

# CONTRACT AGREEMENT

(CA-2018-18)

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## KNOWN ALL MEN BY THESE PRESENT:

This Contract is executed and entered into for all intents and in all respects at Quezon City, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between:

The **OFFICE OF THE OMBUDSMAN**, with principal office address at Ombudsman Building, Agham Road, Diliman, Quezon City, represented by **MELCHOR ARTHUR H. CARANDANG**, Overall Deputy Ombudsman, hereinafter referred to as "the ENTITY":

- AND -

**TÜV RHEINLAND PHILIPPINES, INC.** with business address at G/F La Fuerza Building 1, 2241 Don Chino Roces Avenue, Makati City represented by **TRISTAN ARWEN G. LOVERES**, Authorized Representative and Managing Director, hereinafter referred to as "the CONSULTANT";

WITNESSETH

**WHEREAS**, the ENTITY is in need of **Consulting Services (ISO Certifying Body) to provide highly technical assistance in the ISO 9001:2015 Certification Audit for the OMB Quality Management System;**

**WHEREAS**, the ENTITY has funds available for the purpose;

**WHEREAS**, the Bids and Awards Committee was authorized to resort to Alternative Methods of Procurement in accordance with the provisions of **Section 53.9** of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Small Value Procurement) per approved Authority;

## NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Financial Proposal Submission Form (FPF 1) (Annex "A");
  - (b) Technical Proposal Submission Form (TPF 1) (Annex "B");
    - (b.1) Consultant's References (TPF 2) (Annex "B-1");
    - (b.2) Description of the Methodology and Work Plan for Performing the Project (Plan of Approach and Methodology (TPF 3) (Annex "B-2");
    - (b.3) Team Composition and Task (TPF 4) (Annex "B-3");
    - (b.4) Curriculum Vitae (CV) for Proposed Professional Staff (TPF 5) (Annex "B-4");
  - (c) Terms of Reference (TOR) (Annex "C");

- (d) Omnibus Sworn Statement with Secretary's Certificate (Annex "D" and Annex "D-1");
- (e) Entity's Notice of Award (Annex "E"); and,
- (f) Performance Security (Annex "F")

**3. Services of the Consultant**

The CONSULTANT hereby solidarily obligates to perform the herein services as stipulated in the Terms of Reference (TOR) attached herewith as Annex "C" under the direct supervision and control of the Ombudsman;

**4. Compensation**

For the services rendered by virtue of this Contract, the ENTITY shall pay the CONSULTANT the total gross amount of **Five Hundred Thirty Five Thousand Three Hundred Sixty Pesos (P535,360.00)** (Reference: Annex "A"), which is payable based on the schedule of payment as follows and as indicated in the Terms of Reference (TOR) (Annex "C"):

<b>Year</b>	<b>Percentage to Total</b>	<b>Amount</b>
2018	60%	Three Hundred Twenty One Thousand Two Hundred Sixteen Pesos (P321,216.00)
2019	20%	One Hundred Seven Thousand Seventy Two Pesos (P 107,072.00)
2020	20%	One Hundred Seven Thousand Seventy Two Pesos (P 107,072.00)
<b>GRAND TOTAL</b>		<b>Five Hundred Thirty Five Thousand Three Hundred Sixty Pesos (P535,360.00)</b>

**5. Effectivity**

- a) The ENTITY hereby engages the services of the CONSULTANT for a period of three (3) years effective upon receipt of Notice of Award;
- b) The ENTITY may, whenever the exigencies of the public require, terminate this contract for justifiable reason after at least thirty (30) days notice to the CONSULTANT.

**6. Confidentiality**

All materials, documents and information that may come into the possession of the CONSULTANT for purposes of this Contract shall remain confidential during the term of the Contract.

The CONSULTANT shall not disclose to any third party at any time, in any forum, any proprietary or confidential information relating to the Services, without prior consent of Ombudsman. Further, the CONSULTANT shall not make any use of said materials, documents and information under this Contract.

**7. Performance Security**

The CONSULTANT shall post a performance security in an amount equal to the percentage of the total contract price as provided under Section 39 of the 2016 Revised IRR of R.A. 9184 attached herewith as Annex "F".



IN WITNESS whereof the parties thereto have caused this Agreement to be executed on the day and year first above written.

**OFFICE OF THE OMBUDSMAN**

**TÜV RHEINLAND PHILIPPINES, INC.**

**MELCHOR ARTHUR H. CARANDANG**  
*Overall Deputy Ombudsman*

**TRISTAN ARWEN G. LOVERES**  
*Authorized Representative / Managing Director*

SIGNED IN THE PRESENCE OF:

OMAR L. SAGADAL  
Signature over printed name  
(Witness for Ombudsman)

Sencho de Dios  
Signature over printed name  
(Witness for Consultant)

CERTIFIED FUNDS AVAILABLE:

**WEOMARK RYAN G. LAYSON**  
*Assistant Ombudsman, FMIO*

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S  
X ----- X

**MAKATI CITY**

**MAKATI CITY**

**OCT 16 2018**

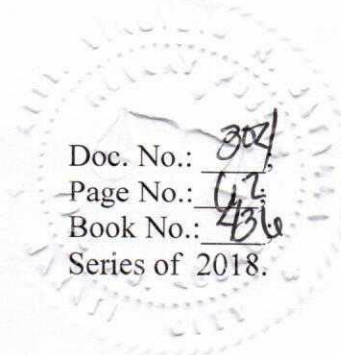
BEFORE ME, a Notary Public for and in Quezon City, this \_\_\_ day of \_\_\_\_\_, 2018 personally appeared the following with their respective Identification Cards:

<u>Name</u>	<u>ID Number</u>
MELCHOR ARTHUR H. CARANDANG	Ombudsman ID # _____
TRISTAN ARWEN G. LOVERES	_____

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

**OCT 16 2018**

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



**ATTY. VIRGINIA R. BATALLA**  
Notary Public  
NOTARY PUBLIC FOR MAKATI CITY  
APPOINTMENT NO. M-88  
UNTIL DECEMBER 31, 2018 - ROLL OF ATTY NO. 48348  
MCLE COMPLIANCE NO. 1-0026676 /4-11-2018  
I.P.O.R No. 706762-LIFETIME MEMBER JAN. 29, 2007  
PTR No. 6607619- JAN 03, 2018- MAKATI CITY  
3 EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER