

Contract for the Engagement of Services for Certifying Body for the Recertification of the SEC Quality Management System (QMS) to ISO 9001:2015 Standards

Know All Men by These Presents:

This Agreement made and entered into by and between:

The **SECURITIES AND EXCHANGE COMMISSION**, a government agency created by law pursuant to the provisions of Commonwealth Act No. 83, otherwise known as the Securities Act, as amended, and reorganized under R.A. No. 8799, otherwise known as the Securities Regulation Code, with principal office at the Secretariat Building, PICC Complex, Roxas Boulevard, Manila, represented herein by the Director of its Economic Research and Training Department (ERTD), **ROSE ANN S. ESPIRITU**, who is duly authorized to sign the contract under SEC Office Order No. 270 Series of 2019, hereinafter referred to as the "**SEC**";

and

TÜV RHEINLAND PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with head office address at G/F La Fuerza Building 1 2241 Don Chino Roces Avenue, Makati City 2131, Philippines, represented herein by its, Managing Director, **MR. TRISTAN ARWEN G. LOVERES**, duly authorized for the purpose of this Contract as evidenced by its Secretary's Certificate dated January 21, 2021, hereinafter referred to as the "**SERVICE PROVIDER**".

WITNESSETH:

WHEREAS, the Bids and Awards Committee (BAC) conducted a Small Value Procurement for **the Engagement of Services for Certifying Body for the Recertification of the SEC Quality Management System (QMS) to ISO 9001:2015 Standards** that was posted on October 21, 2021 at the PhilGEPS and SEC websites and in the SEC Bulletin Boards continuously for at least seven (7) days;

WHEREAS, the BAC declared the bid of **TÜV RHEINLAND PHILIPPINES, INC. (TUV)** as the **Lowest Calculated and Responsive Bid** for the Project;

WHEREAS, the BAC, in its Resolution No. 2021-058 dated November 08, 2021, recommended to ERTD Director Rose Ann S. Espiritu, the award of contract for the abovementioned project to **TUV** in the amount **Four Hundred Seven Thousand Four Hundred Pesos (Php407,400) inclusive of VAT**;

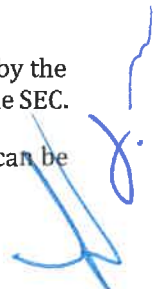
WHEREAS, on November 09, 2021, Director Espiritu approved the recommendation of the BAC and accordingly, issued the Notice of Award to **TUV**;

WHEREAS, on _____, 2021, **TUV** submitted its Performance Security in the form of _____ issued by _____ in the sum of _____;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. SCOPE OF WORK/SERVICES AND OBLIGATIONS OF THE SERVICE PROVIDER

- 1.1. The full scope of work/services shall be undertaken by the Service Provider within the stipulated engagement period as detailed and provided for under the Terms of Reference (TOR), hereto marked as Annex "A", and shall become an integral part of this Contract.
- 1.2. All information, data and records are confidential in nature and property of the SEC and shall be treated with utmost confidentiality at all times by the Service Provider.
- 1.3. The Service Provider shall undertake not to reveal or make any disclosure of data or information obtained from the SEC to any third person or party without the prior written consent of the SEC during and even after the termination of this Contract.
- 1.4. The Service hereby understood that all materials and work formulated, created and obtained by the Service Provider for the purpose of this Contract shall be submitted and owned exclusively by the SEC.
- 1.5. Provide the SEC with a high-resolution digital copy of the corresponding ISO certificate which can be used as deemed necessary.



2. SEC OBLIGATIONS

- 2.1 Ensure that the following pre-requisites are fulfilled before the Service Provider conduct the audit .
 - 2.1.1 The SEC QMS has been reviewed through an internal audit according to the applicable certification standard during the last twelve (12) months;
 - 2.1.2 Non-conformities should have been closed before the certification audit; and
 - 2.1.3 A management review should have been conducted in the last twelve (12) months.
- 2.2 Ensure that the permit to use the certificate and certification mark issued shall exclusively apply to the areas of the SEC stated in the certificate's scope of application.
- 2.3 Undertake to use the certificate and/or certification mark only to make a statement about the SEC or the certified area of the SEC.
- 2.4 Provide the Service Provider of the actual number of manpower of the SEC during such audit. Changes in manpower count will mean changes in quoted pricing as per ISO 17021.
- 2.5 Provide the Service Provider and/or its Auditors with transportation and/or service vehicle to and from the Audit Area; and free meals on the scheduled date of certification/surveillance audit.
- 2.6 Provide access and use of facilities necessary for the rendition of services of the Service Provider.

3. CONTRACT PRICE. The contract price is **Four Hundred Seven Thousand Four Hundred Pesos (Php407,400.00)**, VAT Inclusive.

Payment shall be made in three (3) installments upon completion of each of the following milestones and submission of the required deliverables:

Activity/Deliverable	Payment
After Recertification Audit and Issuance of ISO 9001:2015 Certificate Valid for Three (3) Years	Php203,700.00 (50%)
Submission of 1st Surveillance Audit Report	Php101,850.00 (25%)
Submission of 2 nd Surveillance Audit Report	Php101,850.00 (25%)
TOTAL	Php407,400.00

Payments shall be made after completion of activities herein prescribed as evidenced by the submission and acceptance of the required deliverables for the certification process.

Each payment shall be supported by a Certificate of Satisfactory Service based on the work rendered comprising the actual outputs as certified by the **Service Provider** and duly accepted by the authorized representative of the SEC.

4. OTHER DOCUMENTS. The following documents shall be attached, deemed to form and be read and construed as integral part of this Contract, viz:

Annex	Description of Documents	No. of Pages
A	SEC Office Order No. 270, series of 2019	1
B	Authority to Sign for TUV Rheinland Philippines, Inc.	1
C	RFQ No. 2021-SVP-24 with Terms of Reference	7
D	Bidder's Eligibility and Technical Proposal	18
E	Bidder's Financial Proposal	
F	TUV Contract on the Certification for the Re-certification of the SEC management system in accordance with ISO 9001:2015 standards	11
G	BAC Resolution No. 058	2
H	Notice of Award	3
I	Performance Bond	

In case of conflict between the Terms and Conditions of the Contract on Certification issued by the Service Provider and the Terms of Reference of the SEC, the latter shall prevail.

5. MISCELLANEOUS PROVISIONS:

- 5.1. The Service Provider shall not assign, in whole or in part, its obligations under this Contract.

- 5.2. The Service Provider shall conform to all applicable laws and regulations concerned or governing the Contract.
 - 5.3. The parties to this Contract are respectively represented by their responsible officers duly empowered by proper authorizations.
 - 5.4. This Contract does not and shall not create an employer-employee relationship between the parties nor between their respective officers, employees and/or representatives.
 - 5.5. Any dispute arising or in connection with this Contract shall be amicably settled by the parties through any of the applicable alternative modes of dispute resolution.
 - 5.6. No amendment, modification, alteration or changes of this Contract shall be valid and binding on either Party unless expressed in writing and executed with the same formalities observed in this Contract.
6. **CONTRACT DURATION AND EFFECTIVITY.** This Contract shall be valid for a period of three (3) years commencing from signing hereof and shall remain in full force and effect unless withdrawn, cancelled or amended upon the mutual Contract of the parties in writing and may be terminated by either party subject to written notification to the other Party within thirty (30) calendar days prior to the intended date of termination subject to whatever obligations already incurred.


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

SECURITIES AND EXCHANGE COMMISSION
T.I.N. 000-190-308-000

TUV RHEINLAND PHILIPPINES, INC.
TIN: _____

Signing for, and on Behalf of the Chairperson;


By:


ROSE ANN S. ESPIRITU
Director
Economic Research and Training
Department
TIN: 213-592-143

By:


TRISTAN ARWEN G. LOVERES
Managing Director
TIN: 179-007-347

Signed in the Presence of:



Aurea Theresa M. Laxinto



J. L. QUIZON

Certified Funds Available:


ATTY. DONDIE Q. ESGUERRA
Officer-in-Charge, FMD ✓

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for the and in City of Pasay on this 14 day of Dec. 2021, personally came and appeared the following and presenting competent evidence of identity, as follows:


<u>Name</u>	<u>Evidence of Identify</u>
ROSE ANN S. ESPIRITU	TIN: 213-592-143

all known to me and to me known to be the same persons who executed this Agreement consisting of Five (5) pages including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021 _____


Atty. Jennifer F. Delano
Administering Officer
SEC, Securities Counsel II
Securities and Exchange Commission
Republic of the Philippines



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY **MAKATI CITY** S.S.

MAKATI CITY

JAN 31 2022

BEFORE ME, a Notary Public for the and in City of Pasay on this ___ day of _____ 2021, personally came and appeared the following and presenting competent evidence of identity, as follows:

Name


Evidence of Identify

TRISTAN ARWEN G. LOVERES

TIN: 179-007-347

all known to me and to me known to be the same persons who executed this Agreement consisting of Five (5) pages including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

JAN 31 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Notary Public

Doc. No. 37
Page No. 65
Book No. 229
Series of 2022

ATTY. GEORGE DAVID D. SITON
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. H-382- UNTIL DEC. 31, 2021
ROLL NO. 68402/ NICLE COMPLIANCE NO. VI-0021936/ 3-29-2019
IBP O.R. NO. 2275859- LIFETIME MEMBER MAY. 8, 2017
PTR NO. 8852066- JAN 03, 2022- MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR JUPITER ST., MAKATI CITY
EXTENDED UNTIL JUNE 30, 2022 PER BM NO. 3795

