

CPM 299-22

TÜV NORD Philippines, Inc.
 Unit 603-609, Common Goal Tower
 Finance cor, Industry Sts. MBP, Ayala Alabang
 Muntinlupa City 1780
 Land Line: (02) 8807-6317, 8807-8446, 8809-0509
 Fax: (02) 8842-9256



Reference:
 Date: 20 October 2022

DEPARTMENT OF FOREIGN AFFAIRS

Main Site: 2330 ROXAS BOULEVARD 1300 PASAY CITY PHILIPPINES
Site 1: BRADCO AVE. COR. MACAPAGAL BLVD., ASEANA BUSINESS PARK, BRGY.TAMBO 1714 PARAÑAQUE CITY PHILIPPINES
Site 2: 1ST FLOOR, LINGKOD PINOY CENTER ROBINSONS GALLERIA, WEST LANE ESDA COR. ORTIGAS AVENUE 1110 PASIG CITY PHILIPPINES
Site 3: 7TH FLOOR, SM MEGAMALL BUILDING C, EDSA CORNER DOÑA JULIA VARGAS AVENUE, ORTIGAS CENTER 1555 MANDALUYONG CITY
Site 4: 3F LINGKOD PINOY CENTER BLDG. B, ROBINSONS NOVALICHES, QUIRINO HIGHWAY, BRGY. PASONG PUTIK 1118 QUEZON CITY
Site 5: LEVEL 2 ALI MALL GOVERNMENT CENTER, ARANETA CENTER, CUBAO 0810 QUEZON CITY PHILIPPINES
Site 6: 4TH FLOOR METRO ALABANG TOWN CENTER, ALABANG ZAPOTE ROAD 1780 MUNTINLUPA CITY PHILIPPINES
Site 7: 5/F CITY MANILA, NATIVIDAD ALMEDA-LOPEZ ST. COR. A. VILLEGAS AND SAN MARCELINO ST., ERMITA 1000 MANILA CITY PHILIPPINES
Site 8: 2F SM CITY DAMARIÑAS GOVERNOR'S DRIVE SAMPALOC I 4114 DAMARIÑAS CAVITE PHILIPPINES
Site 9: 3F PACIFIC MALL LUCENA M.L. TAGARO STREET BARANGAY III 4301 LUCENA PAMPANGA
Site 10: 2F ROBINSONS STARMILLS LINGKOD PINOY CENTER 2009 SAN FERNANDO PAMPANGA

Address:

Contact Number: 8 832-3353/8 834-3044
E-mail: gms.unit@dfa.gov.ph

Attention: Under Secretary for Administration Mr. ANTONIO A. MORALES
Number of Employees: 988
Standard: ISO 9001:2015
Scope of Certification: 1. Passport, Authentication, and Visa Application Services of the Office of Consular Affairs in Aseana, CO NCR Central, CO NCR East, CO NCR North, CO NCR Northeast, CO NCR South, CO NCR West, CO Dasmariñas, CO Lucena, and CO Pampanga;
 2. Assistance-to-Nationals Services for External Clients in the Office of the Undersecretary for Migrant Workers Affairs (UMWA)
 3. All support services in the DFA Home Office and OCA-Aseana

1st Year (ISO 9001:2015 Re-Certification Audit)

Phase	Activity	Mandays	Price (PHP)	Complimentary Items
1	Contract Review	1.0	No charge	A3 size English Certificates (3) Complimentary All Weather Streamer TÜV NORD Stickers Electronic Copy of Logo Customer Feedback Mechanism
2	Re-Certification Audit	13.0	234,000	
3	Report Preparation	1.0	No charge	
4	Registration and Issuance of Certificate		15,000	
5	Travel Mandays	1.0	30,000	
6	Total Amount		279,000	
7	Value Added Tax		33,480	
Total Amount (VAT Inclusive)			312,480	

(The aforementioned prices are inclusive of Value Added Tax (VAT) at the relevant statutory rate).

TÜV NORD Philippines, Inc.
 Unit 603-609, Common Goal Tower
 Finance cor, Industry Sts. MBP, Ayala Alabang
 Muntinlupa City 1780
 Land Line: (02) 8807-6317, 8807-8446, 8809-0509
 Fax: (02) 8842-9256



Quotation for 2nd year and 3rd year Surveillance Audit FOR REFERENCE ONLY

DEPARTMENT OF FOREIGN AFFAIRS

Attention: MR. ANTONIO A. MORALES

2nd Year (ISO 9001:2015 1st Annual Surveillance Audit)

Phase	Activity	Mandays	Price (PHP)	Complimentary Items
1	Surveillance Audit	6.0	108,000	Updates on New Standards Customer Feedback Mechanism
2	Report Preparation	1.0	No charge	
3	Annual Certificate Maintenance Fee		12,500	
4	Sub Total		120,500	
5	Value Added Tax		14,460	
Total Amount (VAT Inclusive)			134,960	

3rd Year (ISO 9001:2015 2nd Annual Surveillance Audit)

Phase	Activity	Mandays	Price (PHP)	Complimentary Items
1	Surveillance Audit	6.0	108,000	Updates on New Standards Customer Feedback Mechanism
2	Report Preparation	1.0	No charge	
3	Annual Certificate Maintenance Fee		12,500	
4	Sub Total		120,500	
5	Value Added Tax		14,460	
Total Amount (VAT Inclusive)			134,960	

Total amount for two (2) years ~~Php 269,920~~

VAT Inclusive

Note: The aforementioned prices are inclusive of Value Added Tax at the relevant statutory rate.

Conforme:

ANTONIO A. MORALES
 Undersecretary

Date Signed:

16 NOV 2022

DEPARTMENT OF FOREIGN
 AFFAIRS
 Authorized Signatory

TÜV NORD Philippines, Inc.
Unit 603-609, Common Goal Tower
Finance cor, Industry Sts. MBP, Ayala Alabang
Muntinlupa City 1780
Land Line: (02) 8807-6317, 8807-8446, 8809-0509
Fax: (02) 8842-9256



Terms & Conditions

Audit Scheduling

Audit scheduling and audit registration will only commence upon receipt of the signed proposal / contract.

An audit can be scheduled a minimum of one (1) month after the receipt of the signed proposal or depending on the availability of the auditors.

Transportation:

Auditor's travel cost (airfare, taxi fare, etc.), hotel accommodation, and en route subsistence on actuals shall be borne by the client, for both the Philippine site and remote location/s (if any) and local and foreign auditors, if applicable.

If the client can't provide the transportation/accommodation, TÜV NORD Philippines, Inc. will bill the client separately for the transportation/accommodation expense with an additional PHP1,000.00 to cover processing fees and other taxes as imposed by the Bureau of Internal Revenue.

If the client requires an additional visit of TÜV NORD Auditors, the client will shoulder the transportation, hotel accommodation, and airfare charges, if applicable.

Air Tickets and Travel Details:

The client shall send the air tickets and travel details of the auditors to TÜV NORD Philippines, Inc. one week before the audit, or three (3) days upon receipt of the audit plan, whichever is the shortest period before the audit.

Air tickets and travel details must be sent during working hours on weekdays only.

TÜV NORD Philippines, Inc. reserves the right to cancel the confirmed audit if these terms are not satisfied.

Issuance of Certificate:

Certificate will not be issued if full payment has not been settled.

Request for Early Release of the Certificate/s

To expedite release of the Certificate/s an additional fee will be charged as follows:

1. Additional PHP60,000.00 - certificate shall be released within two (2) weeks after the last day of the audit and upon closure of all non-conformities in case there is an NC.

2. Additional PHP50,000.00 - certificate shall be released within one (1) month after the last day of the audit and upon closure of all non-conformities in case there is an NC.

Terms of Payment

1. The payment shall be processed within thirty (30) days upon submission of all documentary requirements, in compliance with the existing budgeting, accounting, and auditing rules and regulations.

2. Payment shall be done through the list of Due and Demandable Accounts Payable (LDDAP) scheme within thirty (30) working days from submission of the invoice and complete documentary requirements and supporting documents.

This quotation shall be binding for a period of 6 months from the date issued. Likewise, the client has to undergo an audit within six (6) months upon signing of the proposal/contract.

Before the actual audit, invoicing and payment shall be made in the following manner:

An invoice for the full-year amount shall be issued two (2) weeks before the scheduled audit.

Certification: Fifty percent (50%) of the total amount of the certification audit cost shall be paid one (1) week before the Stage 1 audit. The remaining 50% will be paid on or before the last day of the Stage 2 audit.

Surveillance / Re-Certification: Invoice will be separately issued each year. The total amount for each surveillance or re-certification will be paid on or before each audit.

Re-Audit: If a re-audit is necessary due to any major non-conformance(s), the client shall pay a corresponding amount for the re-audit of the conformity under evaluation until the compliance to the relevant standards assessed is achieved. Another proposal shall be submitted for the re-audit charges.

Please affix your signature if the terms and conditions described above and the attached T&C for certification is acceptable.

Prepared by:

Diane Guia
Sales & Marketing Associate

Approved by:

Jocelyn Magat
General Manager

TUV-NORD Systems GmbH
TÜV CERT Certification Body for QMS
Postfach 10 32 61, D 45032 Essen
Langemarckstraße 20, D 45141 Essen

Conforme:

ANTONIO A. MORALES
Underscretary

DEPARTMENT OF FOREIGN
AFFAIRS
Authorized Signatory

TÜV NORD Philippines, Inc.
Unit 603-609, Common Goal Tower
Finance cor, Industry Sts. MBP, Ayala Alabang
Muntinlupa City 1780
Land Line: (02) 8807-6317, 8807-8446, 8809-0509
Fax: (02) 8842-9256



Contract Agreement

Certification: A sampling-based audit on the applicable internal procedures and ISO standard requirements.

Registration and Issuance of the Certificate: Upon successful completion of the Certification Audit, TNP will recommend the company to the Certification Body for registration and issuance of the certificate. The certificate will be valid for three (3) years and will be issued by DAKKS/PAB accreditation.

Surveillance Audits: An audit carried out once every year based on the certification audit date to monitor the continuing implementation of the system. The client shall inform TÜV NORD Philippines, Inc. three (3) months before the scheduled Surveillance Audit for any changes within the organization such as additional scope, site, structure, number of employees, or any significant changes which will influence the audit mandays or the scope/validity of the certification.

Re-Certification: Before the certificate expires, a new contract has to be concluded for re-certification.

Re Audit: A re-audit is necessary if any of the Certification / Re-Certification / Surveillance audit results in finding a major non-conformity. The duration will depend on the severity of the non-conformances.

Note: TÜV NORD Philippines, Inc. reserves the right to change the number of mandays and subsequent cost if there are any revisions to the actual current total number of employees, number of sites covered, and scope of application on each audit.

This offer will form part of the contract when signed and cannot be amended without the mutual agreement of both parties. This contract is valid and will remain effective for three (3) consecutive years upon signing. A proposal will be given every year to confirm the audit mandays and corresponding fees based on current company data and shall be re-confirmed by the client through the signing of the proposal.

If the client decides to pre-terminate or cancel the service within the period specified, the client shall be charged the pre-termination fee amounting to 20% of the contract price of the remaining agreement. Also, if the client decides to pre-terminate or cancel the service without prior notice three (3) months before the requested or agreed date of the audit, the client shall be charged a late termination notice fee of USD 1,000 on top of the regular pre-termination fee. A formal letter should be sent to TÜV NORD Philippines, Inc. stating the reason for pre-termination or cancellation and the client shall return all the certification materials issued by TÜV NORD Philippines, Inc..

Other Conditions:

The client has to complete at least one internal audit and management review before the Certification, Re-certification, and Surveillance audit. The client is obliged to inform TÜV NORD Philippines, Inc. of all significant changes which occur after the issuance of the certificate immediately in writing. Subsequently, changes made to TÜV NORD Philippines, Inc.'s certification procedures with direct consequences on the client shall be communicated to the client. The client is free to voice their comments before the implementation of such changes. Also, the client shall inform TÜV NORD Philippines, Inc. of any consultancy services availed.

The composition of the audit team shall be made known to the client in advance through the audit plan. The client can forward complaints against services and reports provided by TÜV NORD Philippines, Inc. and can appeal against the decisions made. Such cases will be handled according to documented internal procedures, and the results of such investigation and arbitration will be made known to the client.

The validity of the certificate begins on the date when the certificate is issued. The client can only use the Test Mark in immediate association with the company name or logo. It cannot be used on products or product packaging. Upon termination or cancellation of the certificate, the client must return the issued valid ISO Certificate.

Contract Specifications:

This certification contract is only valid when signed by the client together with the required annexes as stipulated below.

The following annexes forms an integral part of the contract:

- signed / conforme to this contract
- signed Declaration for CAB TN CERT (CERT-020-VA04-MU01)
- signed Guidelines for the use of the Certification Logo
- General Conditions for Management System Certification by TÜV NORD CERT
- General Terms and Conditions of the TÜV NORD GROUP company

The original TÜV NORD CERT documents are legally binding.

Please affix your signature if the terms and conditions described above and the attached annexes are acceptable.

Prepared by:

Diane Guia
Sales & Marketing Associate

Approved by:

Jocelyn Magat
General Manager
TUV-NORD Systems GmbH
TUV CERT Certification Body for
QMS

Postfach 10 32 61, D-45032 Essen
Langemarckstraße 20, D-45131
Essen

Conforme:

ANTONIO A. MORALES
Undersecretary

DEPARTMENT OF
FOREIGN AFFAIRS

Authorized Signatory

TÜV NORD Philippines, Inc.
Unit 603-609, Common Goal Tower
Finance cor, Industry Sts. MBP, Ayala Alabang
Muntinlupa City 1780
Land Line: (02) 8807-6317, 8807-8446, 8809-0509
Fax: (02) 8842-9256



1. It is mutually understood that TÜV Nord is an individual contractor. There shall be no employer-employee relationship between the DFA and the TÜV Nord and between each of them and the respective officers, trustees/directors, managers, employees, agents and representatives of the other Party.
2. Neither Party nor any of its officers, trustees/directors, managers, employees, agents, and representatives shall be liable to the other Party or any of its officers, trustees/directors, managers, employees, agents and representatives for any loss, liability, damage or expense arising out of or in connection with the performance by the other Party of any services contemplated by this Contract, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct or negligence of such officer, trustee/director, manager, employee, agent, or representative of the former Party.
3. The Parties warrant that they have not assigned and will not assign to any third party, by operation of law or otherwise, any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Contract.
4. Any other contract or agreement entered into by TÜV Nord and a third party shall be exclusively between such parties, to the exclusion of the DFA. TÜV Nord warrants that it shall hold free and harmless the DFA from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the event.
5. Any information or document obtained in connection with the execution or implementation of this Contract shall not be disclosed to any person or entity without written consent of the DFA. The non-disclosure and confidentiality requirement in this provision shall continue even after the expiration or termination of this Contract.
6. In the event of any dispute or difference that may arise between the Parties herein in connection with this Contract, and signed Terms of Reference, or the interpretation and performance of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference. However, in case such dispute is not amicably settled, the Parties shall submit themselves to the exclusive venue of the appropriate court in Pasay City to the exclusion of any and all other courts and tribunals that may exercise concurrent or coordinate jurisdiction.
7. If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.
8. Both Parties shall comply in all material respects with all applicable Philippine laws and governmental rules, regulations, orders and decrees.
9. This Contract, including the signed Terms of Reference, encapsulates the full agreement between the Parties, and any subsequent alteration, modification or amendment of this Contract or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

TERMS OF REFERENCE

2022 DEPARTMENT OF FOREIGN AFFAIRS' ISO 9001:2015 RECERTIFICATION AUDIT

I. PURPOSE AND OBJECTIVES

The Department of Foreign Affairs (DFA) wishes to engage the services of a certification body to assess and audit the compliance of the consular services of the Office of Consular Affairs in Aseana, CO NCR Central, CO NCR East, CO NCR North, CO NCR Northeast, CO NCR South, CO NCR West, CO Dasmariñas, CO Lucena, and CO Pampanga; and Assistance-to-Nationals for External Clients in the Office of the Undersecretary for Migrant Workers Affairs; and all support offices in the DFA Main Office and OCA Aseana against the ISO 9001:2015 standard on 06-08 December 2022.

This terms of reference conveys the services and obligations required by the DFA from the certification.

II. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is **Four Hundred Thousand Pesos (PHP 400,000.00) only.**

The total contract price should be reflected in the Agreement, inclusive of all costs, applicable taxes and other lawful charges, and no more than the ABC, subject to the issuance of BAC Resolution and Notice of Award.

III. ELIGIBILITY REQUIREMENTS

The service provider must be the following:

1. Accredited with the Philippine Government Electronic Procurement Systems (PhilGEPS);
2. Accredited by the International Accreditation Forum (IAF) members;
3. Accredited for the ISO 9001 certification activities by the Philippine Accreditation Bureau (PAB) under the Department of Trade and Industry (DTI);
4. At least five (5) years of experience in the industry;
5. In order to avoid conflict of interest, certification bodies that have provided quality management system consulting services within the prior two (2) years to a particular group/unit within the DFA, shall not be contracted as a certification body for the agency. (*Note: Consulting refers to the provision of advice to Management on decision making in terms of quality management systems to a specific organization*); and
6. Provide services on a **send-bill arrangement.**

IV. DOCUMENTARY REQUIREMENTS FOR SUBMISSION TO THE DFA BY THE CERTIFICATION TEAM

1. PhilGEPS Certificate of Registration of Membership under the appropriate Category in accordance with current GPPB Resolutions and Republic Act No. 9184;



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

2. Certificate of membership/accreditation for the ISO 9001 certification activities from DTI-PAB;
3. The Certifying Body shall provide a company profile highlighting related projects, scope of work, and implementation methodology.
4. The curriculum vitae of the certification team members shall be submitted, with information on their official email address that will be used during the conduct of the audit at least a week prior to the audit.
5. Notarized statement of the Certifying Body Audit Team that it and/or its members have not provided quality management system consulting services within the prior two (2) years to a particular group/unit within the DFA.

V. SCOPE OF WORK

The Certifying Body shall audit the DFA based on the following parameters:

1. Number of employees: **988 personnel**
2. Actual scope and locations/sites:
 - a. Passport, Authentication, and Visa Application Services of the Office of Consular Affairs in Aseana, CO NCR Central, CO NCR East, CO NCR North, CO NCR Northeast, CO NCR South, CO NCR West, CO Dasmariñas, CO Lucena, and CO Pampanga;
 - b. Assistance-to-Nationals Services for External Clients in the Office of the Undersecretary for Migrant Workers Affairs (UMWA); and
 - c. All support services in the DFA Home Office and OCA-Aseana.

Please refer to Annex A for the breakdown

3. Clause 8.3 (Design and Development) is not applicable to the DFA due to the absence of design and development activities in its core processes, which are implemented in accordance with DFA's policies and internationally-recognized formats and is therefore not customized per client requirement.
4. The Certifying Body Audit Team shall satisfy the following requirements:
 - a. Consists of qualified auditors to conduct an audit in the name of the certification body. (*Note: The audit team may use external experts on the specified QMS process scope, as necessary, at no additional cost to the DFA. External experts shall be bound by the requirements in the TOR.*)
 - b. Has team members with actual experience and familiarity on the QMS process scope on frontline services.
 - c. Replacement of any team member of the assigned audit team shall require prior written approval from the DFA.

2330 Roxas Blvd., Pasay City, 1300 Philippines

Tel. No. 834-4000

www.dfa.gov.ph



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

- d. Has the technical requirements (e.g. stable internet connection, computer/laptop, etc.) to conduct remote audit, if applicable.
5. The Certifying Body Audit Team shall abide by the auditing principles, terminologies, and guidelines as specified in the ISO 9001:2015 - Quality Management System (QMS).
6. The Certifying Body is expected to deliver the following:
 - a. Prepare and submit the Audit Plan at least two (2) weeks prior to the scheduled audit;
 - b.
 - c. Submit a full Audit Report of the audit conducted consistent with the content of the approved Audit Plan and scope of work/deliverables to the DFA within one (1) week after the conduct of the audit, detailing the observations, opportunities for improvement (OFIs), and any nonconformities to ISO 9001:2015 standards, or on documented procedures and suggestions on how to address them within thirty (30) working days after the conduct of the audit;
 - d. In case of non-conformity (NC), provide an official audit findings report on the closure of the NC within thirty (30) days;
 - e. Submit a certification that the required outputs or deliverables covered by the payment have been completed by the service provider; and
 - f. Prepare and issue an ISO 9001:2015 certificate reflecting the certification of the following services:
 1. **Passport, Authentication, and Visa Application Services of the Office of Consular Affairs in Aseana, CO NCR Central, CO NCR East, CO NCR North, CO NCR Northeast, CO NCR South, CO NCR West, CO Dasmariñas, CO Lucena, and CO Pampanga;**
 2. **Assistance-to-Nationals Services for External Clients in the Office of the Undersecretary for Migrant Workers Affairs (UMWA); and**
 3. **All support services in the DFA Home Office and OCA-Aseana.**

VI. TERMS OF PAYMENT

The following terms shall be observed:

1. Payment shall be **processed within thirty (30) days upon submission of all documentary requirements**, in compliance with the existing budgeting, accounting, and auditing rules and regulations.
2. Payment shall be done through the List of Due and Demandable Accounts Payable (LDDAP) scheme within thirty (30) working days from submission of the invoice and complete documentary requirements, and supporting documents.

VII. CONFIDENTIALITY AND IMPARTIALITY CLAUSE



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

1. The Certifying Body shall value the importance of impartiality in the certification of the system and shall use all reasonable efforts to manage possible conflicts of interest and ensure the objectivity of the certification process.
2. The Certifying Body shall include in their audit activities a procedure for client appeals. If the resolution on good terms for disputes between DFA and the certification body cannot be made, the DFA shall be afforded the right to lodge appeals about the decisions of the audit team through the accreditation body. Any dispute not settled with the accreditation body or issues involving the implementation and interpretation of this Terms of Reference shall be settled with finality by submitting the same for arbitration which shall be conducted by an independent arbitrator to be appointed by the President of the Philippine Dispute Resolution Center, Inc. (PDRCI) in accordance with the latter's rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders, and judgments filed or rendered in pursuant thereto, shall be kept confidential, conducted in the English language, and governed by Philippine law. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. The Parties are not precluded from resorting to any other legal remedy available to them for provisional or interim measures or injunctive relief as may be necessary.
3. All information reviewed and recorded by the certification body and the assigned Certifying Body Audit Team shall be treated in the strictest confidence at all times. The Certifying Body shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the services, nor shall make public the findings/observations/recommendations formulated, in the course of or as a result of, the rendered services, without the prior written consent of the DFA.
4. The Certifying Body shall be bound to the confidentiality of data and information accessed during the course of the project implementation and shall be liable for any breach thereof under relevant Philippine and international law. This provision shall survive the Term of the Contract.

VIII. ENGAGEMENT FEE

The cost of the engagement shall be based on the agreed contract between the two parties, and must not exceed the ABC. The contract of fees shall incorporate all expenses required from the DFA, including travel expenses or transportation costs of auditors from their office to the DFA Main Office and other sites, and vice versa, if necessary.

The Certifying Body agrees to a send-bill arrangement. The payment process shall start following the receipt of DFA of relevant documents such as Provisional Receipt, Sales Invoice, and complete deliverables.

The DFA may refuse to make payments when the terms and conditions of the services are not satisfactorily performed by the certification body, subject to the evidentiary requirements and proper justification.



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

IX. REVIEW AND APPROVAL OF PROPOSAL

The DFA reserves the right to reject the proposal or audit plan of the Certifying Body where it:

1. Does not offer the required services as provided for in this Terms of Reference;
2. Is discovered to have suppressed, disclosed, or falsified information; or
3. Failed to satisfactorily perform/complete any contract previously awarded to it.

The DFA reserves the right to review other relevant information affecting the Certifying Body or the proposal before the approval of the contract. Should such review uncover any misrepresentation made in the proposal or audit plan documents, or any change in the situation of the Certifying Body which affects the substance of the proposals and audit plan, the DFA may disqualify the Certifying Body from obtaining the award.

X. CONTRACT PERIOD

The Contract Period or Term for the Services described in this Terms of Reference shall be from the date of the Notice to Proceed (NTP) issued by the DFA. The Certifying Body Audit Team shall initiate services within 15 calendar days after receipt of the NTP.

If the above terms and conditions are acceptable and in order, please affix your signature on the space provided below to signify your **acknowledgment, acceptance, and compliance**:

<u>TUV-NORD Philippines Inc.</u>	<u> DIANE GUIA</u>	<u>Oct. 19, 2022</u>
Company Name	Signature over Printed Name	Date



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

ANNEX A

2022 Department of Foreign Affairs' ISO 9001:2015 Recertification Audit
Schedule: 06 - 08 December 2022

AUDIT SCOPE AND BREAKDOWN OF MANPOWER

Sites:

- **Main Site/Site 1 (DFA Home Office):** 2330 Roxas Boulevard Pasay City, Metro Manila 1300, Philippines
- **Site 2 (Office of Consular Affairs):** Bradco Avenue corner Macapagal Boulevard, Aseana Business Park, Barangay Tambo, Parañaque City, Metro Manila 1714, Philippines
- **Site 3 (CO NCR West):** 5/F SM City Manila, Natividad Almeda-Lopez St. cor. San Marcelino St., Ermita 1000 Manila City Philippines
- **Site 4 (CO NCR East):** 7th floor, SM Megamall Building C, EDSA corner Doña Julia Vargas Avenue, Ortigas Center, 1550 Mandaluyong City Philippines
- **Site 5 (CO NCR Northeast):** Level 2 Ali Mall Government Center, Araneta Center, Cubao 0810 Quezon City Philippines
- **Site 6 (CO NCR Central):** 1st floor, Lingkod Pinoy Center Robinsons Galleria, West Lane Edsa cor. Ortigas Avenue, 1110 Quezon City Philippines
- **Site 7 (CO NCR North):** 3F Lingkod Pinoy Center Bldg. B, Robinsons Novaliches, Quirino Highway, Brgy. Pasong Putik 1118 Quezon City Philippines
- **Site 8 (CO NCR South):** 4th Floor Metro Alabang Town Center, Alabang Zapote Road 1780 Muntinlupa City Philippines
- **Site 9 (CO Dasmariñas):** 2F, SM City Dasmariñas, Governor's Drive, Sampaloc I, Dasmariñas City, Cavite 4114
- **Site 10 (CO Lucena):** 3F Pacific Mall Lucena, M.L. Tagarao Street, Barangay III, Lucena City
- **Site 11 (CO Pampanga):** 2F Robinsons Starmills, Lingkod Pinoy Center, San Fernando City, Pampanga

Core Services			
Office	Site	Processes	No. of DFA Personnel
Office of Consular Affairs (OCA) <ul style="list-style-type: none">● Passport Division● Diplomatic & Official	2	Passport and Authentication, and Visa Application Services	264



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

Passport Section <ul style="list-style-type: none"> • Authentication Division • Courtesy Lane • Visa Division • Financial and Administrative Division • Consular Offices Coordinating Division 			
Office of the Undersecretary for Migrant Workers Affairs (UMWA)/ Office of Migrant Workers Affairs (OMWA)	1	Assistance-to-Nationals Services for External Clients	47
CO NCR Central	3	Passport Service	12
CO NCR East	4	Passport and Authentication Services	15
CO NCR North	5	Passport Service	22
CO NCR Northeast	6	Passport and Authentication Services	16
CO NCR South	7	Passport and Authentication Services	18
CO NCR West	8	Passport and Authentication Services	16
CO Dasmariñas	9	Passport Service	19
CO Lucena	10	Passport Service	21
CO Pampanga	11	Authentication Service	23



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

Support		
Office	Site	No. of Personnel
Human Resources Management Office (HRMO)	1	104
Office of the Financial Management Services (OFMS)	1	117
Office of the Assets Management and Support Services (OAMSS)	1	107
Office of Policy Planning and Coordination (OPPC)	1	18
Office of Public and Cultural Diplomacy (OPCD)	1	29
Office of Treaties and Legal Affairs (OTLA)	1	31
Intelligence and Security (ISU)	1	12
Internal Audit Service (IAS)	1	18
OCA - Finance and Administrative Division	2	<i>Already included in the total number of personnel in OCA</i>
OCA - Consular Offices Coordinating Division (COCD)	2	
OCA - Civil Registry Division	2	

Top Management		
Office	Site	No. of Personnel
Office of the Secretary (OSEC)	1	32
Undersecretary for Administration (UA)	1	30



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

Undersecretary for Civilian Security and Consular Affairs (UCSCA)	1	17
Undersecretary for Migrant Workers Affairs (UMWA)	1	<i>Already included in the total number of personnel in UMWA/OMWA</i>
Office of Consular Affairs (OCA) Assistant Secretary and Executive Director	2	<i>Already included in the total number of personnel in OCA</i>

Legend: (Per DBM Classifications)

- Operations (O)
- General Administrative and Support Services (GASS)
- Support to Operations (STO)

Total : **988 DFA Personnel**



Declaration

by

DEPARTMENT OF FOREIGN AFFAIRS

Main Site: 2330 ROXAS BOULEVARD 1300 PASAY CITY PHILIPPINES

Site 1: BRADCO AVE. COR. MACAPAGAL BLVD., ASEANA BUSINESS PARK, BRGY.TAMBO 1714 PARAÑAQUE CITY PHILIPPINES

Site 2: 1ST FLOOR, LINGKOD PINOY CENTER ROBINSONS GALLERIA, WEST LANE ESDA COR. ORTIGAS AVENUE 1110 PASIG CITY PHILIPPINES

Site 3: 7TH FLOOR, SM MEGAMALL BUILDING C, EDSA CORNER DOÑA JULIA VARGAS AVENUE, ORTIGAS CENTER 1555 MANDALUYONG CITY

Site 4: 3F LINGKOD PINOY CENTER BLDG. B, ROBINSONS NOVALICHES, QUIRINO HIGHWAY, BRGY. PASONG PUTIK 1118 QUEZON CITY

Site 5: LEVEL 2 ALI MALL GOVERNMENT CENTER, ARANETA CENTER, CUBAO 0810 QUEZON CITY PHILIPPINES

Site 6: 4TH FLOOR METRO ALABANG TOWN CENTER, ALABANG ZAPOTE ROAD 1780 MUNTINLUPA CITY PHILIPPINES

Site 7: 5/F CITY MANILA, NATIVIDAD ALMEDA-LOPEZ ST. COR. A. VILLEGAS AND SAN MARCELINO ST., ERMITA 1000 MANILA CITY PHILIPPINES

Site 8: 2F SM CITY DAMARIÑAS GOVERNOR'S DRIVE SAMPALOC I 4114 DAMARIÑAS CAVITE PHILIPPINES

Site 9: 3F PACIFIC MALL LUCENA M.L. TAGARO STREET BARANGAY III 4301 LUCENA

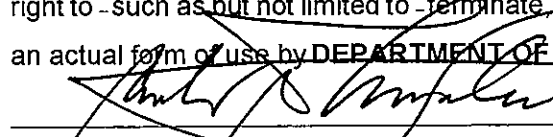
Site 10: 2F ROBINSONS STARMILLS LINGKOD PINOY CENTER 2009 SAN FERNANDO PAMPANGA Ding L2, Lot 30B Phase1-B, First Philippine Industrial Park, Brgy. Ulango, Tanauan, Batangas 4232 Philippines

to

Germany

DEPARTMENT OF FOREIGN AFFAIRS and TÜV NORD Philippines Inc. have entered into an agreement regarding certification against (ISO 9001:2015)Re- Certification Audit requirements based on the proposal dated 20.10.2022. TÜV NORD CERT GmbH, as the competent Conformity Assessment Body within TÜV NORD GROUP, needs to have the right of direct surveillance of the certification process and procedure, conformity statements (such as but not limited to certificates, marks of conformity, testing or inspection reports, etc.) For the avoidance of doubt TÜV NORD CERT GmbH shall bear no liability vis-à-vis the DEPARTMENT OF FOREIGN AFFAIRS. Correspondingly, DEPARTMENT OF FOREIGN AFFAIRS declares:

DEPARTMENT OF FOREIGN AFFAIRS herewith declares and confirms unconditionally and irrevocably to grant TÜV NORD CERT GmbH the right of surveillance of the certification process and procedure, conformity statements (such as but not limited to certificates, marks of conformity, testing or inspection reports, etc.) in accordance with applicable accreditation rules and regulations as well as in accordance with the TÜV NORD CERT GmbH General Conditions for Certification of Management Systems (see www.tuev-nord-cert.com - Download). Thus, TÜV NORD CERT GmbH has inter alia the right to - such as but not limited to - terminate, withdraw, suspend the conformity statement or to prohibit an actual form of use by DEPARTMENT OF FOREIGN AFFAIRS.

 16 NOV 2022

(place, date) (company stamp and/or legally-binding signature)

GUIDELINES FOR USE OF CERTIFICATION LOGO



General Rules for Use of the Mark

1.1 Name and registered Office of the Mark Holder

TÜV NORD is the holder of the registered trade mark, which can be used in the form shown in this document.

1.2 Mark Users

The Mark users are the holders of valid TÜV NORD certificates, the holders of TÜV NORD certificates being those companies whose management system has been certified by TUV Nord.

1.3 Granting Entitlement to use the Mark

TUV NORD permits the Mark user to use this Mark in accordance with the provisions of the contract under section 14 on the issuance of a TÜV NORD certificate plus the related documents and, in particular, these specifications.

The TÜV NORD Mark may only be used by the Client and only in direct connection with the company's name or company mark of the Client such that one could conclude that the products themselves have been certified by TÜV NORD. It may not be affixed to the Applicant's products or used in relation to Client's products and / or processes. The Mark user is responsible to TÜV NORD for use of the Mark, and especially within the framework of advertising.

		On Product ¹	On larger boxes, etc. used for transportation of products ²	In pamphlets, etc. for advertisement
Use of Marks ³	WITHOUT a statement	NOT ALLOWED	NOT ALLOWED	ALLOWED ⁵
	WITH a statement ⁴	NOT ALLOWED	ALLOWED ⁵	ALLOWED ⁵

1. This could be a tangible product itself or product in an individual package, container etc.
2. This could be over-packaging made of cardboard etc. that can be reasonably considered as not reaching end users.
3. This applies to marks that have a specific form including some basic description of its applicability. A statement in words alone does not constitute a mark in this sense. Any such wording should be true and not mislead.
4. This could be a clear statement that "(this product was) manufactured in a plant whose management system is certified as being in conformity with (standard)".
5. The mark may then only be used as specified here.

The Client shall endeavor to ensure that the TÜV NORD Mark is only used in competition in such a way that an assertion concerning the Client's facility is made which is in accordance with the certification. The Client shall also ensure that, in the context of competition, the impression is not given that certification by the Certification Body is an official inspection.

Use of the Mark shall be restricted to the holder of the permission to do so and may not be transferred by the Client to third parties or successors without the express permission of TÜV NORD. If such a transfer is required, an application shall be submitted. If necessary, a new audit must be conducted.

1.4 Form

The TÜV NORD Mark may only be used in the forms shown in this document. The Mark must be easily legible and clearly visible. Whenever necessary, the Client is obliged to submit designs for approval by the Certification Body before using the TÜV NORD Mark on business letters, advertising materials etc.

1.5 Reference to the Area covered by the Certification

GUIDELINES FOR USE OF CERTIFICATION LOGO



Use of the Mark is restricted to the scope of the certification for the company as given in the certification document; it may only be used for business purposes and only on documents intended for business correspondence and within the context of advertising.

The Client shall not be entitled to make any changes to the certificates. The certificates may not be used in a misleading way for advertising purposes.

Permission to use the TÜV NORD Mark shall apply exclusively for the certified facility of the client's company. It is not allowed to use the Mark for any other facility of the Applicant.

1.6 Validity and rights of use of the test mark and the certificate

The validity of the certificate begins with the date when the certificate is issued. The term of the certificate depends on the particular standard on which the audit is based, but may not exceed a maximum of 3 years. This assumes, that based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit.

The client must ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client which corresponds to the certification is made. The client also has to make sure that, within the framework of General Conditions for the Certification of Management Systems.

Approval for use of the test mark only applies for the area of the client's company which has been certified. Use of the test mark for activities which lie outside the scope of the certificate is not permitted.

The test mark may only be used in the form which is provided by TÜV NORD. The mark must be easy to read and clearly visible. The client is not authorized to change the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.

The test mark may only be used by the client and only in immediate association with the company name or the company logo of the client. It may not be used on products or product packaging, as it could then be interpreted as confirming product conformity.

It is not permitted to make use of the test mark on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this connection.

The client must ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client which corresponds to the certification is made. The client also has to make sure that, within the framework of General Conditions for the Certification of Management Systems.

If a claim is made against the certification body according to the principles of product liability based on use of the test mark and/or certificate by the client which infringes the conditions of the contract, the client has the duty to hold the certification body harmless and to release the certification body with regard to all claims of third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behavior on the part of the client.

The client receives the non-transferable, non-exclusive right, limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above.

Use of the test mark and the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the test mark and the certificate, a corresponding application has to be submitted. A new audit must be performed if necessary. The test mark to be used in the individual case depends on the certificate which is issued.

1.7 Withdrawal of the Certification

GUIDELINES FOR USE OF CERTIFICATION LOGO



If the certification is withdrawn under the certification rules of TÜV NORD, the Mark user shall lose entitlement to use the Mark. In such a case the Mark user may use existing documents, media etc. bearing the Mark for one month at most as from the legal effectiveness of the cancellation of the certification.

1.8 Loss of Entitlement to use the Mark for other Reasons

Entitlement to use the Mark shall expire both on expiration of the validity of the certification and if there is any willful or grossly negligent violation of the provisions of these specifications. If entitlement to use the Mark expires, the Mark user may continue to use existing documents, media etc. bearing the Mark for one month at most as from the date of the expiration.

1.9 Claims and Liability

Should a claim be lodged against the Certification Body under the principles of product liability on account of use of the TÜV NORD Mark by the Client in violation of the contract, the Applicant shall be obliged to indemnify the Certification Body against all claims by third parties.

The same shall apply for cases where the Certification Body has claims lodged against it by third parties on account of advertising assertions made by the Client, provided always that TÜV NORD informs and keeps the Client duly informed of such claims, as to enable the Client the opportunity to properly defend the claim.

Sample of Certification Marks (Annex 1)

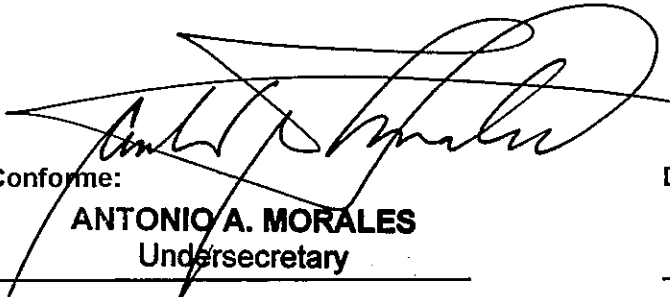
Remarks:

TUV NORD Recognition Mark can be printed in any single color with the same proportional size.

Or

Color: Dark Blue, Pantone 294

Indicate the Certificate No. at the bottom of the logo


Conforme:
ANTONIO A. MORALES
Undersecretary

Date Signed:

16 NOV 2022

COMPANY / Authorized Signatory

General Conditions for the Certification of Management Systems



1. Tasks of the certification body and the client

1.1 Tasks of the certification body

- The TÜV NORD CERT Certification Body (hereinafter referred to as "certification body") undertakes to treat confidentially all the information regarding the client's company to which it has been granted access in accordance with the agreed confidentiality rules and to use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the certification body, and also detailed reporting and rendering of information to the arbitration body in cases of conflict are excluded from this obligation. The certification body implements certification and surveillance according to the rules of TÜV NORD CERT. The requirements of the standard or quality standard referred to in the offer, and those of the national legislation on which the accreditation / designation of the certification body / notified body is based, form the basis of the certification.
- The certification body shall perform the certification and surveillance based on the respective procedure and the regulations/standards and shall issue a certificate if the result is positive.
- The certification body keeps and publishes a list of the certified companies, also stating the scope of the certification on request.
- Complaints of third parties regarding management systems of clients who have been certified by the certification body are recorded in writing, checked and then dealt with.

The certification body records complaints and claims of the client with regard to the certification procedure in writing, checks the facts of the case and investigates the complaints / claims. If no agreement is reached between the client and the certification body, the complaints / objection procedure published on the Internet of TÜV NORD CERT (www.tuev-nord-cert.com) is used.

1.2 Tasks of the client

- At least four weeks before performance of the on-site audit (certification, surveillance or recertification audit) the client provides the necessary documents to the audit team leader, such as management system documentation, records regarding internal audits that have been performed and the management review documentation.

The client performs a complete internal audit before the certification audit, which covers

General Conditions for the Certification of Management Systems



all the management system requirements of the relevant standard and the processes and sites relevant for the scope of the certificate. A management review is also carried out.

- The client creates a “risk-based” internal audit programme for the 3-year certification cycle, which covers all the management system requirements, taking the size of the organisation, the scope and the complexity of the management system, the products and processes and the relevant sites into consideration. The audit programme shall be evaluated at least annually with regard to its suitability and effectiveness.
- In the case of multisite certifications, all the sites included in the certification must be covered by the internal audit programme of the organisation. Each site must be audited at least once in the 3-year certification cycle. The headquarters (central office) must be audited each year.
- The client performs annual management reviews within the 3-year certification cycle.
- The client allows the audit team access to the relevant organisation units of the company and allows records that are relevant for the operation of the management system to be viewed.
- He names a contact person from the company management who is responsible for the execution of the audit. This is in general the representative who has been appointed for the respective management system.
- The client is obliged to inform the certification body immediately in writing of all important changes which occur after issue of certificates or extensions or additions to certificates (this affects for example changes regarding to the legal and organisational form of the company, the economic or ownership situation of the company, the organisation and the management [such as key members of staff in management positions, decisionmakers or specialist or high-level technical personnel etc.], the contact address and the sites, the scope of the certified management system as well as important changes to the management system and the processes).
- The client has the obligation to inform the certification body immediately of any serious incidents (e.g. recalls, accidents at work, hazardous incidents, process upsets). From its side, the certification body will take corresponding steps to assess the situation and its impact on the certification and will undertake corresponding actions.

General Conditions for the Certification of Management Systems



system and its effectiveness, along with corrective actions and their results, and to document these to the auditor in the audit.

- The client has the obligation, dependent on the seriousness of the nonconformity, to inform the audit team within the time limit set by the certification body, either of the corrective actions that have been determined and their target completion dates, or of the implementation of the corrective actions.
- In order to avoid situations of conflict between the certification body and a possible advisory or consultancy organisation, the client shall inform the certification body of advisory or consultancy services that have been used in the area of management systems before or after conclusion of the contract. This also includes organisations, which have carried out "in-house training" or internal management system audits.
- Within the framework of maintenance of the accreditation, notification, appointment, approval etc. the client declares that he agrees to assessors from accreditation organisations to attend audits possibly taking place within his organisation, e.g. for a witness audit (participation of the accreditation body in a (re-)certification/surveillance audit) and that the accreditation organisation may have access to and view the files.
- The client has the right to decline auditors nominated by the certification body. If no agreement can be reached following 3 proposals, the contract may be dissolved by the certification body.
- In the case of a **Certification of Multiple Sites Based on Sampling**, the client has the obligation to fulfil all the conditions relating to multisite certification and to report any non-fulfilment to the certification body immediately. In detail, these conditions are as follows:
 - Establishment, creation and maintenance of a management system that applies equally to all sites/production facilities/branches. This also applies to the basic documented procedures.
 - Monitoring of the entire system by the headquarters (central office). The central office has the authority to issue instructions to all sites/production facilities/branches.
 - Specified arrangements that certain areas and departments work for all areas and departments within the sites, e.g. product and procedure development, purchasing, human resources etc.

Performance of internal audits before the certification audit in all sites/production

General Conditions for the Certification of Management Systems



facilities/branches.

- Signing of an agreement between the client and certification body, which is legally enforceable at all sites/production facilities/branches of the organisation.
- It can be necessary to perform additionally short-notice or unannounced audits, e.g. in order to investigate complaints, as a consequence of changes or as follow-up for suspended certificates. In such cases
 - the certification body specifies the conditions under which these short-notice audit visits are to take place,
 - it is not possible to object to members of the audit team for short-notice audits.
 - Costs resulting from the additional audit will be charged to the client.

1.3 Arrangements regarding occupational health and safety

1.3.1 Arrangements to be undertaken by the client

- In due time before performance of the contractual services, the client shall provide information regarding risks, hazards and stress, which could originate from the working environment in the client's factory or at the client's premises. This information shall include information regarding hazardous substances in test pieces. The client shall provide information concerning whether and if appropriate, to what extent, risk and hazard assessments are required for the activities that have been ordered. Legal requirements apply.
- The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.
- The client shall ensure that employees of the certification body only perform work when accompanied by an employee of the client.
- The client shall provide the employees of the certification body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.
- The client shall supply any necessary personal protective equipment which may be

General Conditions for the Certification of Management Systems



shoes, ear and eye protection – e.g. ear defenders, safety spectacles/goggles) free of charge.

1.3.2 Certification Body

- The employees of the certification body may only undertake work if the circumstances and the working environment are safe. The employee is entitled to refuse to perform the work in the presence of unacceptable hazards / risks / stresses.

1.4 Additional requirements for certification of energy management systems according to DIN EN ISO 50001

1.4.1 Evidence of continual energy performance improvement

- For issue of initial certificate, evidence of improvement of energy performance shall be provided in advance by the client organisation.
- In order to maintain the certificate, the organisation shall provide evidence of continual improvement of the energy performance at each recertification audit (every 3 years).

1.4.2 Energy audits acc. to DIN EN 16247-1 (or ISO 50002 respectively)

- If the certification body conducts an energy audit according to DIN EN 16247-1 (or ISO 50002 respectively) in a company it cannot conduct certification audits according (DIN EN) ISO 50001 and (DIN EN) ISO 14001 in the same company. "Company" in this context means the smallest legal entity (e.g. Ltd.). Other companies in a group of companies are not affected by this regulation, as well as companies after a name change.

General Conditions for the Certification of Management Systems



2. Validity and rights of use of the test mark and the certificate

- The validity of the certificate begins with the date when the certificate is issued and ends as mentioned on the certificate. The term of the certificate depends on the particular standard on which the audit is based, but may not exceed a maximum of 3 years. This assumes that, based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards (e.g. yearly, half-yearly) with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit. The certificate extension VDA 6.X is only valid in conjunction with the valid issued certificate according to ISO 9001. The same prerequisites apply for the use of the test mark.
- The scope of the certification is listed in German or in English language. A translation into other languages is provided in good faith. In case of doubt or objection, only the German or the English version of the certificate is binding.
- Approval for use of the test mark only applies for the area of the client's company which has been certified. Use of the test mark for activities which lie outside the scope of the certification is not permitted.
- The test mark may only be used in the form that is provided by the certification body. The mark must be easy to read and clearly visible. The client is not authorised to make changes to the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.
- The test mark may only be used by the client and only in immediate association with the company name or the company logo of the client. It may not be used on products or product packaging, nor be used in relation to products and/or procedures of the client, that could be interpreted as confirming product conformity.
- It is not permitted to make use of the test mark on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this connection.
- The client must ensure that the test mark and the certificate are only used in

General Conditions for the Certification of Management Systems



which corresponds to the certification, is made. The client also has to make sure that, within the framework of competition, the impression is not created that certification by the certification body is equivalent to a governmental or official inspection.

- If a claim is made against the certification body according to the principles of product liability based on use of the test mark and/or certificate by the client which infringes the conditions of the contract, the client has the duty to hold the certification body harmless and to release the certification body with regard to all claims of third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behaviour on the part of the client.
- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above.
- Use of the test mark and the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the test mark and the certificate, a corresponding application has to be submitted. A new audit must be performed if necessary.
- The test mark to be used in the individual case depends on the certificate that is issued.

General Conditions for the Certification of Management Systems



3. Ending of rights of use

3.1 The right of the client to use the test mark and to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to the certification body,
- the test mark and/or the certificate are used in a such a way as to infringe the provisions of Item 2,
- the results of the surveillance audits no longer justify maintenance of the certificate,
- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,
- surveillance audits cannot be performed within the specified periods for reasons which fall under the responsibility of the client,
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- disputes arise in relation to the test mark in connection with competition law or intellectual property rights.

The certification body is entitled to suspend or terminate a certificate, and thereby the entitlement to use the test mark, if the certification body subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.

The certification body reserves the right to make final decisions in relation to the certification, issue, refusal or maintenance of the certification, extension or restriction/limitation of the scope of the certification, renewal, suspension or reinstatement following suspension, or withdrawal of the certification.

In addition, the certification body and the client have the right to terminate the contractual relationship with immediate effect, if use of the test mark is prohibited to the client in a manner which is legally binding. The same applies for the certificate.

General Conditions for the Certification of Management Systems



- 3.2 The certification body has the right to instigate a decertification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate to be invalid. If, by at the latest 6 months following a suspension, the client is able to prove that a situation corresponding to the requirements for certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.
- 3.3 The client must immediately return all certificates to the certification body when the rights of use have terminated or expired. The client fulfils his obligations by sending all certificates to the certification body. Existing copies are to be withdrawn and destroyed by the client and advertising activities with the certificates is to be terminated.
- 3.4 The General Conditions for the Certification of Management Systems apply correspondingly for extensions or additions to certificates.

General Terms and Conditions of TUV NORD GROUP

1. Definitions

The following terms used in these General Terms and Conditions have the following meaning:
"Contractor" is the company of the TUV NORD GROUP, in which name this Agreement is being signed.
"Entrepreneur" is the customer commissioning the Contractor.
"Contractor" is any contract partner practicing its commercial or independent professional activity upon conclusion of the Agreement.
"Consumer" is any contract partner that concludes the Agreement for a purpose that is predominantly neither part of its commercial nor independent professional activity.

II. Validity of these Conditions

1. Except as provided otherwise in individual cases, Agreements with the Contractor are concluded exclusively pursuant to the following provisions. The Contractor does not accept any of the Principal's conflicting regulations or conditions to the contract unless it expressly consented to such in writing. The Contractor's following conditions apply even if the Contractor provides its service without reservations while knowing of the Principal's contradicting or conflicting conditions.
2. These General Terms and Conditions apply to all of the Contractor's services (to include but not limited to expert opinions, inspection and consulting services) and all responsibilities resulting from the contractual obligation with the Principal. These conditions also apply to all future business relations vis-à-vis companies and corporate bodies governed by public law.

III. Conclusion of the Contract

1. An Agreement is deemed to be concluded with the Contractor only after the Principal accepts an offer by the Contractor without reservations or if the Principal receives a written order confirmation from the Contractor or if the Contractor commences the provision of the service. If the Contractor issues a written order confirmation, such order confirmation is decisive in terms of content and scope of the Agreement unless expressly negotiated otherwise.
2. Any and all arrangements between the Principal and Contractor regarding the performance of the Agreement are fully set forth in writing in this Agreement including those General Terms and Conditions. There are no verbal supplements.

IV. Performance of the Agreement and Principal's Obligation to Participate

1. If objects of the Principal must be accessed for the contractual performance of the service owed by the Contractor, the Contractor shall not be liable for compensation for damage to or destruction of these objects resulting from the contractual performance.
2. If the Contractor's own equipment is damaged, destroyed or lost as a consequence or at the occasion of proper performance of the Contractor's service and through no fault of the Contractor, the Contractor is authorized to request reimbursement from the Principal.
3. Transportation and possible return of the Principal's objects is at its own cost and risk; however, return is performed only upon the Principal's express request. During storage, the Contractor's liability is limited to the same due diligence as for its own affairs.
4. The Principal is obligated to fully disclose all information relevant for the Contractor's proper performance of its service. The Contractor is however not obligated to review the accuracy and completeness of data, information, or other services provided by the Principal, insofar as there is no cause for this in consideration of the respective circumstances of each individual case, unless expressly stated within the order. The Contractor does not accept any warranties for the accuracy of safety rules, information and programs upon which its inspections and expert opinions are based, unless such regulations, instructions, or programs originate with him or are the object of the inspection order. If the Contractor is commissioned with inspecting the technical safety of an object, it does not accept any warranties for the object's freedom from other faults, unless this is expressly stated in the order.
5. Insofar as the Principal's participation is required for the Contractor's performance of services, the Principal must provide such in a timely manner and at its own costs; expenses will be reimbursed only if this has been negotiated expressly in text form. To the extent that the Principal does not fulfil its obligations to participate, does not do so properly or in a timely manner, and if acceptance is therefore delayed, the Contractor is authorized to charge any additional expenses thus incurred. The Contractor's further legal claims are expressly not affected.
6. The Contractor is authorized to have the services owed under this Agreement performed by a carefully selected and suitable subcontractor.
7. If the Contractor is active outside of its premises, the Principal shall be responsible for any measures required in order to fulfill duties of care to safeguard public, unless such is not required based on the nature of the activity or based on an agreement with the Principal. The Contractor is authorized to reduce performance of the service for as long as required measures are not taken. The Principal will inform the Contractor in writing, in a timely manner, of all safety and accident prevention regulations applicable at the location.
8. If the Agreement includes services pertaining to the Principal's EDI system, the Principal is obligated to back up data and programs at regular intervals that are adequate for the application, at least once a day, in machine-readable form, to ensure that these can be recovered with reasonable effort. The Contractor is responsible for recovery of data only if and insofar as the Principal has ensured that such data can be reconstructed from other data material with reasonable effort.

V. Deadlines and Schedules

1. If a binding deadline for the provision of services is not agreed, the Contractor defaults only if the Principal has first given an adequate deadline in text form to provide the service owed and such deadline has expired unsuccessfully. Deadlines commence only as of the complete provision of any and all obligations to participate owed by the Principal, and, insofar as a down payment has been negotiated, as of the receipt of such. Deadlines are extended accordingly due to the Principal's retroactive change requests or delayed participation.

2. If the service owed by the Contractor is delayed due to unforeseeable circumstances and through circumstances for which the Contractor is not at fault (e.g. strike, legitimate lockout, disruption of operation, transportation disruption, shortage of resources, official measures - also at the Contractor's supplier), the Contractor is authorized to defer the service for the duration of the delay. In the event that the delay lasts more than six weeks, the Contractor is authorized to withdraw from the Agreement. The Contractor will immediately inform the Principal of the non-availability of the service or partial service, and in the event of a withdrawal from the Agreement will immediately reimburse any services in return already provided for such. Claims for damages are excluded.

3. If the Principal defaults on acceptance or if it violates other obligations to participate, the Contractor is authorized to request reimbursement of any additional expenses possibly incurred due to such default or violation. This does not affect any further legal claims for damages. If the Contractor obtains on the provision of services due to slight negligence, its liability for damage arising from delimitation (compensation in addition to services) is limited to 5% of the contract price. Claims for damages in lieu of performance are subject to Sec. X...

VI. Acceptance

1. The Principal is obligated to accept the Contractor's services. The Principal is not entitled to refuse acceptance for insignificant defects that do not have a material effect on the fitness of the service pursuant to the contractual purpose, regardless of its right to assert statutory warranty claims. In case of self-contained partial services, the Contractor is also authorized to request partial acceptance.
2. If the Principal refuses acceptance in violation of No. 1. of this section, acceptance is nonetheless deemed to be made.
3. The Principal is obligated to accept the Contractor's services within 14 days after receipt unless such services show material defects that give cause to a refusal of acceptance. If the Principal does not accept the services within the fixed grace period even though it is obligated to do so, the service is deemed to be accepted. If the Principal is a Consumer, the Contractor upon completion of the service is obligated to expressly inform the Principal of the consequences of such expiration of the grace period.
4. If the Principal claims a retention right due to defects, the Contractor shall review its service. If the Principal's retention is proven to be unjustified, the Principal shall bear all incurred additional costs unless it has acted merely with slight negligence or is not at fault.

VII. Prices and Payments

1. The price stated by the Contractor or otherwise the price commonly charged by the Contractor for the respective service is decisive, plus statutory value-added tax insofar as such is applicable. In case of transitional services, any possibly applicable taxes, fees, customs fees, and other charges (if any) incurred for the transitional service shall be borne by the Principal.
2. If, within the scope of contracts for the performance of a continuing obligation and long-term contracts, the Contractor's prime costs increase and such increase is not within the Contractor's own scope of responsibility, the Contractor is authorized to an appropriate price increase commensurate with the increase of its prime costs; if the Principal does not consent to such price increase it is authorized to terminate the Agreement within four weeks after receipt of such notification of a price increase; otherwise, the increase is deemed to be mutually agreed upon. A right to a price increase pursuant to this provision does not exist if the Principal is a Consumer.
3. The Principal shall pay the remuneration owed without any cash discounts, fees of charge to the Contractor, and within two weeks after receipt of the invoice, to the bank account stated by the Contractor. Credit only at the Contractor's account is decisive for the timeliness of the payment. The Contractor reserves the right to request appropriate installment payments and appropriate advance payments.
4. If the Agreement is based on a cost estimate, and if it turns out that the costs will be significantly higher than the amount estimated vis-à-vis the Principal, then the Contractor will inform the Principal of such in text form. In this case the Principal is authorized to terminate the Agreement in writing within two weeks after receipt of such notification. In the event of a termination, the Contractor is authorized to request partial remuneration commensurate with the services already provided. Furthermore, the Contractor is authorized to request compensation for any expenses not included in the remuneration but incurred due to the provision of services.
5. If the Principal owes interest and expenses in addition to a possibly existing principal claim, any payment by the Principal that does not fully reduce the total sum will first be credited against expenses, secondly against interest, and lastly against the principal claim.
6. The Principal is entitled to offset and retention rights only if its counterclaims are legally ascertained, undisputed, or acknowledged in writing by the Contractor. This limitation does not apply to the Principal's claims for defects arising from the same contractual relation as the Contractor's payment claim. If the contract partner is a Consumer, then in contrast to clause 1, such contract partner is on principle entitled to unlimited retention rights for claims arising from the same contractual relation.
7. If, after conclusion of the Agreement, it becomes clear that the Contractor's claims vis-à-vis the Principal are at risk due to the Principal's lack of ability to perform, the Contractor is authorized to perform outstanding services only against advance payment or provision of a security as well as settlement of possibly still outstanding receivables for partial services already provided and arising from the Agreement, and - after unsuccessful expiration of a grace period - is authorized to withdraw from the Agreement; No. 4 clause 3 of this provision applies accordingly.
8. In case of payment default, the Principal owes default interest in the amount of 9 percentage points above the base interest rate if the Principal is an Entrepreneur; in the amount of 5 percentage points above the base interest rate if the Principal is a Consumer. The Contractor is entitled to assert further claims; if it can prove higher damage to the Principal, the Contractor is furthermore entitled to charge a flat rate of € 40.00 if the Principal is an Entrepreneur. This shall also apply if the payment default relates to any kind of an installment. In case the Contractor may claim further compensation for damage, the flat rate has to be reduced against such claims. If the Principal is a Consumer the Contractor is entitled to charge a flat rate of € 5.00 per reminder. The Principal is obligated to provide evidence that the Contractor did not incur any damage or incurred significantly lower damage.

VIII. Claims for Defects

1. In the event of defective service by the Contractor, the Principal shall grant the Contractor opportunity to supplement performance, at least three, within appropriate grace periods, unless this is unreasonable in each individual case, or unless special circumstances justify the Principal's immediate withdrawal in consideration of mutual interests. The Contractor may rectify the defect at its own choice or provide the service once more without defect. If supplementary performance is unsuccessful, the Principal is authorized to reduce remuneration or to withdraw from the Agreement. Claims for compensation for damage exist only pursuant to Sec. X. No claims for compensation for damage and withdrawal exist if the deviation from the contractual condition is insignificant.
2. The Principal shall inform the Contractor immediately - no later than two weeks after acceptance - in text form of any obvious defects. The Principal shall inform the Contractor of any hidden defects in writing no later than two weeks after discovery of such. Otherwise the assertion of warranty claims is excluded. This does not apply if the Principal is a Consumer.

IX. Withdrawal

The Principal's right to withdraw is valid only if the Contractor is responsible for the violation of duties based upon which withdrawal is declared. The withdrawal must be declared in writing by registered letter. If the Principal is a Consumer, a declaration of withdrawal in text form suffices.

X. Liability

1. The Contractor's liability is based on the statutory provisions for compensation for damage if the Principal asserts claims for damages based on intent or gross negligence, to include intent or gross negligence of the Contractor's representatives or vicarious agents, or if the Contractor culpably violates a material contractual obligation. Material contractual obligations are obligations which enable the proper performance of the Agreement in the first place and on the performance of which the contract partner usually relies and is expected to rely.
2. Insofar as the Contractor cannot be accused of intentional violation of a contractual obligation, the liability for damages in the above cases is limited to foreseeable damage typically incurred in connection with agreements of this nature. Accordingly, the Contractor is in these cases liable for property and material damages up to a maximum of EUR 3,000,000.00 per damage event, if the Principal is a Consumer. The liability limitations set forth in this section neither apply in case of intentional violations of a contractual obligation or not in case of gross negligence.
3. The above provisions do not affect liability for culpable injury of life, body, or health.
4. Unless otherwise stipulated in these provisions, liability for damages exceeding Nos. 1.-3. is excluded without regard to the legal nature of the asserted claim.
5. Insofar as the Contractor's liability for damage pursuant to the above regulations is excluded or limited, this also applies in regards to personal liability for damages of the Contractor's employees, workers, staff members, representatives and vicarious agents.
6. The limitations pursuant to Nos. 1 and 2 also apply if the Principal claims wasted expenses instead of damage in lieu of performance.

XI. Period of Limitations

1. Contractual claims due to breach of duty shall expire one year after the start of the statutory period of limitations. This does not apply to claims for defective workmanship on a structure or faulty planning and supervision services for a structure. In this case, the statutory period of limitations of 5 years as of acceptance applies.
2. The above provisions do not apply to statutory periods of limitations for the following: (i) damages arising from death and injury to body and health, (ii) other damages based on an intentional or grossly negligent breach of duty of the Contractor, its legal representatives or vicarious agents, (iii) claims due to fraudulent concealment of a defect or due to a guarantee of properties.

XII. Utilization Rights and Indemnification

1. The Contractor's services provided during the fulfillment of the Agreement (e.g. export actions, inspection and consultation services) may be utilized only within the scope of the contractually negotiated purpose. Subject to existing agreements in each individual case, the Contractor therefore grants to the Principal a simple, non-transferable utilization right that is limited in terms of duration and location, for its services that are subject to copyright protection. Other rights are expressly not granted; the Principal is in particular not authorized to process or modify the Contractor's services or to use excerpts of them.
2. Insofar as pursuant to the Agreement, the Contractor grants a right to the utilization of quality marks and/or a certificate of the Contractor to the regulated extent, such may be utilized only for the contractual, designated uses or the certified area and only in the unmodified form or shape as provided by the Contractor.
3. Any utilization of the Contractor's brands and other identifying marks beyond the above, for example the word mark/design mark "TUV NORD" requires the Contractor's express, prior written consent.
4. If the Principal violates the above provisions, the Contractor is at any time authorized to prohibit the continued utilization of the Contractor's services, quality marks, certificates, and/or identifying marks. The Principal is upon first request by the Contractor obligated to indemnify the Contractor from all third party claims, regardless of the legal grounds (e.g. competition law), which claims are based on its utilization of the Contractor's services, quality marks, certificates, and/or identifying marks as well as all of its own, connected, required expenses.

XIII. Data Protection

The Contractor shall process and utilize personal data exclusively within the scope of the purpose of the Agreement, unless the Principal has consented to further utilization. Upon complete execution of the Agreement, the Principal's personal data shall be blocked for further utilization and shall be deleted upon expiration of statutory retention periods, unless the Principal has provided separate consent for further utilization. For

the rest and pursuant to the German Federal Data Protection Act (BDSG), the Principal shall be entitled to information, reporting, blocking, and deletion of its data stored by the Contractor.

XIV. Obligation to Confidentiality and Retention of Records

1. The Contractor as well as the Principal are each obligated to maintain confidentiality regarding confidential information of the respective other contract partner. This obligation continues for a term of five years after termination of this Agreement.
- From this obligation excluded is any information that
- a) can be proven to have already been known to the recipient upon conclusion of the Agreement or that is disclosed by third parties after conclusion of the Agreement without such third parties violating a confidentiality agreement, statutory provisions, or official orders.
 - b) is public knowledge upon conclusion of the Agreement or becomes public knowledge after conclusion of the Agreement, unless such is based on a violation of this Agreement;
 - c) must be disclosed due to statutory obligation or orders of a court or an official authority, insofar as permitted and possible, the recipient obligated to disclose such information shall inform the other contract partner of such in advance and will provide the respective other contract partner with an opportunity to take action against such disclosure.
2. The Contractor shall retain contractual documents insofar as a statutory or official obligation to retain records exists. The Contractor is furthermore obligated to retain records for the purpose of documentation; any of the Principal's possible statutory or contractual claims for return remain unaffected.

XV. Place of Fulfillment and Prohibition of Assignment

1. Place of fulfillment for all services is the Contractor's registered office.
2. Assignment or pledging of claims to which the Principal is entitled based on the business relation is excluded.

XVI. Jurisdiction and Applicable Law

1. The Contractor's registered office is place of jurisdiction for all claims arising from the business relation vis-a-vis commercial entities, corporate bodies under public law, or special assets. However, the Contractor is authorized to bring an action against the Principal at the Principal's general place of jurisdiction.
2. The law of the Federal Republic of Germany applies to all business relations and the overall legal relations between the Principal and the Contractor. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Valid: January 2017

TUV NORD AG



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

O-OUA-843-2022

19 October 2022

REQUEST FOR QUOTATION


Sir/Madam:

The Department of Foreign Affairs intends to procure certifying body/third-party audit services for its **2022 Department of Foreign Affairs' ISO 9001:2015 Recertification Audit** scheduled on 06-08 December 2022, and would like to request for a quotation from your company.

Please submit your signed quotation, and indicate your acceptance of the attached Terms of Reference for the procurement. The Department accepts open quotations submitted directly, or through email at the address given below, **until 24 October 2022, 12:00 NN**. Quotation should not exceed the Approved Budget for Contract (ABC) of **Four Hundred Thousand Pesos only (Php 400,000.00)**.

Should you require further clarification, please contact Ms. Jolina Tayoto or Ms. Lei Airishane Asuncion at gms.unit@dfa.gov.ph.

Very truly yours,


ANTONIO A. MORALES
Undersecretary for Administration

Terms and conditions

- Bidders shall provide correct and accurate information required on this form.
- Price quotations shall be denominated in Philippine pesos and shall include all taxes, duties, and/or other lawful charges.
- Bidders shall comply with the Technical Specifications/Terms of Reference attached to this Request for Quotation.
- The Department reserves the right to reject any and all quotations, declare a failure or not to award the contract for any reasonable ground.

2330 Roxas Blvd., Pasay City, 1300 Philippines
Tel. No. 834-4000
www.dfa.gov.ph