



Presidential Communications Office

**Philippine Information Agency**

*Ahensiyang Pang-impormasyon ng Pilipinas*



**CONTRACT AGREEMENT FORM**

**PR\_NO.24-10-108\_PIAODIAQM2024**

**PROCUREMENT FOR THE HIRING OF EXTERNAL CERTIFYING BODY  
FOR THE PHILIPPINE INFORMATION AGENCY (PIA)  
CERTIFICATION TO ISO 9001:2015**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_ 2024 between the **PHILIPPINE INFORMATION AGENCY (PIA)**, a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Diliman, Quezon City, represented herein by its Deputy Director-General, **WILSON T. BUERANO JR.**, with authority under PIA Office Order No. 171 series of 2023, hereinafter referred to as **PIA** of the one part and **CLEMENTE MASSARO**, *Managing Director of A WIDE QUALITY ASSESSMENT COMPANY (WQA PHILS.) INC.* herein referred to as "**CONTRACTOR**" with office address at *Avida Towers Altura 1, 9th Floor Unit 918 Alabang, Muntinlupa City* of the other part;

**WHEREAS**, the **PIA** solicited Bids for certain goods and ancillary services, particularly for the **PROCUREMENT FOR THE HIRING OF EXTERNAL CERTIFYING BODY FOR THE PHILIPPINE INFORMATION AGENCY (PIA) CERTIFICATION TO ISO 9001:2015** and has accepted a Bid from A Wide Quality Assessment Company (WQA Phils.) Inc. for the aforementioned goods and services in the sum of **THREE HUNDRED THIRTEEN THOUSAND SIX HUNDRED PESOS ONLY (PHP 313,600.00)** hereinafter called "the Contract Price", payable upon receipt of the billing statement including all taxes and subject to government accounting rules and regulations.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- I. The following documents shall be deemed to form and be read and construed as an integral part of this Agreement, *viz.*:
- a. Purchase Request No. 24-10-108
  - b. Terms of Reference
  - c. Supplier Quotation and Request for Quotation
  - d. Statement of Compliance
  - e. Omnibus Sworn Statement (OSS)

**II. OBLIGATIONS OF THE PARTIES**

- a. That the Contractor shall provide Certifying Body for the Philippine Information Agency (PIA) Certification to ISO 9001:2015
- b. That the Contractor shall strictly comply with the Terms of Reference of this Agreement
- c. The Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"); (d) the Contractor warrants with the PIA that it is

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Fund Cluster: 101  
Fund Available: ₱ 313,600.00  
**ADELE RACHEL M. AQUINO**  
Chief Accountant, Accounting Section

the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- d. For its services, the payment shall be based on the completion of activities indicated in the Terms of Reference as evidenced by the submission and acceptance of the required deliverables of the certifying body.

### III. **EFFECTIVITY AND DURATION**

This Agreement shall take effect immediately, upon signing of the parties and shall remain in force and effect until full completion.

### IV. **LIQUIDATED DAMAGES**

In the event that the Contractor violates any of the terms and conditions of this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the Contractor shall be liable for damages for such failure, and shall pay the **PIA** liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay of breach, without need for any notice or demand from the **PIA**, in addition to other remedies that the **PIA** may exercise under this contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the **PIA**".

### V. **TERMINATION OF CONTRACT**

The **PIA** reserves the right to terminate this Contract for any cause which may include failure of the Contractor to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the **PIA** or violation by the Contractor of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations.



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

**PHILIPPINE INFORMATION AGENCY:**

**A WIDE QUALITY  
ASSESSMENT COMPANY  
(WQA PHILS.) INC.**

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**WILSON T. BUERANO JR.**  
*Deputy Director-General for Finance*

**CLEMENTE MASSARO**  
*Managing Director*

SIGNED IN THE PRESENCE OF:

**ATTY. \_\_\_\_\_**  
End-User Representative

\_\_\_\_\_  
(Supplier Rep. as Witness)

**NOTARIAL ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of **MAKATI CITY** S.S.

**BEFORE ME**, Notary Public for and in the above jurisdiction, this **JAN 24 2025** day of \_\_\_\_\_ 2024, personally appeared and presented sufficient proof of identification:

**WILSON T. BUERANO JR.** ID No: \_\_\_\_\_ Issued at/on: \_\_\_\_\_  
**CLEMENTE MASSARO** ID No: \_\_\_\_\_ Issued at/on: \_\_\_\_\_

All known to me to be the same persons who executed and voluntarily signed the foregoing document consisting of only \_\_\_\_\_ pages including this page of Acknowledgement, which they acknowledged to me as their own free and voluntary act and deed.

**IN WITNESS WHEREOF**, I hereto affixed my signature and seal on the date and place first above mentioned.

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Doc. No. **304**;  
Page No. **61**;  
Book No. **11**;  
Series of 202**4**.

**JOHN DOMINGO A. PONCE JR.**  
**NOTARY PUBLIC**  
APPOINTMENT NO. M-0745 / MAKATI CITY  
UNTIL DECEMBER 31, 2025  
PTR NO. 9565682 / 01-03-2025 / MAKATI CITY  
ISP NO. 2606008 / 01-04-2024 / RIZAL  
MCLE COMPLIANCE NO. VII-0027026 / Q5-23-2019  
ROLL NO. 36452 / TIN NO. 186-099-102-000