

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: Offer for reference: Q.03.24
Date: 07 November 2024

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: 5/F CITY MANILA, NATIVIDAD ALMEDA-LOPEZ ST. COR. A. VILLEGAS AND SAN MARCELINO ST., ERMITA 1000 MANILA CITY PHILIPPINES
Site 3: 7TH FLOOR, SM MEGAMALL BUILDING C, EDSA CORNER DOÑA JULIA VARGAS AVENUE, ORTIGAS CENTER 1555 MANDALUYONG CITY
Site 4: LEVEL 2 ALI MALL GOVERNMENT CENTER, ARANETA CENTER, CUBAO 0810 QUEZON CITY PHILIPPINES
Site 5: 1ST FLOOR, LINGKOD PINOY CENTER ROBINSONS GALLERIA, WEST LANE ESDA COR. ORTIGAS AVENUE 1110 PASIG CITY PHILIPPINES
Site 6: 3F LINGKOD PINOY CENTER BLDG. B, ROBINSONS NOVALICHES, QUIRINO HIGHWAY, BRGY. PASONG PUTIK 1118 QUEZON
Site 7: 4TH FLOOR METRO ALABANG TOWN CENTER, ALABANG ZAPOTE ROAD 1780 MUNTINLUPA 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

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

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

Attention: Undersecretary for Administration Mr. ANTONIO A. MORALES
Number of Employees: 940
Standard: ISO 9001:2015
1. Consular Services
2. Assistance-to-Nationals (ATN) Services
Scope of Certification: 3. Management and Support Services to Consular and ATN Services

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	Travel Mandays		25,000	
4	Annual Certificate Maintenance Fee PAB Accreditation		12,500	
5	Sub Total		145,500	
6	Value Added Tax		17,460	
Total Amount (VAT Inclusive)			162,960	

Total amount for this year's surveillance audit **Php 162,960**

VAT Inclusive

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

Conforme:

Date Signed:

PAULO V. SARET
Acting Senior Special Assistant

14 NOV 2024

Department of Foreign Affairs
Authorized Signatory

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TÜVNORD

Terms & Conditions

Audit Scheduling

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

Transportation:

Air tickets and travel details must be sent during working hours on weekdays only unless an unforeseen event prevents the timely submission of the required details. In such circumstances, the client is expected to provide the details at the earliest opportunity.

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.

Terms of Payment

1. In no case shall the total payment to the Servicing Agency exceed the Contract Price of PHP 162,960.00, inclusive of all applicable taxes and other lawful charges. Any extension of the contract time shall not involve any additional cost.
2. The total contract price shall be reflected in the Agreement, inclusive of all costs such as transportation/accommodation expenses with an additional PHP1,000.00 to cover processing fees and other taxes as imposed by the Bureau of Internal Revenue.

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.

3. 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.

In no case shall the total payment to the Servicing Agency exceed the Contract Price of PHP 162,960.00, inclusive of all applicable taxes and other lawful charges. Any extension of the contract time shall not involve any additional cost.

The total contract price shall be reflected in the Agreement, inclusive of all costs such as transportation/accommodation expense with additional PHP1,000.00 to cover processing fees and other taxes as imposed by the Bureau of Internal Revenue.

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: fifteen percent (15%) advance payment of the total amount of the certification audit cost shall be paid one (1) week before the stage 1 audit. The advance payment shall be repaid by TÜV Nord Philippines, Inc. by deducting from their progress payments such sum as agreed upon during the contract negotiations until fully liquidated within the duration of the contract.

Surveillance / Re-Certification: Invoice will be separately issued each year.

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 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:

Guila Diane
Sales & Marketing Associate

Approved by:

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

Conforme:

PAULO V. SARET
Department of Foreign Affairs
Acting Senior Special Assistant

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, in the interpretation and performance of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference.

If an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders, and judgments filed or rendered pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this contract shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

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.

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Site 3	7TH FLOOR, SM MEGAMALL BUILDING C, EDSA CORNER DOÑA JULIA VARGAS AVENUE, ORTIGAS CENTER 1555 MANDALUYONG CITY	17
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TOTAL		940