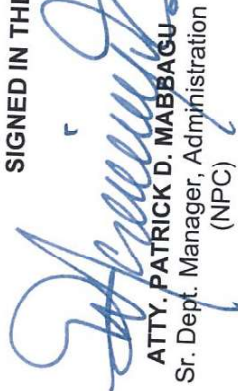
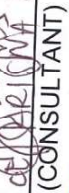


NATIONAL POWER CORPORATION  
(NPC)  
BY:

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. 2<sup>nd</sup> 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.

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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 PERALTA**  
(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  
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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)

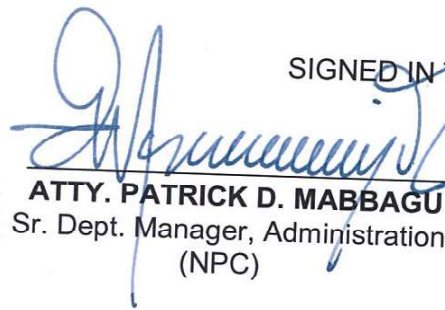
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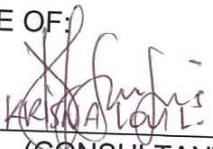
  
**ALEXANDER P. JAPON**  
Vice President,  
Admin & Finance Group

BY:

  
**JEFFERSON KEVIN A. LERIO**  
CEO/President

SIGNED IN THE PRESENCE OF:

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

  
**DANICE ARISOLA LOUI SAN LUIS**  
(CONSULTANT)

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
Sr. Department Manager, Finance

(6)

<b>CERTIFIED FUNDS AVAILABLE</b>	
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  
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Contract No. LOG MSSP 2023-09-076-NIY