


BY:

  
JEROME E. ESPLANADA  
Proprietor  
(CONTRACTOR)  
VICTOR E. CAYAS  
EMMANUEL A. UMALI  
Manager, Watershed Management  
Department

BY:

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

CONTRACT NO. LOG MSSP 2024-06-085-MGF

SUPPLY OF LABOR AND MATERIALS FOR THE INSPECTION  
CHART MAPPING (ICM) OF FIFTY (50) HECTARES  
REFORESTATION PROJECT IN TIWI GEOTHERMAL  
RESERVATION  
PR NO. HO-TWT24-011 / SVP240429-JD00230

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 -

**ESPLANADA LAND SURVEYING SERVICE**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at B11 L10 P-2B cor. Gemini-Milkyway, Tacloban City, Leyte, Philippines herein represented by its President, **MR. JEROME E. ESPLANADA**, who is duly authorized to represent it in this transaction, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH: That –**

WHEREAS, NPC thru its Tiwi Watershed Area Team, Watershed Management Department, needs a contract for the Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project in Tiwi Geothermal Reservation;

WHEREAS, CONTRACTOR, after having represented and warranted itself as capable and competent to undertake the Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project in Tiwi Geothermal Reservation, submitted the single calculated and responsive quotation in the Alternative Mode of Procurement – Small Value Procurement conducted by the Bids and Awards Committee on 29 April 2024 for the said undertaking;

WHEREAS, NPC accepted the offer 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 Esplanada Land Surveying Service  
Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation  
Project in Tiwi Geothermal Reservation  
Contract No. LOG MSSP 2024-06-085-MGF



JEROME E. ESPLANADA

Proprietor

BY:

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Department

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President and CEO

BY:

## 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 thereof.

1. NPC Terms of Reference for Alternative Mode of Procurement (Small Value Procurement) and Terms of Reference for the Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project in Tiwi Geothermal Reservation (HO-TWT24-011/ SVP240429-JD00230;
2. Result of Bid Opening and Post-qualification Report dated 07 May 2024;
3. Bid Proposal of the CONTRACTOR dated 29 April 2024;
4. Notice of Award dated 27 June 2024;
5. Notice to Proceed; and
6. 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 are any discrepancies/inconsistencies between the provisions of this Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any discrepancies/ inconsistencies among the Contract Documents, the document with the latest date shall prevail.

## ARTICLE II SCOPE OF WORK

The project shall have three major components/phases, namely: (1) Verification, Relocation, Amendment Survey of Plantation Areas; (2) Actual counting of seedlings planted; and (3) Report writing. It shall consist of but will not be limited to the following:

### 1. Verification, Relocation, Amendment Survey of Plantation

- 1.1. To determine the actual boundary of the plantation area, verification, relocation and amendment survey or a combination thereof shall be conducted using appropriate surveying and mapping equipment/instruments. For purposes of this project, the following terms shall be understood to mean as follows:

*Verification survey* – a type of survey conducted to ascertain the position and description of the existing survey monuments and markers established by the reforestation/agro-forestry contractor;

*Relocation survey* – a type of survey to determine or correct positions of erroneously established monuments/markers; also

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establishment of monuments and/or markers as replacement for missing or damaged monuments/markers;

*Amendment survey* - a type of survey to change/rectify the boundary lines to indicate/show actual planted area if same is different from the target area for planting;

- 1.2 Based on the result of the above survey activities, a rectified plantation map with a scale of 1:10,000 shall be prepared and submitted. This map shall be used as the reference/base map for the succeeding activities as replacement to the standard map.
- 1.3 Based on the rectified reference/base map, the boundary of the plantation area shall be plotted on the appropriate Inspection Chart Map (ICM) form, a sample of which shall be provided by NPC-WMD for reproduction of the ICM preparer/contractor.

## 2. Actual Counting of the Seedlings Planted

- 2.1 Using the reference/base map of the plantation area which comprises of the blocking posts and UTM monuments on the ground, the map of the plantation area shall be plotted on the appropriate ICM form. Due consideration should be made on the map scale transformation, since the base map uses 1:10,000 scale while the ICM form utilizes 1:1,000 map scale.
- 2.2 The ICM form generated shall be adopted in conducting one hundred percent (100%) counting of the planted seedlings.
- 2.3 The devised ICM form is good for a 10-hectare area and an ICM form is uniquely designed for a specified spacing scheme.
- 2.4 Draw each block reflected from the reference/base map by considering the length (distance) and orientation into the Inspection Chart Map.
- 2.5 Based on the reference/base map, the number of blocks derived and the area covered per block as a result of blocking are given.
- 2.6 The number of ICM form to be used depends on the number of blocks of the project area.
- 2.7 The 10-hectare block shall be further subdivided into 1-hectare block. UTM coordinates of the corner points of the 1-hectare block shall be derived using Global Positioning System (GPS) receiver.
- 2.8 After deriving the boundaries of the 1-hectare block, a semi-permanent marker made of wood will be installed in the boundaries.
- 2.9 A designated person shall be assigned a one (1)-hectare block for inventory.
- 2.10 Upon designating the unique block assigned to each member, actual counting shall be done adopting the appropriate ICM form hereto attached.

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- 2.11 The number of spots per hectare where seedlings are expected to be planted depends on the spacing scheme used in planting.

For 4 m x 4 m spacing: 625 spots/seedlings per hectare

For 5 m x 5 m spacing: 400 spots/seedlings per hectare

For 10 m x 10 m spacing: 100 spots/seedlings per hectare

- 2.12 The seedlings planted shall be evaluated and judged as to **living, dead/dying** and **missing**.

- 2.13 Living seedling refers to seedling in good and healthy state i.e. having green leaves and standing firmly.

- 2.14 Dead/dying seedling refers to seedling whose leaves already wilted or do not have leaves and the stem already decayed. (Note: There are seedlings that naturally shed-off its leaves (deciduous) but is still living)

- 2.15 Missing seedling refers to seedling that is gone or not existing in the expected spot along the planting strip where it should be standing or planted.

- 2.16 Legend using symbols shall be adopted for easiness, effectiveness and efficiency of counting. This legend is included in the prescribed ICM form (i.e. X for dead and O for missing; for living, no marking shall be done, the grid shall be left unmarked)

### 3. Report Writing

The contents of the report shall be as follows:

- 3.1 Description of the area (plantation)
- 3.2 Purpose and Objectives
- 3.3 Results (attach forms and maps)
- 3.4 Pictures/photo documentation of the activities
- 3.5 Conclusion and Recommendation

### ARTICLE III

#### PROJECT LOCATION AND CONTRACT DURATION

The project site is located at Tiwi Watershed, Tiwi Albay.

The project shall commence immediately upon issuance of the Notice to Proceed and the completion period shall be within three (3) months reckoned from the contract effectivity date stated in the Notice to Proceed (NTP).

### ARTICLE IV

#### MODE OF PAYMENT

For and in consideration of the WORKS to be undertaken by the CONTRACTOR as specified in Article II hereof, NPC shall pay the CONTRACTOR in Philippine Pesos and in accordance with the Contract documents in the amount of and not exceeding **TWO HUNDRED FIFTY TWO THOUSAND PESOS ONLY (P 252,000.00)**.

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BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

BY:

  
**EMMANUEL A. UMALI**  
Manager, Watershed Management  
Department

  
**JEROME E. ESPLANADA**  
Proprietor

Payment shall be thirty (30) calendar days after submission of complete supporting documents.

## 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.

- 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.
- 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

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FERNANDO MARTIN Y. ROXAS  
President and CEO

for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), 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-CONTRACT

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-contract 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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VICENTE E. CAYAS

EMMANUEL A. UMALI

Manager, Watershed Management  
Department

BY:

FERNANDO MARTIN Y. ROXAS

President and CEO

**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 3<sup>rd</sup> 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).

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## **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 to 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** **GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

## **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.

  
(CONTRACTOR)  
VICTOR E. CAYAS

  
EMMANUEL A. UMALI  
Manager, Watershed Management  
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FERNANDO MARTIN Y. ROXAS  
President and CEO

BY:

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IN WITNESS WHEREOF, the parties hereto have signed these presents on this 2nd day August, 2024, Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**ESPLANADA LAND SURVEYING  
SERVICE**  
(CONTRACTOR)


BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

BY:

  
**JEROME E. ESPLANADA**  
Proprietor

**SIGNED IN THE PRESENCE OF:**

  
**EMMANUEL A. UMALI**  
Manager, Watershed Management  
Department

  
(CONTRACTOR)  
VICTOR E. CAYAS

**FUNDS AVAILABLE:**

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

(E)

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	2024
JOB ORDER	JO 000018
COST CENTER	4200 GUM
AMOUNT	P 252,000.00



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

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of AUG 02 2024, 2024, 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.

Notary Public  
Until December 31, 2024  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 158 ;  
Page No. 32 ;  
Book No. 5 ;  
Series of 2024.

**ATTY. RODOLFO M. DE GUZMAN, JR.**

Notary Public for Quezon City

Commission No. NP-339(2023-2024)

Commission Expires on 31 December 202

Roll No. 44291

IBP No. 307797; 01/31/2023; Tarlac

PTR No. 5661363; 01/12/2024; Quezon City

MCLE No. VII-0016459; 4/27/2022; Pasig City

4th Floor Gabriel Y. Itchon Building

Senator Defensor-Santiago Avenue (formerly BIR Road)

Corner Quezon Avenue, Diliman, Quezon City

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

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 19 JUL 2024 day of           , 2024, personally appeared, **MR. JEROME E. ESPLANADA**, Proprietor, **ESPLANADA LAND SURVEYING SERVICE**, with Identification Document in the form of PRC LICENSING, issued by PRC at TRABUJAN CITY, on 11/12/2019, 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, 2024  
IBP Lifetime No.:                       
PTR No.:                     

Doc. No.: 300  
Page No.: 60  
Book No.: 400  
Series of 2024.

**ATTY. JASON G. DE BELEN**  
Roll No. 36259  
Adm. No. NP-008 Notary Public  
Notary Public for Quezon City  
My Commission expires on December 31, 2025  
No. 7M Panay Ave. cor. Sgt. Borromeo St., Q.C.  
IBP No. 385735; Q.C.; 1-2-2024  
PTR No. 5554846; Q.C.; 1-2-2024  
MCLE VII-0019570; 5-30-22

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