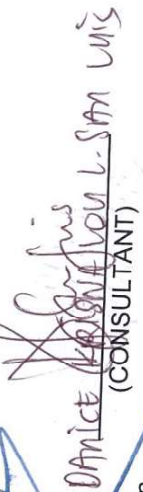


NATIONAL POWER CORPORATION  
(NPC)  
BY:

**ALEXANDER P. JAPON**  
Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:

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

  
**DANICE L. SAN LUIS**  
(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)

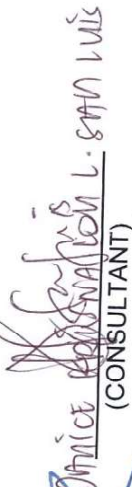
BY:

  
**ALEXANDER P. JAPON**

Vice President, Administration & Finance

SIGNED IN THE PRESENCE OF:

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

  
**ATTY. PATRICIA L. SAN 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  
Contract No. LOG MSSP 2023-09-076-NIY

AFG-LOG-007.F01  
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Sheet 3 of 11

NATIONAL POWER CORPORATION  
(NPC)

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 LOUIS SAN LUIS  
(CONSULTANT)

BIGDYX CIVIL ENGINEERING SERVICES  
(CONSULTANT)

BY:

JEFFERSON KEVIN A. LERIO  
Authorized Representative

- 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  
Contract No. LOG MSSP 2023-09-076-NIY

AFG-LOG-007.F01  
Rev. No. 1  
Sheet 4 of 11



NATIONAL POWER CORPORATION  
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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. 1<sup>st</sup> 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  
Contract No. LOG MSSP 2023-09-076-NIY

AFG-LOG-007.F01  
Rev. No. 1  
Sheet 5 of 11