

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PPA Building, Bonifacio Drive, South Harbor,
Port Area, Manila, Philippines

CONTRACT AGREEMENT
FOR THE PROCUREMENT OF SERVICES OF CERTIFYING BODY FOR THE QUALITY
MANAGEMENT SYSTEM OF PPA

This Agreement made and entered into this JAN 12 2025 day of _____ 2025 in Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), herein referred to as ENTITY, is a government instrumentality created under Presidential Decree No. 857, as amended, with principal office address at PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, represented by **JAY DANIEL R. SANTIAGO**, duly authorized for this purpose under Board Resolution No. 3317, as contained in Secretary's Certificate dated 11 September 2024, copy of which is hereto attached as **Annex A**.

and

NQA PHILIPPINES INC., herein referred to as SERVICE PROVIDER and/or WINNING BIDDER, duly organized and existing under Philippine laws, with principal office address at 1504b Richville Corporate Tower, Alabang Zapote Road, MBP Ayala Alabang Muntinlupa City, Muntinlupa City, Metro Manila, represented herein by its Chief Finance Officer, **MARITESS B. BERNARDINO**, duly authorized for this purpose, as shown in Secretary's Certificate dated 04 December 2025, copy of which is hereto attached as **Annex B**.

WHEREAS, the Entity invited Proposals for certain goods and services, particularly the Procurement of Services of Certifying Body for the Quality Management System of PPA, under Negotiated Procurement (Two Failed Biddings) with an approved Budget for the Contract (ABC) of Php **3,800,000.00** and has accepted a Bid by **NQA PHILIPPINES INC.** for those goods and services in the sum of **TWO MILLION EIGHT HUNDRED THOUSAND PESOS (Php 2,800,000.00);**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any

- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration of the sum of **TWO MILLION EIGHT HUNDRED THOUSAND PESOS (Php 2,800,000.00)** or such other sums as may be ascertained, **NQA PHILIPPINES INC.** agrees to the Procurement of Services of Certifying Body for the Quality Management System of PPA, in accordance with its Bid.
4. The Philippine Ports Authority agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. In execution of its Works, **NQA PHILIPPINES INC.** shall likewise hold PPA free and harmless from any liability due to actions, damages, or accident it may cause in the course thereof.
6. The failure of PPA to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that it may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of PPA shall not be considered as condonation or waiver of any breach or default by **NQA PHILIPPINES INC.** of any covenant or condition herein provided. No waiver by PPA of its rights under this Contract shall be deemed to have been made unless expressly made in writing and signed by its duly authorized representative.

IN WITNESS whereof, the Parties have hereto 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.

Witness:

RANILLO L. BERNARDINO
Chief Executive Officer

NQA PHILIPPINES INC.
Witness:

MARITRESS B. BERNARDINO
Chief Finance Officer

Witness:

MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS

PHILIPPINE PORTS AUTHORITY
BY:

JAY DANIEL R. SANTIAGO
General Manager

JAY DANIEL R. SANTIAGO
General Manager

MARITESS B. BERNARDINO
Chief Finance Officer

MARK JON S. PALOMAR
Chairperson, HO-BAC-PGCS

RANILO L. BERNARDINO
Chief Executive Officer

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

BEFORE ME, a Notary Public for and in the City of Murphy, NC, this 12 day of JAN, 2025, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Jay Daniel R. Santiago	PPA ID No. 00792022		
Maritess B. Bernardino	TIN No. 193-793-525-00000		

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

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Phil. Ports Authority	00135169	1-21-25	Manila
Chief Finance Officer	NQA Philippines Inc.	00111345	1-24-25	Muntinlupa City

The foregoing instrument is a Contract Agreement for the Procurement of Services of Certifying Body for the Quality Management System of PPA, consisting of three (3) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written

Doc. No. 118 ;
Page No. 28 ;
Book No. A ;
Series of 2026

DST PAID: Php 30.00

Documentary Stamp numbered 6684897 has been attached on one of the original versions of this document set and **JAN 12 2005** cancelled to prevent its reuse.

ATTY. RAQUEL R. RUENDIA

Notary Public for Muntinlupa City
until December 31, 2027
Notarial Commission No. 26-022
Roll # Attorney's No. 461-44/03.25.2001
IBP Account Member No. 043272/01.26.2015/PPLM
TR No. 461-44/03.25.2001
CICLE Compliance No. VII-0031837/05.05.2025
Unit 704B Ryukide Corporate Tower,
1107 Alabang-Zapote Road, Madgal Business Park,
Barangay Ayala Alabang, Muntinlupa City
Email address: attyruquealubandia@gmail.com / 09088149923