

CONTRACT NO. LOG MSSP 2025-01-007-MDC

SUPPLY OF LABOR AND MATERIALS FOR THE PARCELLARY
SURVEY OF LOTS AFFECTED BY THE STRUCTURES OF THE ILIJAN
NGCCPP PIPELINE LOCATED IN ILIJAN, BATANGAS CITY
PR NO. HO-LLR25-001 / PB241105-CM00465

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 Acting Vice President – Office of the Legal Counsel, **ATTY. CHARITY C. JAYMA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

ANABAN SURVEYING SERVICES, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at G/F CYA Centrum Building, Military Cut-off, Kennon Road, Baguio City, Philippines, herein represented by its Sole Proprietor, **ENGR. ANTONIO A. ANABAN JR.**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 17 October 2024, NPC posted the Invitation to Bid for the Public Bidding of the Supply of Labor and Materials for the Parcellary Survey of Lots Affected by the Structures of the Ilijan NGCCPP Pipeline Located in Ilijan, Batangas City;

WHEREAS, there were two (2) prospective bidders who secured the Bidding Documents and participated in the bidding conducted on 27 November 2024;

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

Contract between NPC and Anaban Surveying Services
Supply of Labor and Materials for the Parcellary Survey of Lots Affected by the
Structures of the Ilijan NGCCPP Pipeline Located in Ilijan, Batangas City
Contract No. LOG MSSP 2025-01-007-MDC

ANABAN SURVEYING SERVICES
(CONTRACTOR)

BY:

ANTONIO A. ANABAN JR.
Sole Proprietor

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. MAY ROSE C. PINTOR

Off-OM Land and Rights Dept.
(NPC)

ATTY. CHARITY C. JAYMA

Acting Vice President
Office of the Legal Counsel

JERRY A. PIMENTEL
(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:

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. Bidding Documents for the Supply of Labor and Materials for the Parcellary Survey of Lots Affected by the Structures of the Ilijan NGCCPP Pipeline Located in Ilijan, Batangas City under PR No. HO-LLR25-001 / PB241105-CM00465;
2. Notice of Award dated 21 January 2025;
3. Post Qualification Report dated 03 January 2025;
4. Bid Evaluation/Opening Report dated 28 November 2024;
5. CONTRACTOR's bid proposal dated 27 November 2024;
6. Supplemental/Bid Bulletin Nos. 1, 2 and 3 dated 23 and 28 October 2024 and 15 November 2024;
7. Notice to Proceed; and
8. The Performance Security to be filed by CONTRACTOR 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 WORK**

1. Research and gather necessary documents/data based on the master list of lots affected by the power plant access road as indicated in the Section VI - TS 4.0 - Work Quantities of the Bidding Documents;
2. Conduct ocular investigation of the whole area to be surveyed;
3. Verify/validate reference points, technical descriptions, lot data computations and/or other pertinent documents of the affected lots which were acquired from the file records of the Land Management Bureau (LMB), Department of Environment and Natural Resources (DENR) Regional Office, Community Environment and Natural Resources Office (CENRO), Land Registration Authority (LRA), Registry of Deeds (ROD), and/or other concerned government agencies;
4. Conduct horizontal controls/traverses and instrumentation for the relocation/parcellary/segregation/subdivision survey to include definite

Contract between NPC and Anaban Surveying Services
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Structures of the Ilijan NGCCPP Pipeline Located in Ilijan, Batangas City
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BY:

ANTONIO A. ANABAN JR.
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SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)


BY:

ATTY. MAY ROSE C. PINTOR
OLC-OM, Land and Land Rights Dept.
(NPC)

ATTY. CHARITY C. JAYMA
Acting Vice President
Office of the Legal Counsel

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. CHARITY C. JAYMA
Acting Vice President
Office of the Legal Counsel

SIGNED IN THE PRESENCE OF:


ATTY. MAY ROSE C. PINTOR
OLC-OM, Land and Land Rights Dept.
(NPC)

ANABAN SURVEYING SERVICES
(CONTRACTOR)

BY:


ANTONIO A. ANABAN JR.
Sole Proprietor

location of the NPC untitled/unsegregated/unsubdivided lots affected by the Ilijan NGCCPP pipeline;

5. Complete survey process as herein stipulated for the lots which are actually affected by the Ilijan NGCCPP pipeline facilities. Include in the survey process lots, if any, which are not included in the current master list but are in fact affected;
6. Place concrete boundary monuments on parcels/subdivided lot corners which were affected by the said power plant pipeline facilities;
7. Submit technical/relocation report in case of boundary conflict/disputes which exist with the adjoining lots;
8. Prepare and compute individual lot plans with complete survey returns and the corresponding narrative technical descriptions for submission to DENR-Regional Office/Land Registration Authority for approval; and
9. Secure the approval of plans of the untitled/unsubdivided lots from DENR/LRA together with the corresponding narrative technical descriptions and Geodetic Engineer's Certificates for submission to NPC.

SUBMISSION OF END PRODUCTS

The Contractor shall submit the following end products to the NPC-LLRD:

1. A separate Index Map or Master Plan of the parcellary/subdivision survey in one coordinate system or using NAMRIA PRS-92 at a convenient and readable scale in one (1) original sepia/mylar film plus three (3) sets of print copies. GPS data should also be indicated reflecting the coordinates of the established control stations/reference points data which can be used as permanent reference for future surveys;
2. Book bound compilation of lot/s data gathered (one (1) original and three (3) reproduced copies);
3. Final and original copies of book bound compilation of lot plans;
4. Digital copy of the drawings and DWG files in CD format which are usable and acceptable to systems used at NPC (Civil 3D 2021 or lower AutoCAD version); and
5. Sepia copies of the segregation/subdivision and/or advance plans of the surveyed affected lots which have been duly approved by the DENR/LRA together with the corresponding narrative technical descriptions and Geodetic Engineer's Certificates.

NPC' S OBLIGATIONS

1. Provide the Contractor with a clear copy of the master list of lots affected by the Ilijan NGCCPP Pipeline;
2. Assist the Contractor in securing permit to enter the site/premises by coordinating with the respective power plant personnel or officials concerned;
3. Facilitate the information dissemination regarding the activities of the Contractor to the barangays and municipalities affected by the project;
4. Provide the Contractor with NPC standard forms such as Affidavit of Ownership, Affidavit of Two (2) Barangay Officials Attesting to the

Contract between NPC and Anaban Surveying Services
Supply of Labor and Materials for the Parcellary Survey of Lots Affected by the
Structures of the Ilijan NGCCPP Pipeline Located in Ilijan, Batangas City
Contract No. LOG MSSP 2025-01-007-MDC


26

BY:

Charity C. Jayma
ATTY. CHARITY C. JAYMA
Acting Vice President
Office of the Legal Counsel

Atty. May Rose C. Pintor
ATTY. MAY ROSE C. PINTOR
OIC-OM, Land and Land Rights Dept.
(NPC)

BY:

Jerry A. Pimentel
JERRY A. PIMENTEL
(CONTRACTOR)

Antonio A. Anaban Jr.
ANTONIO A. ANABAN JR.
Sole Proprietor

Ownership of the Affected Lot and Affidavit of Adjoining Landowners which will be used as supporting documents in the approval of lot plans of the unregistered/untitled/unsubdivided lots;

5. Provide the Contractor with photocopies of any available documents of ownership such as Deed of Sale or document of conveyance to NPC and/or tax declarations;
6. Facilitate payment to the Contractor upon its submission of the required documents; and
7. Issue Certificate of Final Acceptance prior to the release of the ten percent (10%) retention fee.

CONTRACTOR's OBLIGATIONS

1. Furnish labor, technical services, equipment during the conduct of relocation/segregation/subdivision/parcellary surveys;
2. Research and gather other lot information/documents affected by the project as described in Section VI - TS-6.0 - I-Data Gathering of the Bidding Documents except the Deed of Sale or documents of conveyance to NPC and the latest tax declarations which shall be provided by NPC;
3. Secure permit to enter the premises of affected lots and coordinate with the respective barangay officials before the conduct of field survey;
4. Submission of semi-monthly report including raw survey data to NPC-LLRD;
5. Deal with claimants/occupants who are not willing to allow the conduct of survey within their premises/claimed area, with the help/assistance from the Barangay Officials, if necessary, in order to prevent delays in the work schedule. The said matter/incident, together with the name of said claimants/occupants and the affected lot, will be included in the report which will be furnished to NPC-LLRD;
6. Progressive submission of index or consolidated map, lot information/documents and individual lot sketches as preliminary input and information for NPC;
7. For all unregistered/unsegregated/unsubdivided lots, submission of individual lot sketch plan duly and properly signed by the landowners and adjacent landowners support by Affidavit of Ownership, Affidavit of Two (2) Barangay Officials to Affirm Ownership and Affidavit of Adjoining Landowners as may be required by NPC to support ownership;
8. Submission of individual lot plans and survey returns/supporting documents to DENR-Regional Office or LRA (in case titled), for approval; and
9. Submission of final end products.

ARTICLE III PROJECT DURATION AND LOCATION

The contract duration shall be completed within **three hundred thirty (330) calendar days** reckoned from the date of issuance of the Notice to Proceed.

Contract between NPC and Anaban Surveying Services
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BY:


ANTONIO A. ANABAN JR.
Sole Proprietor**WORK QUANTITIES**

Structure	Untitled/Unsegregated/ Unsubdivided Lots for Survey	Estimated Total Area for Survey
Ilijan NGCCPP Pipeline in Barangays Ilijan, Haligue Kanluran, Sto. Niño and Ambulong, Batangas City	156	48,713 sq. m.

**ARTICLE IV
TOTAL CONTRACT PRICE**

The Total Contract Price shall be in the amount of and not exceeding
**PHILIPPINE PESOS: TWO MILLION SEVEN HUNDRED EIGHTY FIVE
THOUSAND PESOS (PHP 2,785,000.00).**

Particulars	Percentage of Total Contract Price
I. Data Gathering and Field Survey	40%
II. Data Processing, Preparation of Plans and Submission to DENR/LRA	20%
III. Submission of DENR Approved Plans and Other Documents to NPC	40%
TOTAL	100%

RELEASE OF TEN PERCENT (10%) RETENTION MONEY


For each billing, 10% retention will be deducted and will be released only upon full completion and acceptance of the project	10%	Upon issuance of Certificate of Final Acceptance by NPC
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The Total Contract Price specified above shall be paid in accordance
with the provision of Section IV-GCC, Clause 2 of the Bidding Documents.

In addition, all taxes, fees, insurance and cost of delivery to site shall
be borne by the CONTRACTOR.


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

BY:


ATTY. CHARIDY C. JAYMA
Acting Vice President
Office of the Legal Counsel
ATTY. MAY ROSE C. PINTOR
OJC-OM Land and Land Rights Dept.
(NPC)
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. CHARITY C. JAYMA
Acting Vice President
Office of the Legal Counsel

SIGNED IN THE PRESENCE OF:


ATTY. MAY ROSE C. PINTOR
OIC, Land and Land Rights Dept.
(NPC)

ANABAN SURVEYING SERVICES
(CONTRACTOR)

BY:


JERRY A. PIMENTEL
(CONTRACTOR)


ANTONIO A. ANABAN JR.
(Sole Proprietor)

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.
- 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 NPC.

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

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Supply of Labor and Materials for the Parcellary Survey of Lots Affected by the
Structures of the Ilijan NGCCPP Pipeline Located in Ilijan, Batangas City
Contract No. LOG MSSP 2025-01-007-MDC


72

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.

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.

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ANABAN SURVEYING SERVICES
(CONTRACTOR)

BY:

ANTONIO A. ANABAN JR.
Sole Proprietor

SIGNED IN THE PRESENCE OF:

ATTY. MAY ROSE C. PINTOR
OIC-Com Land and Rights Dept.
(NPC)

JHON A. PIMENTEL
(CONTRACTOR)


NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. CHARITY C. JAYMA
Acting Vice President
Office of the Legal Counsel

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. CHARITY C. JAYMA
Acting Vice President
Office of the Legal Counsel

SIGNED IN THE PRESENCE OF:


ATTY. MAY ROSE C. PINTOR
OIC-OM, Land and Rights Dept.
(NPC)


(CONTRACTOR)

ANABAN SURVEYING SERVICES
(CONTRACTOR)

BY:


ANTONIO AL. ANABAN JR.
Sole Proprietor

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.

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; or 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 on 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.

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76

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. CHARITY C. JAYMA
Acting Vice President
Office of the Legal Counsel

SIGNED IN THE PRESENCE OF:


ATTY. MAY ROSE C. PINTOR
OIC-Off Land and Land Rights Dept.
(NPC)

BY:

ANABAN SURVEYING SERVICES
(CONTRACTOR)


ANTONIO A. ANABAN JR.
Sole Proprietor

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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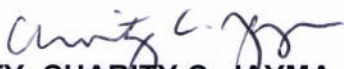

The

IN WITNESS WHEREOF, the parties hereto have signed this Contract
this 10th day of February, 2025 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

ANABAN SURVEYING SERVICES
(CONTRACTOR)

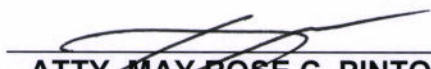
BY:


ATTY. CHARITY C. JAYMA
Acting Vice President
Office of the Legal Counsel

BY:

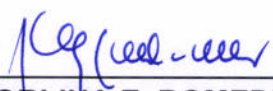

ANTONIO A. ANABAN JR.
Sole Proprietor

SIGNED IN THE PRESENCE OF:


ATTY. MAY ROSE C. PINTOR
OIC-OM, Land and Land Rights Dept.
(NPC)


JARRY A. PIMENTEL
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

(CI)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2025
JOB ORDER	202501434
COST CENTER	212100
AMOUNT	P 2,765,000.00

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

ACKNOWLEDGEMENT


QUEZON CITY

FEB 10 2025 BEFORE ME, a Notary Public for and in _____ Philippines, this day of _____, 2025, personally appeared **ATTY.CHARITY C. JAYMA**, Acting Vice President-Office of the Legal Counsel, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300308, known to me and to me known to be the same person who executed the foregoing instrument consisting of (12) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

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

Notary Public
Until December 31, 2025
IBF Lifetime No.: _____
PTR No.: _____

Doc No. 188
Page No. 39
Book No. 1
Series of 2025.


ATTY. LUDY B. ARAGONA
Notary public for Quezon City
Commission No. NP-393 (2024-2025)
Commission Expires on 31 December 2025
Roll No. 84558
IBP No. 500293; 01/06/25; Quezon City
PTR No. 6990482; 01/03/25; Quezon City
MCLE No. VIII-0014714; 10/16/24; Quezon City
4th Floor Gabriel Y. Itchon Building Senator Minam
P. Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

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Supply of Labor and Materials for the Parcellary Survey of Lots affected by the
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REPUBLIC OF THE PHILIPPINES)
BAGUIO CITY) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Baguio City, Philippines, this 1st day of February, 2025, personally appeared **ENGR. ANTONIO A. ANABAN JR.**, Sole Proprietor, **ANABAN SURVEYING SERVICES**, with Identification Document in the form of ID, issued by PRC at Baguio City, on 08/09/2002, known to me and to me known to be the same person who executed the foregoing instrument consisting of (12) 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 she represents.

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


DOREO K. TIWAKEN JR.

Notary Public

Until December 31, 2025

IBF Lifetime No.: 48138/12/06/2024 BC

PTR No.: 1630679 01/03/2025 B.C

Roll No. 83789; June 14, 2022

Doc No. 217
Page No. 45
Book No. XXII
Series of 2025.

Contract between NPC and Anaban Surveying Services
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