

CERTIFICATION INTERNATIONAL PHILIPPINES, INC. (CONTRACTOR)

BY: *Sybil C. Paden*  
SYBIL C. PADEN  
Director for Business Development

SIGNED IN THE PRESENCE OF:

*Carla A. Navarrete*  
CARLA A. NAVARRETE  
Certification Manager

*Emmanuel A. Umali*  
EMMANUEL A. UMALI  
Manager, WMD & NPC QMR (NPC)

NATIONAL POWER CORPORATION (NPC)

BY: *Rene B. Barruella*  
RENE B. BARRUELA  
Vice President, Corp. Affairs Group

**CONTRACT NO. LOG MSSP 2022-03-023-GRJ**

**SERVICE CONTRACT FOR THE ISO 9001:2015 CERTIFICATION AND SURVEILLANCE AUDIT OF NPC HO-CAG22-001 / PB220214-NC00011**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Corporate Affairs Group, **MR. RENE B. BARRUELA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**CERTIFICATION INTERNATIONAL PHILIPPINES, INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 8<sup>th</sup> Floor, OMM-Citra Building, San Miguel Avenue, Ortigas Center, Pasig City, Philippines, herein represented by its Director for Business Development, **MS. SYBIL C. PADEN**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH: That -**

WHEREAS, on 25 January 2022, NPC posted the Invitation to Bid for the Public Bidding for the Service Contract for the ISO 9001:2015 Certification and Surveillance Audit of NPC;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 14 February 2022;

WHEREAS, CONTRACTOR's bid offer was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

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*osp*

BY: *Patricia C. Paden*  
SYBIL C. PADEN

Director for Business Development

B. CORPORATE AFFAIRS

- a. Revenue Management (Marketing, Customer Relations, Electricity Tariff, Billings and Settlement)
- b. Corporate Planning (Strategic Plans & Programs, Systems Planning, Corporate Performance, Business Development)
- c. Information & Technology Services (Corporate Policy Formulation, Information Management, ICT Services)
- d. Corporate Communications (Plans & Programs Communication, Implementation of CSR Programs, Data/Information Gathering, Publications & Event Organizing)

C. LEGAL COUNSEL

- a. Legal Services (Filing of pleadings and prosecution of Civil, Criminal, Tax and ERC cases, Issuance of Legal Opinion, Review of Contract)
- b. Land and Land Rights (Litigation of Land Registration, Eminent Domain, Tax and Other Civil Cases, Issuance of Legal Opinions, Review of Contracts and Bonds, Land Surveying, Titling and Registration of Landholdings, Negotiation and Acquisition of Project Lots and Settlement of Claims)

D. ADMINISTRATION AND FINANCE

- a. Logistics (Contract Awards and Documentation, Order Compliance and Billing, Bids and Contract Services, Warehousing, Inventory and Disposal of Materials, Supplies and Equipment, Fuel Supply Procurement, Planning and Monitoring)
- b. Human Resources (Organizational Development and Placement, Compensation and Benefits, Training Services)
- c. General Services (Security and Telecom Services, Transportation and Facility Management, Records Management)
- d. Financial Planning, Budget and Program Review
- e. Treasury (Financial Plan Implementation)
- f. Controllers (Financial Reporting Services)

E. POWER ENGINEERING SERVICES

- a. Engineering Design and Development (Engineering Studies, Tender Documentation Preparation)
- b. Project Management (Project Control and Administration Package, Project Site Management Package, Engineering Resource Package)
- c. Environmental Management (ECC/CNC/Permits, Compliance Monitoring and Consultancy Services)
- d. Energy Services (Plant Performance Test, Testing, Metrology and Calibration, Quality Assurance, Safety and Audit, Certification/Accreditation, Advisory/ Consultancy Services)

*Carla A. Navarrete*  
CARLA A. NAVARRETE  
Certification Manager

*Emmanuel A. Umali*  
EMMANUEL A. UMALI  
Manager, WMD & NPC QMR  
(NPC)

*René B. Barruella*  
RENÉ B. BARRUELA  
Vice President, Corp. Affairs Group

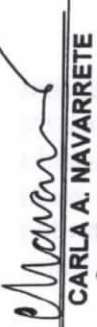
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*osp*

BY:

  
**RENE B. BARRUELA**  
Vice President, Corp. Affairs Group

  
**EMMANUEL A. UMALI**  
Manager, WMD & NPC QMR  
(NPC)

  
**CARLA A. NAVARRETE**  
Certification Manager

BY:   
**SYBIL C. RADEN**  
Director for Business Development

**J. DAMS MANAGEMENT**

- a. Dams, Reservoir and Waterways Engineering (Safety Inspection, Monitoring and Review/Assessment of the Non-Power Components of the Dam, Bathymetric Survey and Deformation Survey)
- b. Flood Forecasting and Warning System (Data Monitoring and Flood Forecasting, Warning information Dissemination, Maintenance Activities)
- c. Public Information and Dissemination

The re-certification of ISO 9001:2015 is being targeted in CY 2022 and the services of a certifying body is needed for this purpose.

Conduct Re-Certification audit of NPC which includes the following:

- a. Prepare and submit Audit Reports, and
- b. Processing/Issuance of ISO 9001:2015 certificates
- c. Conduct re-certification audit and two (2) annual surveillance audits to ensure effective implementation of QMS within the three (3) year-validity period of the certificate.

**NPC's OBLIGATIONS**

NPC will provide the following:

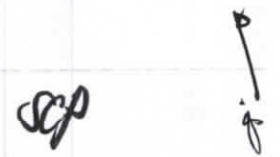
- a. Staff/guides during the conduct of the audits of all NPC sites.
- b. QMS documents and other documents needed by the auditors.
- c. Transportation, hotel/lodging accommodation and food for the auditors.

**CONTRACTOR's OBLIGATIONS**

The Contractor will provide the following:

- a. Competent auditors for the conduct of the pre-audit and certification audit of the NPC Quality Management System for ISO 9001:2015 certification.
- b. Written Audit Reports (re-certification and surveillance audits) which include audit findings/non-conformities and the overall status of QMS.
- c. Notification / Award of Certification upon successful audit compliance.
- d. Competent auditors for the conduct of re-certification audit and two (2) annual surveillance audits for the maintenance of the ISO 9001 Certificate within the three (3) year-validity period.

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BY: *[Signature]*  
SYBIL C. GADEN  
Director for Business Development

Payment shall be made within 60 days upon receipt of billing and presentation of end-user's acceptance certificate and complete documents to support payment in accordance with the activities listed below.

Activity	No. of Man-days	Amount (to be filled-up by the bidder)
Re-Certification audit	20	₱ 481,600.00
Certification Fee (including one (1) framed Certificate	-	₱ 84,000.00
Additional copies of Certificates (14 copies)	-	-
1st Annual Surveillance Audit	15	₱ 565,600.00
2nd Annual Surveillance Audit	15	₱ 565,600.00

**ARTICLE V  
PERFORMANCE SECURITY**

To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER shall post a performance security which shall remain valid and effective during the contract duration.

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the total contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly accredited by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.
- c. Performance Securing Declaration.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item, The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the SUPPLIER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

SIGNED IN THE PRESENCE OF:

*[Signature]*  
CARLA A. NAVARRETE  
Certification Manager

*[Signature]*  
EMMANUEL A. UMALI  
Manager, WMD & NPC QMR  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY: *[Signature]*  
RENE B. BARRUELA  
Vice President, Corp. Affairs Group

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*[Handwritten initials]*

CERTIFICATION INTERNATIONAL  
PHILIPPINES, INC.  
(CONTRACTOR)  
  
BY: SYBIL C. PADEN  
Director for Business Development

signed by the Parties.

**ARTICLE IX  
SUSPENSION OF WORK**

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The supplier shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the supplier shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

**ARTICLE X  
PRE-TERMINATION**



Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the SUPPLIER, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the SUPPLIER cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.


Any misrepresentation made by the SUPPLIER in the submission of documents, or suppression of material facts, which if known could have disqualified the supplier gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

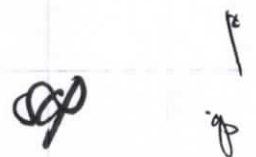
**ARTICLE XI  
WARRANTY CLAUSE**

SUPPLIER hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SUPPLIER will not subcontract any portion or portions of the scope of work of

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(NPC)  
  
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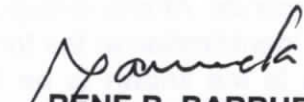
IN WITNESS WHEREOF, the parties hereto have signed this Contract this 29th day of April, 2022 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**CERTIFICATION INTERNATIONAL PHILIPPINES, INC.**  
(CONTRACTOR)

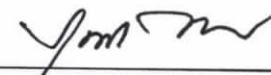
BY:

BY:

  
**RENE B. BARRUELA**  
Vice President, Corporate Affairs Group

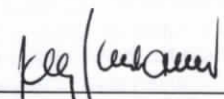
  
**SYBIL C. PADEN**  
Director for Business Development

SIGNED IN THE PRESENCE OF:

  
**EMMANUEL A. UMALI**  
Manager, WMD & NPC QMR  
(NPC)

  
**CARLA A. NAVARRETE**  
Certification Manager

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
Sr. Department Manager, Finance  
*8/23/22*

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	2022
JOB ORDER	Job Order
COST CENTER	270002
AMOUNT	6ms(C) JU 8004049 ₱157,734.53
	6ms(M) JU 8004050 ₱630,938.11

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REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S  
Mandaluyong City

ACKNOWLEDGEMENT

**APR 07 2022** BEFORE ME, a Notary Public for and in <sup>Mandaluyong City</sup> Quezon City, Philippines, this day of \_\_\_\_\_, 2022, personally appeared **MS. SYBIL C. PADEN**, Director for Business Development, **CERTIFICATION INTERNATIONAL PHILIPPINES, INC.**, with Identification Document in the form of P7290427A, issued by DFA at MANILA, on MAY 25, 2018 known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

  
**ATTY. JAMES K. ABUGAN**  
Notary Public

Appt. No. 0442-21  
Notary Public  
Until December 31, 2022  
IBP No. 173123 01/00/2022 Rizal Chapter  
IBP Lifetime No. 26890 Lifetime  
PTR No. VI-0012875 Until 4/14/2022  
TIN No. 116-239-956  
PTR No. 4871351 / 01-06-2022  
Tel. No. 02-85452321  
Mandaluyong City

Doc. No.: 298  
Page No.: 49  
Book No.: 39  
Series of 2022.

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