cycle;

4.1.4 Seek written approval from PHILIPPINE VETERANS AFFAIRS OFFICE prior to replacement of any Audit Team member.

4.2 SCPI shall not, without the prior written consent of **PVAO**, in any way assign, transfer, pledge or make any disposition of this MOA or any part thereof.

4.3 Proprietary Right of the PVAO to Records / Materials

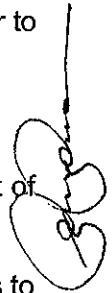
4.3.1 All reports and relevant data and other supporting records or materials compiled or prepared in the course of the performance of the SERVICES shall be the absolute property of **PVAO** and shall not be in any way used by **SCPI** for purposes unrelated to this MOA even after the termination or completion of the services rendered by **SCPI** and shall not be disclosed by the latter, his agents or personnel to any third party through any means without the prior written approval of **PVAO**. Such documents, whether original or photocopy, shall be turned over to **PVAO** upon completion or termination of the MOA.

4.3.2 **SCPI** agrees:

4.3.2.1 To keep all information secured in connection with or as a result of performing the services in strict confidentiality; and

4.3.2.2 Not to divulge or permit its employees, agents or sub-contractors to divulge such information or any part thereof to any party other than **PVAO**. Such confidentiality shall survive the termination of the SERVICES.

4.4 A project schedule will be agreed upon between **PVAO** and **SCPI** before the start of **SCPI**'s engagement. The project schedule will take **PVAO**'s considerations and **SCPI**'s experience into account. Although actual implementation does usually deviate slightly from the schedule, the rate at which the project progresses is highly dependent on **PVAO** implementing the system.



4.4 A project schedule will be agreed upon between **PVAO** and **SCPI** before the start of **SCPI's** engagement. The project schedule will take **PVAO's** considerations and **SCPI's** experience into account. Although actual implementation does usually deviate slightly from the schedule, the rate at which the project progresses is highly dependent on **PVAO** implementing the system.

4.5 **SCPI** shall not be held liable for any delay in project implementation that is not directly attributable to **SCPI's** failure to perform its duties as outlined in the project schedule.

4.6 Either party agrees that it will not entice or induce away staff from the other party during the course of the engagement and for a period of one (1) year after conclusion of the engagement.

4.7 The failure of either party to performs its obligations under this engagement shall not subject such party to any liability if such failure is caused or is occasioned by an act of God, public enemy, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes, or other labor unrest, interruption due to delay in transportation, compliance with any other regulation or request of the government of competent jurisdiction or department, agency or committee thereof, or by any of other event or circumstance of like or different character to the foregoing beyond the reasonable control of the party so failing to perform.

Article 5 - Cost and Payments

5.1 Summary of Costs

Activity	Mandays	Php Fees
Application, Re-certification Audit and Reporting	5.5	115,935.00
Annual Surveillance Audit and Reporting (Year 2)	3.5	69,750.00
Annual Surveillance Audit and Reporting (Year 3)	3.5	69,750.00
TOTAL 3 Year Fees PHP (VATex)	12.50	255,435.00
12% VAT	N/A	30,652.20
TOTAL 3 YEAR Fees PHP (VATin)	12.50	286,087.20

Note 1: All costs shall include tax required - tax will be charged at the rate fixed by the government at the time of invoicing; however, if **PVAO** is zero VAT rating, please provide corresponding certificate.

Note 2: OPTIONAL: Certificate Fee for Extra Copy is Php 5,000.00

Note 3: The majority allocation stated in this proposal is based on the number of employees declared in the questionnaire. In the event that there will be an increase in the number of manpower in the succeeding surveillance audits, this will necessitate a change in the number of audit manday allocation. Hence, this will also entail a revision of costs.

5.2 Payments

PVAO shall pay **SCPI** the sum of **TWO HUNDRED EIGHTY-SIX THOUSAND EIGHTY-SEVEN AND TWO CENTS (286,087.20) INCLUSIVE OF 12% VAT** in accordance with the above Summary of Fees.

5.3 Payment Terms

5.3.1 Application, Transition, re-certification Audit Fee shall be invoice: Upon receipt of Invoice from **SOCOTEC CERTIFICATION PHILIPPINES, INC.**, payment shall be made within 30 days after the conduct of the audit.

5.3.2 Surveillance Audit Fee: Upon receipt of invoice from **SOCOTEC CERTIFICATION PHILIPPINES, INC.**, payment shall be made within 30 days after the conduct of the audit.

5.3.3 Upon payment all bank charges shall be borne by **PVAO**.

5.4 No Indirect Payments

The fee of **SCPI** charged to **PVAO** shall constitute their only remuneration and neither **SCPI** nor its **PERSONNEL** shall accept any trade commission, discount or interest payments or other considerations in relation to this MOA or in relation to the discharge of their obligations hereunder.

Article 6 - Miscellaneous

6.1 Authorized Representative

Any action required or permitted to be taken and documented required or permitted to be executed under this MOA may be taken or executed (a) on behalf of **PVAO** by **LTGEN ERNESTO G CAROLINA AFP (Ret)** and (b) on behalf of **SOCOTEC Certification Philippines, Inc.**, by **GILMORE A. RIVERA**.

6.2 Notice or Request

Any notice or request to be given or made under this MOA shall be in writing and shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, telex, cable or telegram to the party, to which it is required to be given or made at such party's address below or at such other address as either party shall have specified in writing.

FOR PHILIPPINE VETERANS
AFFAIRS OFFICE (PVAO)


LTGEN ERNESTO G CAROLINA AFP (Ret)
Administrator

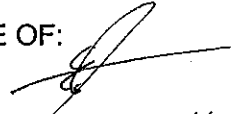
FOR SOCOTEC CERTIFICATION
PHILIPPINE, INC.


GILMORE A. RIVERA
Operations Director

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2021 at _____.

SIGNED IN THE PRESENCE OF:


ENGR. DIOMEDES C. PALOR
Head, Procurement Management Section


Edward Allen C. Valerio
Marketing

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

QUEZON CITY

Before me, A Notary Public for and in the City of QUEZON CITY personally appeared the following:

NAME	ID NO.	DATE/PLACE ISSUED
LTGEN ERNESTO G CAROLINA AFP (Ret)	DND-2010-001	Feb 26, 2019 Quezon City
GILMORE A. RIVERA	D1294030354	May 10, 2023 DLRO Alabang

Known to me to be the same persons who executed the foregoing instrument, and who acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities represented herein.

This instrument consists of seven (7) pages including this page where the Acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this OCT 15 2021, 2021 at QUEZON CITY

NOTARY PUBLIC

Doc. No. 851
Page No. 52
Book No. P2XXXIX
Series of 2021

[Signature]
ATTY. PORTIA D. FLORES-DIESTA
Notary Public
Until December 31, 2021
Attorney's Roll No. 41164
Notarial Commission No. 143 (2020-2021)
PTR No. 9840412C 1/4/2021, Quezon City
IBP LRN No. 039543-Q.C. Chapter
MCLE Cert. No. VI-0029931 01/08/2020
215 Bonnie Serrano Rd. Murphy, Quezon City, 8-421-11-72