

**CONTRACT NO. LOG MSSP 2022-09-092-ZCT**

**SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, TRAINING AND TECHNICAL SUPPORT FOR THE DEVELOPMENT OF GEOGRAPHIC INFORMATION SYSTEM (GIS) PLATFORM FOR THE WATERSHED MANAGEMENT DEPARTMENT  
HO-WMD22-001 / PB220704-JD00226,**

**GEODATA SYSTEMS TECHNOLOGIES, INC. (SUPPLIER)**

**JAMES ELROND B. LAGARE**  
Managing Director

BY:



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 NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President & CEO, **FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**GEODATA SYSTEMS TECHNOLOGIES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 19<sup>th</sup> Floor, Strata 100 Building, F. Ortigas Jr. Road, Ortigas Center, 1605 Pasig City, Philippines, herein represented by its Managing Director, **MR. JAMES ELROND B. LAGARE**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

**WITNESSETH: That –**

WHEREAS, on 11 June 2022, NPC posted the Invitation to Bid for the Public Bidding for the Supply, Delivery, Installation, Configuration, Training and Technical Support for the Development of the Geographic Information System (GIS) Platform for the Watershed Management;

WHEREAS, two (2) prospective bidder secured the bidding documents and participated in the bidding conducted on 04 July 2022;

WHEREAS, the other bidder was declared non-responsive due to non-compliance with the Technical Requirements;

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

WHEREAS, NPC accepted the said bid of the SUPPLIER;

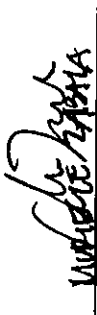
Contract between NPC and Geodata Systems Technologies, Inc.  
Supply, Delivery, Installation, Configuration, Training and Technical Support for the Development of the Geographic Information System (GIS) Platform for the Watershed Management Department  
Contract No. LOG MSSP 2022-09-092-ZCT

SIGNED IN THE PRESENCE OF:

**EMMANUEL A. UMALI**  
Manager, WMD  
(NPC)



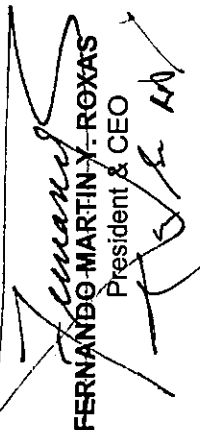
(SUPPLIER)



**NATIONAL POWER CORPORATION (NPC)**

BY:

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



GEODATA SYSTEMS  
TECHNOLOGIES, INC.  
(SUPPLIER)



JAMES ELROND B. LAGARE  
Managing Director

BY:

SIGNED IN THE PRESENCE OF:



EMMANUEL A. UMALI  
Manager, WMD  
(NPC)

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, Delivery, Installation, Configuration, Training and Technical Support for the Development of the Geographic Information System (GIS) Platform for the Watershed Management Department under PR NO. HO-WMD22-001;
2. Supplemental/Bid Bulletin No.1 dated 23 June, 2022;
3. Notice of Award dated 21 September 2022,;
4. Post Qualification Report dated 25 August 2022,;
5. Bid Opening Report dated 05 July 2022,;
6. SUPPLIER's bid proposal dated 28 June 2022,;
7. Notice to Proceed; and
8. The Performance Security to be filed by SUPPLIER in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

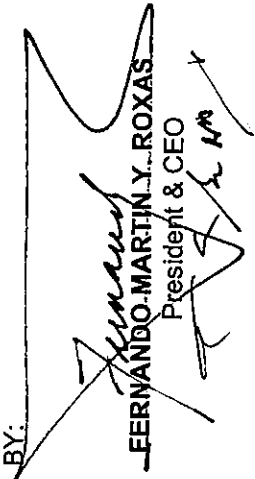
In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

**ARTICLE II**  
**SCOPE OF WORKS AND DELIVERABLES**

Project will include the supply, delivery, installation, training and technical support on the development of Geographic Information System (GIS) platform for NPC Watershed Management Department (WMD). The project shall consist of but not limited to the following:

Contract between NPC and Geodata Systems Technologies, Inc.  
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NATIONAL POWER CORPORATION  
(NPC)



FERNANDO MARTIN Y. ROXAS  
President & CEO

NATIONAL POWER CORPORATION  
(NPC)

BY:

*[Signature]*  
**FERNANDO MARTIN-Y. ROXAS**  
President & CEO

SIGNED IN THE

PRESENCE OF:

*[Signature]*  
**EMMANUEL A. UMALI**  
Manager, WMD  
(NPC)

GEODATA SYSTEMS  
TECHNOLOGIES, INC.  
(SUPPLIER)

BY:

*[Signature]*  
**JAMES ELROND B. LAGARE**  
Managing Director

- Provide technical support/advisory to include annual planning/review, meeting and collaboratively developed work plan, technology updates, and access to consulting services, technical support, and training to help WMD meet its objectives and maximize GIS investments;
- Delivery installation and configuration of desktop software licenses:

DESCRIPTION	UM	QUANTITY
Desktop Standard Concurrent Use Primary Maintenance	License	1
Desktop Basic Concurrent Use Primary Maintenance	License	1
Spatial Analyst for Desktop Concurrent Use Primary Maintenance	License	1
Online Creator Term License	License	3
Online Field Worker Term License	License	2
Online Service Credits	Service Credits	2

- Develop and implement an online system that will serve as the central database of WMD, in which information is easily accessible. This will include the provision of a subscription for one (1) year for the systems support program to cover the following:
  - Conduct planning session
  - Prepare Technical Work plan
  - Provision of consulting and learning services
    - ✓ Requirements gathering and system investigation
    - ✓ Prepare application checklist
    - ✓ Installation and configuration of GIS application
    - ✓ Application demo and acceptance
    - ✓ Prepare user's guide
    - ✓ GIS application coaching
- Conduct GIS training (Head office and field unit) to cover the following:
  - Introduction to GIS
  - Techniques and general best practices (map, manage, analyze and share data)
  - GIS sharing
  - Field data collection and management
  - Putting GIS to use across the organization
- Provision of one (1) year of help desk support.

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*[Handwritten mark]*

GEODATA SYSTEMS  
TECHNOLOGIES, INC.  
(SUPPLIER)

BY:   
**JAMES ELRON B. LAGARE**  
Managing Director

**Documents to be submitted before or upon delivery:**

1. "Warranty Certificate" for one (1) year against factory defect/workmanship; and
2. Functional test results

**NOTE:**

*NPC shall have the option to terminate the connection before the contract expiration with due notice to be given to the SUPPLIER.*

*Failure of the SUPPLIER to meet the SLA commitments for five (5) consecutive days shall be grounds for termination of the contract.*

SIGNED IN THE PRESENCE OF:

  
(SUPPLIER)

**ARTICLE III  
PROJECT DURATION**

The contract for the GIS Platform shall be for **one (1) year**, which shall become effective from receipt of the Notice to Proceed.

**ARTICLE IV  
DELIVERY PERIOD AND LOCATION**

The delivery, installation and configuration of GIS Software Requirements shall be **sixty (60) calendar days**, reckoned from the contract effectivity date stated in the Notice to Proceed.

The delivery location shall be NPC-HO, Watershed Management Department (WMD), BIR Road cor. Quezon Ave., Diliman, Quezon City.

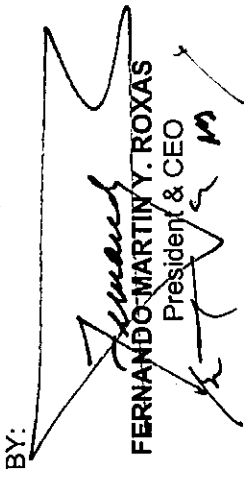
**ARTICLE V  
TOTAL CONTRACT PRICE AND MEASUREMENT OF PAYMENT**

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: TWO MILLION FIVE HUNDRED TWELVE THOUSAND TWO HUNDRED FIFTY FIVE PESOS (P 2,512,255.00)**,

**MEASUREMENT OF PAYMENT**

ACTIVITY	MEANS OF VERIFICATION	DURATION	% PAYMENT EQUIVALENT
1. Delivery, Installation, and Configuration of GIS Software Requirements	Delivery and Acceptance	2 months	40% of the contract price
2. Preliminary output on GIS training of development of GIS platform	Progress report and user acceptance	4 months	25% of the contract price

NATIONAL POWER CORPORATION  
(NPC)

BY:   
**FERNANDO MARTIN Y. ROXAS**  
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GEODATA SYSTEMS  
TECHNOLOGIES, INC.  
(SUPPLIER)

  
JAMES ELROND B. LAGARE  
Managing Director

BY:

3. Completion of GIS training and development of GIS platform	Progress report and user acceptance	5 months	25% of the contract price
4. Final acceptance and inspection	Completion and final acceptance	1 month	10% of the contract price

**ARTICLE VI**  
**PERFORMANCE SECURITY**

To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER 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 total contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly accredited by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.
- c. Performance Securing Declaration.


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

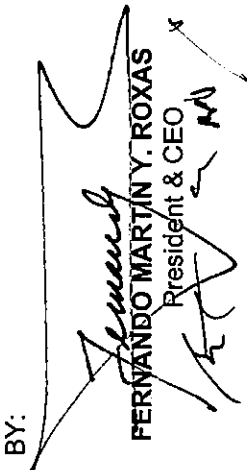
In case of surety bond, any extension of the contract time granted to the SUPPLIER, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective 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 SUPPLIER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

SIGNED IN THE PRESENCE OF:

  
EMMANUEL A. UMALI  
(SUPPLIER)

  
EMMANUEL A. UMALI  
Manager, WMD  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:   
FERNANDO MARTIN Y. ROXAS  
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GEODATA SYSTEMS  
TECHNOLOGIES, INC.  
(SUPPLIER)

  
JAMES ELRONB B. LAGARE  
Managing Director

BY:

**ARTICLE VII**  
**WARRANTY/GUARANTEE BOND**

The SUPPLIER shall guarantee to complete the repair of equipment/ device, and/or replacement within sixty (60) calendar days, of the supplied equipment at his own expense against defects in design, workmanship, and materials for a period of one (1) year after acceptance by NPC. The SUPPLIER shall guarantees that the unit will perform in the manner set forth in the equipment's manual and the contract.

The SUPPLIER shall submit a Warranty Certificate (at least 1 year) effective from the date of acceptance by NPC.

After the lapse of the warranty period, provided that there are no defects found and/or pending repair works, NPC shall release the warranty security/certificate.

**ARTICLE VIII**  
**LIQUIDATED DAMAGES**

Should SUPPLIER fail 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 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 IX**  
**NON-ASSIGNMENT AND NO SUB-CONTRACT**

The SUPPLIER 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 SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

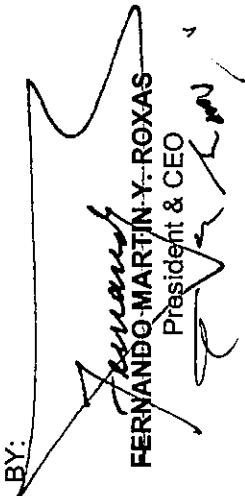
If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any

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EMANOEL A. UMALI  
(SUPPLIER)

  
EMMANUEL A. UMALI  
Manager, WMD  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

  
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GEODATA SYSTEMS  
TECHNOLOGIES, INC.  
(SUPPLIER)

  
JAMES ELROND B. LAGARE  
Managing Director

BY:

failure of NPC to make such request shall not relieve the SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

**ARTICLE X**  
**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 XI**  
**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 SUPPLIER 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 SUPPLIER 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.

**ARTICLE XII**  
**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 SUPPLIER, 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 SUPPLIER 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 SUPPLIER in the submission of documents, or suppression of material facts, which if known could have disqualified the SUPPLIER gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

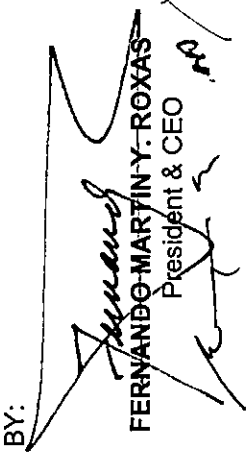
Within thirty (30) days after termination, cancellation or rescission of

SIGNED IN THE PRESENCE OF:

  
EMMANUEL A. UMALI  
(SUPPLIER)

  
EMMANUEL A. UMALI  
Manager, WMD  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

  
FERVANDO MARTIN Y. ROXAS  
President & CEO

Contract between NPC and Geodata Systems Technologies, Inc.  
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Contract No. LOG MSSP 2022-09-092-ZCT *max supply*

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GEODATA SYSTEMS  
TECHNOLOGIES, INC.  
(SUPPLIER)

*[Signature]*  
JAMES ELROND B. LAGARE  
Managing Director

BY:

SIGNED IN THE PRESENCE OF:

*[Signature]*  
(SUPPLIER)

*[Signature]*  
EMMANUEL A. UMALI  
Manager, WMD  
(NPC)

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 XIII  
WARRANTY CLAUSE**

SUPPLIER hereby warrants that he or his 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 he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SUPPLIER will not subcontract any portion or portions of the scope of work of the Contract awarded to him 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; he 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 SUPPLIER and/or his representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XIV  
JOINT AND SEVERAL LIABILITY**

The liability of the SUPPLIER 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 XV  
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 XVI  
EFFECTIVITY**

This Contract shall become effective upon the issuance of the Notice to Proceed.

Contract between NPC and Geodata Systems Technologies, Inc.  
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NATIONAL POWER CORPORATION  
(NPC)

*[Signature]*  
FERNANDO MARTINY-ROXAS  
President & CEO  
*[Signature]*

*[Handwritten initials]*

*[Handwritten marks]*



**ARTICLE XVII  
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.

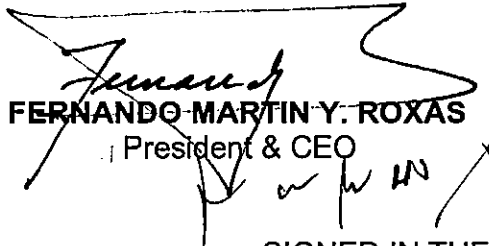
IN WITNESS WHEREOF, the parties hereto have signed this Contract this 2ND day of NOVEMBER, 2022 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION  
(NPC)**

**GEODATA SYSTEMS  
TECHNOLOGIES, INC.  
(SUPPLIER)**


BY:

BY:

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

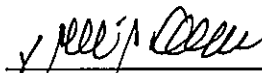
  
**JAMES ELROND B. LAGARE**  
Managing Director

SIGNED IN THE PRESENCE OF:

  
**EMMANUEL A. UMALI**  
Manager, WMD  
(NPC)

  
**(SUPPLIER)**

FUNDS AVAILABLE

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

UC-EC  
2022  
CPE 385  
4306000  
P 2,512,255.00

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FD

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this  
day of 28 OCT 2022, 2022, personally appeared **MR. FERNANDO  
MARTIN Y. ROXAS**, President & CEO, **NATIONAL POWER  
CORPORATION**, with Document Identification in the form of Company ID No.  
npw 20017432, known to me and 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 party 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, 2022  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

**ATTY. RODOLFO M. DE GUZMAN, JR.**  
Notary Public for Quezon City  
Commission No. NP-127(2021-2022)  
Commission Expires on 31 December 2022  
Roll No. 44291  
IBP No. 201548; 02/08/2022; RSM  
PTR No. 2814399; 02/08/2022; Quezon City  
MCLE No. VI-0025196; 04/08/19; Pasig City  
4th Floor NPC Office Building  
Quezon Ave. cor. BIR Road  
Diliman, Quezon City

Doc. No. 214 ;  
Page No. 44 ;  
Book No. 5 ;  
Series of 2022.

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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 day ~~OCT 11 2022~~ OCT 11 2022, personally appeared **MR. JAMES ELROND B. LAGARE**, Managing Director, **GEODATA SYSTEMS TECHNOLOGIES, INC.**, with Identification Document in the form of PASSPORT, issued by P7832480B at DFA, MANILA, on 12, OCT, 2021, known to me and 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 party 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, 2022  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No.: 3  
Page No.: 2  
Book No.: LXV  
Series of 2022.

**ATTY. RIZAL JOSE P. VALMORES**  
Notary Public  
Until December 31, 2022  
ADM. MATTER NO. NP-899  
PTR No. 2100630/01-03-2022/QC  
IBP No. 174175/01-03-2022/RD  
Roll No. 28435 MCLE No. VI-0022257  
Room 201 Margarita Bldg. #28 Matalino St.,  
Cor. Masikap Ext. Central Dist. Quezon City

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*[Handwritten initials]*