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CONTRACT NO. LOG MSSP 2025-06-046-MDC

SERVICE CONTRACT FOR THE ISO 9001-2015 CERTIFICATION AND SURVEILLANCE AUDITS OF NPC PR NO. HO-CAG25-003 / PB250514-NA00158

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 Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, MR. FERNANDO MARTIN Y. ROXAS, 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 8th Floor OMM-CITRA Building, San Miguel Avenue, Ortigas Center, Pasig City, Philippines, herein represented by its Marketing Executive, MS. PHOEBE ANNE S. NICOLAS, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR.

WITNESSETH: That -

WHEREAS, on 24 April 2025, NPC posted the Invitation to Bid for the Public Bidding of the Service Contract for the ISO 9001-2015 Certification and Surveillance Audits of NPC;

WHEREAS, only one (1) prospective bidder secured the Bidding Documents and participated in the bidding conducted on 20 May 2025;

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

Contract between NPC and Certification International Philippines, Inc.
Service Contract for the ISO 9001-2015 Certification and Surveillance Audits of NPC
Contract No. LOG MSSP 2025-06-046-MDC

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ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not

- Bidding Documents for the Service Contract for the ISO 9001-2015 Certification and Surveillance Audits of NPC under PR No. HO CAG25-003 / PB250514-NA00158;
- 2. Notice of Award dated 25 June 2025;
- 3. Post Qualification Report dated 18 June 2025;
- Bid Opening/Evaluation Report dated 21 May 2025;
- CONTRACTOR's bid proposal dated 15 May 2025;
- 6. Supplemental/Bid Bulletin No. 1 dated 13 May 2025;
- Notice to Proceed; and
- 8. The Performance Security to be filed by CONTRACTOR in accordance

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II SCOPE OF WORK

The Quality Management System (QMS) covers the following NPC services:

- OFFICE OF THE PRESIDENT AND CEO/INTERNAL AUDIT/ CORPORATE SECRETARIAT
 - Management of the Corporate Plans and Programs
 - Management Audit
 - Operations Audit
 - d. NP Board/Committee Meetings Secretariat
 - e. NP Board Records Management
- ₿. **CORPORATE AFFAIRS**
 - Revenue Management (Marketing, Customer Relations, Electricity Tariff, Billings and Settlement)
 - Corporate Planning (Strategic Plans & Programs, Systems Planning, Corporate Performance and Business Development)
 - Information & Technology Services (Corporate Policy Formulation, Information Management and ICT Services)
 - Corporate Communications (Plans & Programs Communication, d. Implementation of CSR Programs, Data/Information Gathering, Publications and Event Organizing)

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LEGAL COUNSEL

- Legal Services (Filing of Pleadings and Prosecution of Civil, Criminal, Tax and ERC Cases, Issuance of Legal Opinion and Review of Contract)
- 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)

ADMINISTRATION AND FINANCE

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

OFFICE OF THE SENIOR VICE PRESIDENT E.

- Power Engineering Services a.
 - Engineering Design and Development (Engineering Studies and Tender Documents Preparation)
 - Project Management (Project Control and Administration Package, Project Site Management Package and Engineering Resource
 - Environmental Management (ECC/CNC/Permits, Monitoring and Consultancy Services) Compliance
 - iv. Energy Services (Plant Performance Test, Testing, Metrology and Quality Assurance, Safety Certification/Accreditation and Advisory/Consultancy Services) Audit,
 - v. Major Repair Maintenance and (Plant Repair/Maintenance/Overhauling, Equipment Parts Fabrication Consultancy Services) and
- b. Operations Planning, Performance Assessment Implementation and Project
- BNPP Preservation and Maintenance
- Watershed Management
 - Watershed Protection (Forest Law Enforcement & Regulatory
 - Watershed Rehabilitation (Vegetative & Structural Measures)
 - iii. Resource Development (Community-Based Project Services, Forest Resource Management and Watershed Technical Services)
- Dams Management
 - Dams, Reservoir and Waterways Engineering (Safety Inspection,

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Monitoring Review/Assessment and Components of the Dam, Bathymetric Survey and Deformation

Flood Forecasting and Warning System (Data Monitoring and Flood Forecasting, Warning Information and Dissemination, and Maintenance Activities)

Information Education Campaign

SCOPE OF WORK

- The audit/surveillance shall cover the NPC services mentioned above.
- Conduct Re-Certification Audit of NPC which includes the following:
 - 2.1 Prepare and submit Audit Reports;
 - 2.2 Processing/Issuance of ISO 9001:2015 certificates; and
 - 2.3 Conduct re-certification audit and two (2) annual surveillance audits to ensure effective implementation of QMS within the three (3) yearvalidity period of the certificate.

NPC OBLIGATIONS

NPC will provide the following:

- 1. Staff/guides during the conduct of the audits of all NPC sites;
- 2. QMS documents and other documents needed by the auditors; and
- 3. Transportation, hotel/lodging accommodation and food for the auditors shall be within the limits prescribed in the Executive Order (EO) No. 77: Prescribing Rules and Regulations and Rates of Expenses and Allowances for Official, Local & Foreign Travels of Government Personnel. In case of cancellation of flights, the contractor shall process the cancellation and refund (i.e. Cebu Pacific).

CONTRACTOR'S OBLIGATIONS

The Contractor will provide the following:

- 1. Competent auditors for the conduct of the pre-audit and certification audit of NPC Quality Management System for ISO 9001:2015 certification;
- 2. Written Audit Reports (re-certification and surveillance audits) which include audit findings/non-conformities and the overall status of QMS;
- 3. Notification/Award of Certification upon successful audit compliance; and
- 4. 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.

PROJECTED OUTPUT

Upon the completion of the activities and prior to the expiration of the Contract, the Contractor shall prepare, for acceptance and approval of NPC, the following documents/deliverables:

ISO 9001 Certificates for:

- One (1) framed certificate for the Office of the President; and
- 2. Additional fourteen (14) copies of certificate for the various sites.

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ARTICLE III PROJECT DURATION AND LOCATION

The contract duration shall be **three (3) years** from the date of issuance of Notice to Proceed. The CONTRACTOR shall conduct and complete the Recertification Audit within sixty (60) calendar days from the date of issuance of Notice to Proceed and Annual Surveillance Audits (1 & 2) on the dates to be agreed upon by NPC and the CONTRACTOR. The Annual Surveillance Audits shall be conducted every twelve (12) months reckoning from the date of the issuance of the certificate.

The project sites are at various NPC offices indicated in Article II – Scope of Work.

ARTICLE IV TOTAL CONTRACT PRICE

The Total Contract Price shall be in the amount of and not exceeding PHILIPPINE PESOS: ONE MILLION ONE HUNDRED SEVENTY SIX THOUSAND PESOS (PHP 1,176,000.00).

Payment shall be made within sixty (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 Re-cortification Activity | No. of Man-days | Amount (PhP) |
|---|-----------------|--------------|
| Re-certification Audit | 18 man-days | 504,000.00 |
| Certification Fee (including one (1) framed Certificate) | | 56,000.00 |
| Additional copies of Certificates (fourteen (14) copies) | | |
| 1 st Annual Surveillance Audit 2 nd Annual Surveillance Audit | 11 man-days | 308,000.00 |
| | 11 man-days | 308,000.00 |
| The CONTRACT | TOTAL | 1,176,000.00 |

The CONTRACTOR must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

ARTICLE V PERFORMANCE SECURITY

To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR 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 contract price.

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b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

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

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 CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by

ARTICLE VI LIQUIDATED DAMAGES

Should CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%) of the contract amount, NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE VII NON-ASSIGNMENT AND NO SUB-CONTRACTING

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contractor shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

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FERNANDO MARTIN K. ROX.
President and CEO

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

ARTICLE VIII AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the CONTRACTOR 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.

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(NPC) RIVENIDO MARRIEMA Y. ROXAS VIRGILIA ENDEYBA Dept. Manager, ITSD

ARTICLE XI WARRANTY CLAUSE

CONTRACTOR hereby warrants that it or its 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 it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; it shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; of the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

ARTICLE XII JOINT AND SEVERAL LIABILITY

The liability of the CONTRACTOR and/or any and all of the entities representing it in any manner under this Contract or relating thereto is joint and several, and for this reason NPC may proceed against any or all of them.

ARTICLE XIII VALIDITY CLAUSE

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XIV EFFECTIVITY

This Contract shall become effective upon receipt of the Notice to Proceed.

ARTICLE XV VENUE OF ACTION

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 144 day of July, 2025 at Quezon City, Philippines. NATIONAL POWER CORPORATION CERTIFICATION INTERNATIONAL (NPC) PHILIPPINES, INC. (CONTRACTOR) BY: BY: FERNANDO MARTIN Y. ROXAS PHOEB♥ ANNE S. NICOLAS President and CEO Marketing Executive SIGNED IN THE PRESENCE OF: VIRGIDA S. LEYBA CARLA A. NAVARRETE Dept. Mahager, ITSD Certification Manager (NPC) Certificate of Budgetary Inclusion FY 2027 099-FPD-27-06-550F Cost Center: 2700002 **FUNDS AVAILABLE** Certificate of Budgetary Inclusion 'ul. ell PS) 2026 099-FNO-26-06-5 Period: LORLINA E. BOMEDIANO Cost Center: 2700002 Sr. Department Manager, Finance Bu OWN (1) 2026 2004 2700002 PSYL, 494 11 - for Fy 2026 100 No. 400000) PRD-24-07-0010 (I) 50# MUDHEN \$ 109.298.82 2700002 ₱ 62,950.59 (6) 50 # AUU 4485 \$ 437, 195.29 Salvacion F. Aragon

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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of ______, 2025, personally appeared MR. FERNANDO MARTIN Y. ROXAS, President and CEO, NATIONAL POWER CORPORATION, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

Doc. No. __82__; Page No. __1\$__; Book No. __1__; Series of 2025. Notary Public
Until December 31, 2025
IBP Lifetime No.:
PTR No.:

ATTY. ROPOLFO M. DE GUZMAN, JR.

Notary Public for Quezon City
Commission No. NP-409(2025-2026)
Commission Expires on 31 December 2026
Roll No. 44291
IBP No. 503063; 01/08/2025; Tarlac
PTR No. 7132156; 01/15/2025; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor, Gabriel Y. Itchon Building
Senator Miriam P. Defensor Santiago Avenue
Diliman, Quezon City

REPUBLIC OF THE PHILIPPINES) QUEZON CITY) S.S

<u>ACKNOWLEDGEMENT</u>

| Marketing Executive, CERTIFIC with Identification Document in at STOM RU | or and in Quezon City, Philippines, this ally appeared MS. PHOEBE ANNE S. NICOLAS ATION INTERNATIONAL PHILIPPINES, INC. the form of ORIVER'S LICENSE, issued by the form of PHILIP ATION IN THE CONTROL OF THE PRINCE AND THE PRINCE AND THE PRINCE AND THE PARTY AND THE PRINCE AND |
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| consisting of eleven (11) acknowledgements are written, instrumental witnesses and she free and voluntary act and deed a | pages, including the pages wherein the all pages signed by both parties and their acknowledged before me that the same is her and that of the Company she represents. |
| WITNESS MY HAND AND NOTA above written. | ARIAL SEAL, at the place and on the date first |
| | Notary Public Until December 31, 2025 IBP Lifetime No.: PTR No.: |
| Page No.: 18 Book No.: 17 Series of 2025. | ATTY. FELIZANDO M. IBANRA Notary Public for Q.C/U-11 Dec. 31, 2025 Roll No. 80835 PTR No. 6986788D/Jan.07, 2025/Q.C. IBP No. 331161(2024-2025)/Q.C MCLE Comp. No. VIII-0000973(04/15/2022-04/14/2025) Admin. Matter No. NP. 088(2025-2026) Quirmo Highway Brgy., Kaligayahan Q.C. |

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