



Republic of the Philippines  
BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING  
SRA Compound, Annex II Building Ext.  
North Avenue, Diliman, Quezon City  
(02) 8351-8120, (02) 8294-9741

# **CONTRACT OF AGREEMENT**

**BUREAU OF AGRICULTURAL  
AND FISHERIES ENGINEERING**

**AND**

**CYNTHIA R. RAMIREZ (INDIVIDUAL  
CONSULTANT)**

**FOR THE**

**PROCUREMENT OF TRAINING AND  
CONSULTANCY SERVICES FOR THE  
DEVELOPMENT OF A QUALITY  
MANAGEMENT SYSTEM (QMS) FOR THE  
BUREAU OF AGRICULTURAL AND  
FISHERIES ENGINEERING ALIGNED TO ISO  
9001:2015**



# CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement is made and executed by and between;

The **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)**, an agency of the Government of the Republic of the Philippines with an office address at Sugar Center, Annex II Building Extension, North Avenue, Diliman, Quezon City, represented by its **DIRECTOR, ENGR. ARIODEAR C. RICO** hereinafter referred to as the **PROCURING ENTITY**;

- AND -

**CYNTHIA R. RAMIREZ**, Filipino, of legal age, with postal address at Block 1 Lot 8 Junmar Homes, ML Quezon Ave., Ext., Brgy. Dalig 1, Antipolo City, Philippines, hereinafter referred as the **"Consultant"**.

## WITNESSETH THAT:

**WHEREAS**, the BAFE - Bids and Awards Committee (BAC) initiated the procurement activity for the **PROCUREMENT OF TRAINING AND CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A QUALITY MANAGEMENT SYSTEM (QMS) FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING ALIGNED TO ISO 9001:2015** (referred to as the **"PROJECT"**) with a total approved budget for the contract (ABC) in the amount of **ONE MILLION PESOS (PHP 1,000,000.00)**;

**WHEREAS**, as resolved, the BAC recommended through BAC Resolution No. 018-24, the engagement of a Highly-Technical Consultant through a **NEGOTIATED PROCUREMENT FOR HIGHLY TECHNICAL CONSULTANTS**, in accordance with Section 53.7 of the Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR); and that the contract be awarded to the **CONSULTANT**, who has agreed to perform the services, as hereinafter more particularly described, subject to the provided terms and conditions;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed as follows:

### I. PROJECT SCOPE AND OBJECTIVES

The primary objective of the project is to establish a Quality Management System (QMS) in accordance with the requirements of the ISO 9001:2015 standard for the Bureau of Agricultural and Fisheries Engineering to ensure the provision of quality-assured services and to ensure conformity with the applicable requirements. The project will cover all the relevant processes that are implemented under the following offices:



- Office of the Director
- Office of the Assistant Director
- Administrative and Finance Division
- Engineering Plans, Designs, and Specifications Division
- Programs and Projects Management Division
- Standards Regulations and Enforcement Division

The project covers technical guidance on the preparation of documented information, and guidance on implementation, including training services needed to effectively implement an ISO 9001:2015-certifiable QMS.

The project will commence with an Initial Assessment of the current system of BAFE and be considered complete once BAFE receives a Recommendation for Certification to ISO 9001:2015 standard.

## II. CONTRACT PRICE

As consideration for the faithful performance and satisfactory accomplishment of all obligations of the **CONSULTANT** under this contract, the **PROCURING ENTITY** shall pay the **CONSULTANT** the total contract price of **NINE HUNDRED NINETY FIVE THOUSAND PESOS (PHP 995,000.00)** for the **PROJECT**; and

All fees, taxes, and other similar charges, imposed by the Philippine Government on the **PROJECT** shall be on the account of the **CONSULTANT**;

## III. PROJECT DELIVERABLES

In general, the following are the deliverables that will be provided to BAFE on all its processes for the duration of the project.

- Conduct a review of the existing practices and documented information to identify areas for modification and enhancement required for implementing an ISO 9001-certifiable management system.
- Facilitate technical guidance through training, workshops, and consultancy sessions to incorporate QMS controls into the existing processes.
- Establish the required minimum documented information and identify areas that would necessitate the preparation of documented procedures and records to support the operation of the processes.
- Assist in establishing the necessary operational controls for the identified quality-related risks in the implementation of a QMS.
- Provide effective training services to BAFE's Management, Quality Management Representative, Division Chiefs, Assistant Division Chiefs, Internal Quality Audit Team, Key Process Owners, and other personnel that would enable them to understand and apply the principles, concepts, and requirements of ISO 9001:2015.
- Provide coaching and mentoring to BAFE in the conduct of periodic reviews on the status of the implementation of the QMS in coordination with the BAFE's appointed project team.
- Provide recommendations on improving the implementation of BAFE's QMS.



- Provide coaching and mentoring to the IQA Team and the Management in evaluating the QMS through Internal Quality Audit and Management Review.
- Help formulate corrective actions to audit findings after external audits.

#### IV. PROJECT WORK PLAN

| ACTIVITY   | March | April | May | June | July | August |
|--|-------|-------|-----|------|------|--------|
| <b>TRAINING 1:</b><br>Understanding ISO 9001:2015 QMS Principles, Requirements, and Their Applications   |       |       |     |      |      |        |
| <b>TRAINING 2:</b><br>ISO 9001:2015 QMS Documentation Using Process Approach Training and Workshop   |       |       |     |      |      |        |
| <b>CONSULTING 1:</b><br>Focus Group Discussion, Coaching and Mentoring on Process Review and Validation  |       |       |     |      |      |        |
| <b>TRAINING 3:</b><br>Establishing of ISO 9001:2015 Functional Quality Objectives (FQOs) and Documentation of Their Corresponding Tools for Monitoring, Measurement, Analysis and Evaluation Training and Workshop |       |       |     |      |      |        |
| <b>CONSULTING 2:</b><br>Focus Group Discussion, coaching and mentoring on FQO Review and Validation, including the monitoring and evaluation tools   |       |       |     |      |      |        |
| <b>TRAINING 4:</b><br>ISO 9001:2015 Risk Identification, Evaluation  |       |       |     |      |      |        |



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| and Control Training and Workshop   |  |  |  |  |  |  |
| <b>CONSULTING 3:</b><br>Technical guidance, coaching and mentoring on Organizational- and Process-level Risk Registers  |  |  |  |  |  |  |
| <b>TRAINING 5:</b><br>Effective Internal Quality Auditing ISO 9001:2015 Quality Management System Based on ISO 19011:2018   |  |  |  |  |  |  |
| <b>CONSULTING 4:</b><br>Technical guidance, coaching and mentoring on the conduct of Internal Quality Audit   |  |  |  |  |  |  |
| <b>CONSULTING 5:</b><br>Technical guidance, coaching and mentoring on the finalization of Internal Quality Audit Reports  |  |  |  |  |  |  |
| <b>TRAINING 6:</b><br>ISO 9001:2015 QMS Nonconformity and Effective Root Cause Analysis and Formulation of Correction and Corrective Action                                   |  |  |  |  |  |  |
| <b>CONSULTING 6:</b><br>Technical guidance, coaching and mentoring on the Root Cause Analysis and Formulation of Correction and Corrective Action addressing the IQA Findings |  |  |  |  |  |  |
| <b>TRAINING 7:</b>  |  |  |  |  |  |  |



|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Effective Document and Records Control in ISO 9001:2015 QMS  |  |  |  |  |  |  |
| <b>CONSULTING 7:</b><br>Technical guidance, coaching and mentoring on the Masterlisting of QMS Documents and Records generated from the process implementation |  |  |  |  |  |  |
| <b>CONSULTING 8:</b><br>Technical guidance, coaching and mentoring on the conduct of Management Review   |  |  |  |  |  |  |
| <b>CONSULTING 9:</b><br>Conduct of Pre-Certification Audit (Assessment for Certification Readiness) (Using Third-party Auditing Approach)                      |  |  |  |  |  |  |

**V. PROJECT DURATION:**

The project shall run for a total period of **SIX (6) MONTHS** after the issuance of the Notice to Proceed (NTP).

If the man-days exceed, no additional cost shall be charged to BAFE, as long as the activities are within the scope and deliverables set forth between BAFE and the winning bidder.

**VI. PROJECT TERMS AND CONDITIONS**

**The Consultant shall:**

- a. Conduct and facilitate the project within the agreed timeframe;
- b. Serve as resource person and the facilitator for each training and workshop activity;
- c. Prepare the program and course designs for all the training and workshop activities;

- d. Provide one (1) set of training materials for reproduction by the BAFE, for each course to be conducted;
- e. Provide certificates to qualified participants of training courses conducted;
- f. Review the workshop outputs and recommend necessary revisions to ensure alignment with ISO 9001 :2015 standard; and,
- g. Provide technical advice and guidance (i.e., coaching and mentoring) to the BAFE's counterpart team in the establishment and implementation of the BAFE's QMS;
- h. Provide at least two (2) official copies of ISO 9001:2015 Standard to BAFE.

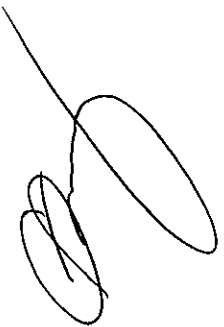
**The BAFE shall:**

- a. Designate a counterpart support team who will work closely with the Consultant regarding the technical and administrative requirements of the project, including the monitoring of the progress of the various project activities;
- b. Provide logistical requirements of the project such as training/workshop/seminar/meeting accommodation (when necessary), equipment (LCD projector with desktop or laptop), supplies, reproduction of training and seminar materials for participants, and meals and snacks of participants and the Consultant;
- c. Determine the number of BAFE personnel who will participate in each training and consultation;
- d. If the delivery of the consultancy and training services as outlined in the Project Work Plan is through virtual mode, BAFE shall ensure that participants are provided with reliable and uninterrupted online connection;
- e. Draft the documented information, including specific QMS-related forms and tools agreed upon during workshops, with guidance from the Consultant;
- f. Ensure implementation of relevant project activities and provide top management support for the implementation of quality systems and procedures adopted by BAFE;
- g. Ensure availability and participation of staff/participants concerned during the conduct of training courses and other activities necessary in the course of the project;
- h. Pay the project cost of One Million Pesos (Php 1,000,000.00), inclusive of 12% VAT.



**VII. TERMS OF PAYMENT**

| <b>TRANCHES</b>   | <b>Enabling documents and deliverables</b>   |
|---|--|
| <p><b>30% of the total project cost after the completion of:</b></p> <p><b>TRAINING 1</b></p> <p>Understanding ISO 9001:2015 QMS Principles, Requirements and Their Applications</p> <p><b>TRAINING 2</b></p> <p>ISO 9001:2015 QMS Documentation Using Process Approach Training and Workshop</p> <p><b>CONSULTING 1</b></p> <p>Focus Group Discussion, Coaching and Mentoring on Process Review and Validation</p> | <ul style="list-style-type: none"> <li>- Inception Report ( 2 hardcopies and 1 electronic copy)</li> <li>- Modules for Trainings 1 and 2</li> <li>- Signed Training Certificates</li> <li>- Certificate of Project Deliverable Accepted for all the training and consulting activities conducted.</li> </ul> |






**20% of the total project cost after the completion of:**

**TRAINING 3**

Establishing of ISO 9001:2015 Functional Quality

Objectives (FQOs) and Documentation of Their Corresponding Tools for Monitoring, Measurement, Analysis and Evaluation Training and Workshop

**CONSULTING 2**

Focus Group Discussion, coaching and mentoring on FQO Review and Validation, including the monitoring and evaluation tools

**TRAINING 4**

ISO 9001:2015 Risk Identification, Evaluation and Control Training and Workshop

**CONSULTING 3**

Technical guidance, coaching and mentoring on Organizational- and Process-level Risk Registers

- Modules for Trainings 3 and 4
- Signed Training Certificates
- Certificate of Project Deliverable Accepted for all the training and consulting activities conducted
- Guide Question
- Interview Schedule



**30% of the total project cost after the completion of:**

**TRAINING 5**

Effective Internal Quality Auditing ISO 9001:2015 Quality Management System Based on ISO 19011:2018

**CONSULTING 4**

Technical guidance, coaching and mentoring on the conduct of Internal Quality Audit

**CONSULTING 5**

Technical guidance, coaching and mentoring on the finalization of Internal Quality Audit Reports

**TRAINING 6**

ISO 9001:2015 QMS Nonconformity and Effective Root Cause Analysis and Formulation of Correction and Corrective Action

**CONSULTING 6**

Technical guidance, coaching and mentoring on the Root Cause Analysis and Formulation of Correction and Corrective Action addressing the IQA Findings

**CONSULTING 7**

Technical guidance, coaching and mentoring on the Masterlisting of QMS Documents and Records generated from the process implementation

- Modules for Trainings 5 and 6
- Signed Training Certificates

- Certificate of Project Deliverable Accepted for all the training and consulting activities conducted.



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|---|--|
| <p><b>20% of the total project cost after the completion of:</b></p> <p><b>CONSULTING 8</b></p> <p>Technical guidance, coaching and mentoring on the conduct of Management Review</p> <p><b>CONSULTING 9</b></p> <p>Conduct of Pre-Certification Audit (Assessment for Certification Readiness) (Using Third-party Auditing Approach)</p> | <ul style="list-style-type: none"> <li>Terminal Report which includes the Assessment for Certification Readiness (2 hardcopy and electronic copy)</li> </ul> |
|---|--|

**VIII. PROHIBITION TO SUB-CONTRACT**

The CONSULTANT shall not assign, transfer, pledge, sub-contract, or make such any other disposition of any of his obligations under this Contract or any part or interest therein.

**IX. WARRANTIES**

A. The CONSULTANT shall fulfill her obligations under this Contract by using knowledge according to the best accepted professional standards. The CONSULTANT shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in best interest of the BAFE.

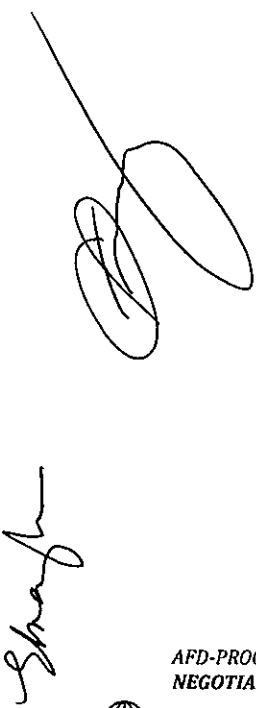
B. The CONSULTANT warrants and represents that she has the right to enter into his Contract and that she has no agreement or has not had any agreement with any person, firm, or corporation which will in any way interfere, or is in conflict, with this Contract.

**X. NON-DISCLOSURE**

All non-public confidential or proprietary information relating to BAFE, whether written or oral, whether or not communicated as confidential information by the BAFE to the CONSULTANT, which the CONSULTANT may have access to in the course of consultancy's contract time shall not be disclosed to any person even after the termination of this Contract.

**XI. OWNERSHIP OF MATERIAL**

Any studies, reports, or other materials, graphic, software or otherwise, prepared by the CONSULTANT for the BAFE under this Contract shall belong solely to and remain the property of the BAFE.



**XII. ARBITRATION**

Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between the parties thereto shall be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

**XIII. EFFECTIVITY**

This Contract shall become fully effective and binding on the date this Contract is signed by both parties.

**IN WITNESS WHEREOF**, parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic on \_\_\_\_\_.

Signed, sealed, and delivered by **ENGR. ARIODEAR C. RICO**, of the **BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**.

Signed, sealed, and delivered by **MS. CYNTHIA R. RAMIREZ (INDIVIDUAL CONSULTANT)**

For and on behalf of the

**BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING**



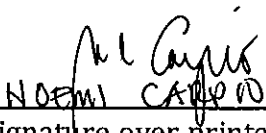
**ENGR. ARIODEAR C. RICO**  
Director


For and on behalf of



**MS. CYNTHIA R. RAMIREZ**  
Individual Consultant

**Signed in the presence of:**

  
\_\_\_\_\_  
Signature over printed name

  
\_\_\_\_\_  
Signature over printed name

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Quezon City ) S.S

BEFORE ME this MAR 08 2024 personally appeared the following contracting parties namely:

NAME GOVERNMENT-ISSUED IDENTIFICATION ISSUED ON AND AT

**ENGR. ARIODEAR C. RICO**  
(BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING)

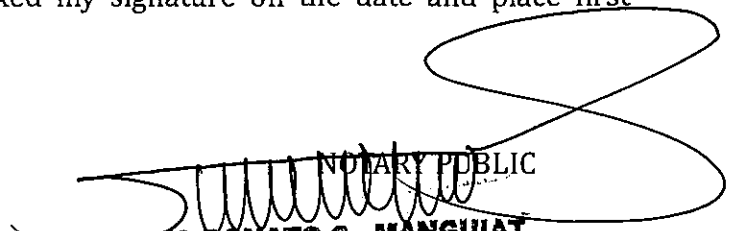
**MS. CYNTHIA R. RAMIREZ**  
(INDIVIDUAL CONSULTANT)

known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

This Contract consists of thirteen (13) pages, including this page, which is signed by the parties and their witnesses on each and every page thereof. This refers to the **PROCUREMENT OF TRAINING AND CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A QUALITY MANAGEMENT SYSTEM (QMS) FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING ALIGNED TO ISO 9001:2015** to the Bureau of Agricultural and Fisheries Engineering. MAR 08 2024

IN WITNESS WHEREOF, I hereby affixed my signature on the date and place first above written.

Doc. No.: 101  
Page No.: 021  
Book No.: VII  
Series of 2024

  
NOTARY PUBLIC  
**ATTY. DONATO C. MANGUIAT**  
Notary Public  
Commission No. NP-030 (Expires Dec. 31, 2025)  
IBP No. 376988, Dec. 27, 2023, QC  
PTR No. 5555056, Jan 2, 2024, QC  
Attorney's Roll No. 34845  
MCLE No. VII-0019777  
Mobile No. +639152654279  
Office Address No. 2 Marunong st., Brgy Central, QC

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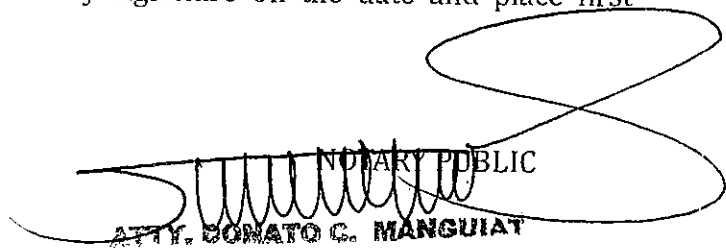
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**MS. CYNTHIA R. RAMIREZ**  
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NOTARY PUBLIC  
ATTY. DONATO C. MANGIAT



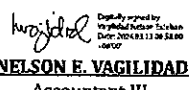
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Mobile No. +639152654279  
Office Address No. 2 Marunong st., Brgy Central, QC



## WORK ORDER

BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING (BAFE)

| Supplier : <b>CYNTHIA R. RAMIREZ (Individual Consultant)</b>  |  | W.O. No. : <b>10-24</b>  |            |                   |
|---|--|--|------------|-------------------|
| Address : Block 1 Lot 8 Junmar Homes, ML Quezon Ave. Ext, Brgy Dalig 1, Antipolo City   |  | Date : March 5, 2024   |            |                   |
| Email : ramirez_cynthia09@yahoo.com   |  | Mode of Procurement : Negotiated-(Highly Technical Consultant)   |            |                   |
| PR No.: 24-069  |  | End-User : BAFE-EPDSD  |            |                   |
| Gentlemen:<br>Please furnish this Office the following articles subject to the terms and conditions contained herein:   |  |  |            |                   |
| Place of Delivery : BAFE Office, Diliman, Quezon City   |  | Delivery Term : FOB Destination  |            |                   |
| Date of Delivery : The Project shall run for a total period of Six(6) months after the issuance of the Notice to Proceed (NTP)  |  | Payment Term : 30 WD   |            |                   |
| Unit  | Description  | Quantity   | Unit Cost  | Amount (Php)      |
|   | <b>PROCUREMENT OF TRAINING AND CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A QUALITY MANAGEMENT SYSTEM (QMS) FOR THE BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING ALIGNED TO ISO 9001:2015</b> |  |            |                   |
| lot   | Development of a Quality Management System (QMS) for the Bureau of Agricultural and Fisheries Engineering aligned to ISO 9001:2015   | 1  | 995,000.00 | 995,000.00        |
| <b>Grand Total</b>  |  |  |            | <b>995,000.00</b> |
| <b>(Total Amount in Words)</b>  |  | <b>Nine Hundred Ninety Five Thousand Pesos Only</b>  |            |                   |
| In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered item/s. |  |  |            |                   |
| Conforme:   |  | Very truly yours,  |            |                   |
| <br><b>CYNTHIA R. RAMIREZ</b><br>Consultant<br>08 March 2024<br>Date                                       |  | <br><b>ENGR. ARIODEAR C. RICO</b><br>Director IV, BAFE |            |                   |
| <b>Fund Cluster :</b><br><b>Funds Available :</b><br><br><b>NELSON E. VAGILIDAD</b><br>Accountant III      |  | <b>ORS/BURS No. :</b><br><b>Date of the ORS/BURS:</b><br><b>Amount :</b>   |            |                   |

FY 2024 Budget

05-001-02-00008-05

31020310001000

50211030-02

₱ 1,000,000.00

Valid until April 13, 2024