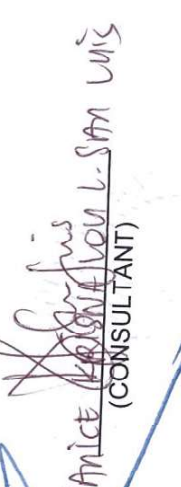


NATIONAL POWER CORPORATION
(NPC)
BY:

ALEXANDER P. JAPON
Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


DANICE
(CONSULTANT)

BIGDYX CIVIL ENGINEERING SERVICES
(CONSULTANT)
BY:
JEFFERSON KEVIN A. LERIO
Authorized Representative

CONTRACT NO. LOG MSSP 2023-09-076-NIY
STRUCTURAL EVALUATION / ASSESSMENT OF NPC – HEAD OFFICE BUILDING 1

HO-TFM23-034 / SVP230731-NA00220

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 BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines represented herein by its Vice President, Administration and Finance Group, **MR. ALEXANDER P. JAPON**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

BIGDYX CIVIL ENGINEERING SERVICES, a sole proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Block 16 Lot 8 Urban Velasco, Canocotan, Tagum City, Davao Del Norte, Philippines herein represented by its CEO/President, **ENGR. JEFFERSON KEVIN A. LERIO** who is duly authorized to represent it in this transaction, hereinafter referred to as **CONSULTANT**.

WITNESSETH: That –

WHEREAS, NPC thru its Office of the Vice President, Administration and Finance, needs a contract for the Structural Evaluation / Assessment of NPC – Head Office Building 1;

WHEREAS, CONSULTANT, after having represented and warranted itself as capable, competent and duly licensed to undertake the contract for the Structural Evaluation / Assessment of NPC – Head Office Building 1 submitted the single calculated and responsive quotation in a Small Value Procurement conducted by the Bids and Awards Committee on 31 July 2023 on the aforesaid undertaking

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
Contract No. LOG MSSP 2023-09-076-NIY

AFG-LOG-007.F01
Rev. No. 1
Sheet 1 of 11

NATIONAL POWER CORPORATION
(NPC)

BY:


ALEXANDER P. JAPON

Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


ATTY. PATRICK D. MABBAGU
(CONSULTANT)

BIGDYX CIVIL ENGINEERING SERVICES
(CONSULTANT)

BY:


JEFFERSON KEVIN A. LERIO
Authorized Representative

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

WHEREAS, NPC accepted the said bid of the CONSULTANT;

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:

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 inconsistent with the terms hereof:

1. Terms of Reference for the Structural Evaluation / Assessment of NPC – Head Office Building 1 (HO-TFM23-034);
2. Result of Bid Opening dated 07 August 2023 and Post-qualification Report dated 14 August 2023;
3. CONSULTANT's bid quotation dated 25 July 2023;
4. Notice of Award dated 06 September 2023;
5. Notice to Proceed; and
6. The Performance Security to be filed by CONSULTANT in accordance with this Contract.

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 WORKS

The conduct of structural evaluation / assessment shall include, but not limited to, the following works and activities:

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
Contract No. LOG MSSP 2023-09-076-NIY

AFG-LOG-007.F01
Rev. No. 1
Sheet 2 of 11


NATIONAL POWER CORPORATION
(NPC)

BY:


ALEXANDER P. JAPON
Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


ATTY. PATRICIO P. SISON
L. STAN LUIS
(CONSULTANT)

BIGDYX CIVIL ENGINEERING SERVICES
(CONSULTANT)

BY:


JEFFERSON KEVIN A. LERIO
Authorized Representative

1. Pre-Evaluation Phase

- Conduct a site ocular inspection and initial field measurements to establish actual site conditions for the building;
- Evaluation/review of available data/information including existing plans, soil data, core sample data, rebar tensile data, and other documents from previous reports, plans, and studies;
- Take photographs and record all structural and non-structural damages on the building, such as cracks, settlement, spalling, corrosion of rebar, and deflection;
- Preparation of inception report.

2. Material Extraction, Testing, and Data Analysis

A. Material Extraction and Testing includes the following:

- Rebound hammer testing of concrete elements (columns, beams/girder, slabs, footing) to determine the surface hardness and compressive strength of the concrete;
- Rebar scanning shall be performed on selected columns, beams/girder, slab and footing to determine the position diameter and number of rebar provided that it will be sufficient as representative of the whole building;
- Extraction and testing of actual core samples for slabs, columns, beams/girders and footings. The core samples are extracted from locations that are determined by the initial rebound hammer test results;
- Extraction of rebar samples for tensile strength test;
- Perform restoration works on the restorable areas that will be damaged during investigation, already worn out, dilapidated and impractical to restore may not be restored; and
- Testing of actual structural strengths of columns, beams/girders, slabs, and footings.

The Consultant, as they may deem necessary to complete the works, can make other applicable test(s) that are not listed above but the execution of such alternative methods shall be subject to prior approval of NPC and should not constitute as the basis for any cost variation.

B. Data Analysis includes the following:

- Modeling of the building on computer software and entering all the information from Pre-evaluation phase, material extraction and testing.

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
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Rev. No. 1
Sheet 3 of 11

BY:

ALEXANDER P. JAPON

Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:

[Signature]
ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)

[Signature]
DANICE MARINA LOUISA SAN LUIS
(CONSULTANT)

BY:

JEFFERSON KEVIN A. LERIO
Authorized Representative

[Signature]

- Structural engineering design analysis using the latest National Structural Code of the Philippines.
- Check each of the design capacities of all the structural elements (slab, beam, girder, column, and footing) especially the members with apparent indication of severe damages.
- Assess the structural adequacy and safety of the building structural elements (slab, beam, girder, column, and footing) to resist at least 8 magnitude earthquake.

3. FINAL EVALUATION

A. Final evaluation stage shall consist of the following major activities:

- Structural investigation thru computer models/software to determine the adequacy of the adopted scheme to resist at least 8 magnitude earthquake;
- Preparation of plans/detailed drawings, schedule of retrofitting for each structural member (slab, beam, girder, column and footing);
- Produce a comprehensive/detailed estimated cost of the measures/interventions for the retrofitting.
- Preparation of technical specifications;
- Value engineering;
- Preparation of implementation plans and work methodology/schedule, including PERT/CPM and projected cash flow; and
- Documentation

ARTICLE III CONTRACT DURATION

The services shall be carried-out within a period of Eight (8) weeks from issuance of Notice to Proceed, which shall be highlighted by the following milestones:

- 1) Preparation and submission of Inception Report within Two (2) weeks from issuance of Notice to Proceed.
- 2) Preparation and submission of Draft Final Report not later than Two (2) weeks prior to the expiration of the Contract.
- 3) Preparation and submission of Final Report on or before the expiration of the contract.

It shall be the Consultant's responsibility to formulate appropriate work program, manning schedule and activity matrix for its personnel that they intend to implement for the completion of the services.

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
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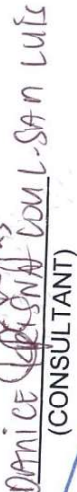
NATIONAL POWER CORPORATION
(NPC)

BY:


ALEXANDER P. JAPON
Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


DANICE ROSANA
COM. L-SAN LUIS
(CONSULTANT)

BIGDYX CIVIL ENGINEERING SERVICES
(CONSULTANT)

BY:


JEFFERSON KEVIN A. LERIO
Authorized Representative

ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

The total Contract Price for the Structural Evaluation / Assessment of NPC-Head Office Building 1 shall be in the amount of **PHILIPPINE PESO EIGHT HUNDRED SEVENTY THOUSAND PESOS ONLY (Php 870,000.00)**.

The engagement period of the contemplated services is relatively short and as such, it is considered impractical for the CONSULTANT to submit monthly progress reports to support supposed monthly billing statements as in the usual payment scheme in similar contracts. To minimize such monotonous paper works and to optimally utilize the Consultant's time and resources, payment for the consulting services rendered shall be made based on project milestones and output described in Section 5 of Terms of Reference – Projected Output.

Details of the payment scheme for this contract are further discussed in Sections 1 to 4 hereunder.

1. Advance Payment

NPC, as it considers fair and reasonable, shall allow advance payment to the CONSULTANT, which shall not exceed fifteen percent (15%) of the contract price to cover the cost of mobilization subject to the posting of an irrevocable standby letter of credit, bank guarantee or a surety bond issued by an entity acceptable to NPC and an amount equal to the advance payment. The bond/guarantee shall remain valid and effective until the advance payment shall have been completely set off by the CONSULTANT.

The advance payment shall be repaid by the CONSULTANT in two (2) equal amounts through its succeeding progress payments defined in Section 2 and 3 herein.

2. 1st Milestone Payment (Inception Report)

The first milestone payment shall be made upon submission by the CONSULTANT and the subsequent acceptance by NPC of the Inception Report, which shall be submitted as prescribed in Section 5.1 of Terms of Reference – Inception Report. The CONSULTANT shall submit to NPC an invoice in the amount of thirty percent (30%) of the total contract price for such claim.

An amount equivalent to one-half (1/2) of the approved advance payment shall be deducted in accordance with the repayment scheme stipulated in the foregoing Article IV – Total Contract Price and Payment Terms.

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
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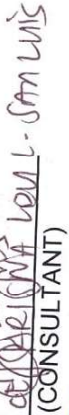
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Rev. No. 1
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NATIONAL POWER CORPORATION
(NPC)
BY:

ALEXANDER P. JAPON
Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


SAM LUIS
(CONSULTANT)

BIGDYX CIVIL ENGINEERING SERVICES
(CONSULTANT)
BY:

JEFFERSON KEVIN A. LERIO
Authorized Representative

3. 2nd Milestone Payment (Draft Final Report)

Upon the CONSULTANT's submission and acceptance by NPC of the Draft Final Report, which shall be submitted pursuant to Section 5.2 of Terms of Reference – Draft Final Report, NPC shall cause the second milestone payment in the amount of forty percent (40%) of the total contract price.

The second repayment or the remaining balance of the CONSULTANT's approved advance payment shall be deducted from this milestone payment.

4. Final Payment (Final Report)

NPC shall cause the final payment upon its acceptance and approval of the Final Report that will be submitted by the CONSULTANT per Section 5.3 of Terms of Reference – Final Report. This final payment shall be in the amount equivalent to thirty percent (30%) of the total contract price.

All payments stipulated above shall be subject to the standard accounting and auditing procedures of NPC.

All submitted invoices shall be duly certified by the CONSULTANT and accompanied by a certification from authorized NPC official that the amount being claimed is due and payable under the terms of the Contract.

ARTICLE V PERFORMANCE SECURITY

To guarantee the faithful performance of the CONSULTANT's obligation under this Contract, the CONSULTANT 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.
- 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.

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
Contract No. LOG MSSP 2023-09-076-NIY

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NATIONAL POWER CORPORATION
(NPC)

BY:


ALEXANDER P. JAPON
Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration (NPC)


DANICE PERLA
LOU L. SAN LUIS
(CONSULTANT)

BIGDYX CIVIL ENGINEERING SERVICES
(CONSULTANT)

BY:


JEFFERSON KEVIN A. LERIO
Authorized Representative

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

In case of surety bond, any extension of the contract time granted to the CONSULTANT, 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 APPRAISER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

ARTICLE VI
LIQUIDATED DAMAGES

Should CONSULTANT fail to satisfactorily deliver/complete the SERVICES within the period 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, a sum equivalent to one tenth (1/10) of one percent (1%) of the contract cost of the undelivered/unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the NPC may rescind the contract without prejudice to other course of action and remedies open to it.

ARTICLE VII
LIABILITIES

CONSULTANT shall be liable and shall indemnify NPC for any loss, damages or injury of NPC due to or arising from the fault, negligence, vandalism or other unlawful acts of its employees/workers.

CONSULTANT shall also be held liable to, and shall indemnify third (3rd) person/s for claim/s arising from the fault and/or negligence of its employees/workers assigned in the premises of the NPC.

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
Contract No. LOG MSSP 2023-09-076-NIY


NATIONAL POWER CORPORATION
(NPC)

BY:

ALEXANDER P. JAPON
Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


ATTY. PATRICIA P. SARMIENTO
(CONSULTANT)

BIGDYX CIVIL ENGINEERING SERVICES
(CONSULTANT)

BY:


JEFFERSON KEVIN A. LERIO
Authorized Representative

NPC shall have the right to deduct from any money payable to the Contractor amount/s equivalent to any damage it may suffer or liability it may incur due to the fault negligence of the latter's workers.

ARTICLE VIII
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 IX
EFFECTIVITY

This Contract shall become effective from the date as stated in the Notice to Proceed.

ARTICLE X
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 shall be exclusively in the proper court of Quezon City, Philippines, only.

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
Contract No. LOG MSSP 2023-09-076-NIY

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this _____ day of _____, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

BIGDYX CIVIL ENGINEERING SERVICES
(CONSULTANT)

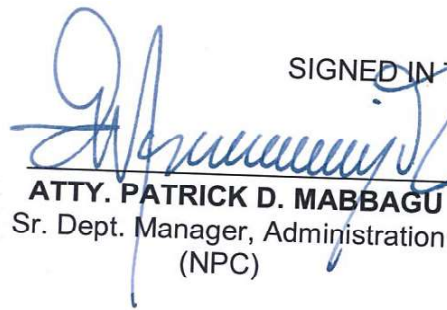
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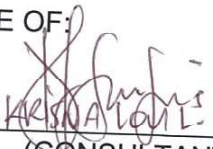

ALEXANDER P. JAPON
Vice President,
Admin & Finance Group

BY:


JEFFERSON KEVIN A. LERIO
CEO/President

SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


DANICE ARISOLA-LOUIS SAN LUIS
(CONSULTANT)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

(6)

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2023
JOB ORDER	: Jc 0004266
COST CENTER	: 200 20 10
AMOUNT	: ₱870,000.00

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
Contract No. LOG MSSP 2023-09-076-NIY

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of SEP 25 2023, 2023, personally appeared **MR. ALEXANDER P. JAPON**, Vice President – Administration and Finance Group, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300013, 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 Corporation he represents.

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

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 286 ;
Page No. 59 ;
Book No. 2 ;
Series of 2023.

ATTY. RODOLFO M. DE CUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
Contract No. LOG MSSP 2023-09-076-NIY

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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in **TAGUIG CITY**, Philippines, this SEP 18 2023 day of _____, 2023, personally appeared **ENGR. JEFFERSON KEVIN A. LERIO**, CEO/President, **BIGDYX CIVIL ENGINEERING SERVICES** with Identification Document in the form of PRC 104 6166341, issued by PRC at PRC, on 12-04-2018, 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.

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No.: _____



Doc. No.: 446
Page No.: 91
Book No.: XXII
Series of 2023.

ATTY. VOLTAIRE BAN L. DELOS REYES
Notary Public
For and in the City of Taguig, Until December, 31, 2024
Commission Appointment No. 26 (2023-2024)
MCLE NO. VII-0020072; IBP Lifetime Member No. 013905
Roll No. 61669; PTR No. A-5786152; 1-09-2023/ Taguig City
B25 L39, A. Bonifacio Ave., Upper Bicutan, Taguig City

Contract between NPC and BigDYX Civil Eng'g. Services
Structural Evaluation / Assessment of NPC – Head Office Building 1
Contract No. LOG MSSP 2023-09-076-NIY