

ASSOCIATION OF BICOLANOS FOR ENVIRONMENTAL
PROTECTION (ABEP), INC.
(CONTRACTOR)

BAUDILLO Z. AMARANTO JR.
President

BY:

SIGNED IN THE PRESENCE OF:

CHERRY MARIE P. TOLENTINO
(CONTRACTOR)

ROSAURO C. ORTIZ
OIC, OM-WMD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

CONTRACT NO. LOG MSSP 2024-12-162-MDC

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT,
MAINTENANCE AND PROTECTION FOR THE VARIOUS
REFORESTATION (50 HECTARES) AND AGROFORESTRY
(20 HECTARES) PROJECT OF BUHI BARIT WATERSHED AREA TEAM
PR NO. HO-BBW25-001 / PB241120-HB00481

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 -

**ASSOCIATION OF BICOLANOS FOR ENVIRONMENTAL
PROTECTION (ABEP), INC.**, a corporation duly organized and
existing under and by virtue of the laws of the Republic of the
Philippines, with office address at #50 Dimasalang Street, Sta.
Cruz, Naga City, Philippines, herein represented by its President,
MR. BAUDILLO Z. AMARANTO JR., who is duly authorized to
represent it in this transaction, hereinafter referred to as
CONTRACTOR.

WITNESSETH: That -

WHEREAS, on 31 October 2024, NPC posted the Invitation to Bid for
the Public Bidding of the Supply of Labor and Materials for the Establishment,
Maintenance and Protection for the Various Reforestation (50 Hectares) and
Agroforestry (20 Hectares) Project of Buhi Barit Watershed Area Team;

WHEREAS, there were two (2) prospective bidders who secured the
Bidding Documents and participated in the bidding conducted on 20
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 Association of Bicolanos for Environmental Protection (ABEP), Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection
for the Various Reforestation
Contract No. LOG MSSP 2024-12-162-MDC

CONTRACT

PROTECTION (ABEP), INC.

(CONTRACTOR)

BY:

BAUDILLO Z. AMARANTO JR.

President

CHERRY M. P. TALENTINO

(CONTRACTOR)

ROSAURO C. ORTIZ

OIC, OM-WMD

(NPC)

FERNANDO MARTIN Y. ROXAS

President and CEO

BY:

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 Establishment, Maintenance and Protection for the Various Reforestation (50 Hectares) and Agroforestry (20 Hectares) Project of Buhi Barit Watershed Area Team under PR No. HO-BBW25-001/PB241120-HB00481;
2. Notice of Award dated 02 January 2025;
3. Post Qualification Report dated 03 December 2024;
4. Bid Opening/Evaluation Report dated 21 November 2024;
5. CONTRACTOR's bid proposal dated 18 November 2024;
6. Supplemental/Bid Bulletin No. 1 dated 11 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

The works and services to be performed by the CONTRACTOR for this undertaking shall essentially consist of, but not limited to the following:

1. Perimeter surveying and mapping
2. Monumenting/marketing of corners
3. Blocking of the project area
4. Production and/or procurement of seedlings
5. Plantation establishment and operation
6. Plantation Maintenance
 - 6.1 Ring weeding/cultivation and fertilizer application
 - 6.2 Replanting and fertilizer application
7. Plantation Protection
 - 7.1 Pest and disease detection and control
 - 7.2 Foot patrol works

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BY:

BAUDILLO Z. AMARANTO JR.
PresidentCHERRY M. P. TALAMINO
(CONTRACTOR)ROSAURO C. ORTIZ
OIC, QM-WMD
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

ARTICLE III

PROJECT DURATION AND LOCATION

The contract duration shall be **three (3) years** reckoned from issuance of Notice to Proceed.

The project sites are located at the following areas:

Package	Location	Area
1	Reforestation – Brgy. Iraya and Ipil, Buhi, Camarines Sur	50 Has
2	Agroforestry – Brgy. Tambo, Buhi, Camarines Sur	20 Has

ARTICLE IV

TOTAL CONTRACT PRICE

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: THREE MILLION FOUR HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED FORTY FIVE PESOS AND 70/100 (PHP 3,454,345.70).**

The Total Contract Price specified above shall be paid in accordance with the provision of Section IV-GCC, Clause 2 of the Bidding Documents.

All taxes, custom duties, tariffs, exports, excise and all other taxes assessed and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, equipment and supplies to be furnished under the Contract shall be borne by the CONTRACTOR.

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.

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.

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BY:

BAUDILLO Z. AMARANTO JR.

President

- 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 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

BY:

FERNANDO MARTIN Y. ROXAS

President and CEO

ROSAURO C. ORTIZ

OIC, OM-WMD

(NPC)

CARMELITA M. TOLENTINO

(CONTRACTOR)

BY:

BAUDILLO Z. AMARANTO JR.

President

CHERRY M. DELA CRUZ

(CONTRACTOR)

ROSAURO C. ORTIZ

OIC/OM-WMD
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS

President and CEO

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.

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.

Contract between NPC and Association of Bicolanos for Environmental Protection (ABEP), Inc.
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BY:

BAUDILLO Z. AMARANTO JR.

President

CATERKY NINO

(CONTRACTOR)

ROSAURO C. ORTIZ

OIG, OM-WMD

(NPC)

BY:

FERNANDO MARTIN Y. BOXAS

President and CEO

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.

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.

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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 of **FEB 04 2025**, 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 nine (9) 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, 2025
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 179 ;
Page No. 37 ;
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 Miriam
P. 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 27th day of January, 2025, personally appeared **MR. BAUDILLO Z. AMARANTO JR.**, President, **ASSOCIATION OF BICOLANOS FOR ENVIRONMENTAL PROTECTION (ABEP), INC.**, with Identification Document in the form of OTC # 11055742, issued by _____ at Sta. Cruz, Naga City on 01-07-2025, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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.

Doc. No.: 670
Page No.: 124
Book No.: XVI
Series of 2025.

Notary Public
Until December 31, 2025
IBP Lifetime No.: _____
PTR No. _____
ATTY. EMMANUELLE HENDRIX C. GREGORIO
Notary Public for Naga City
Attorney's Roll No. 65840
Commission No. 24-58 until December 31, 2026
IBP No. - 479229/11-27-24 (2025 Compliance)/Cam. Sur Chapter
PTR No. - 4672042/11-19-24 (2025 Compliance)/Naga City
GREGORIO LAW OFFICE
894, Dinaga, Panganiban Drive, Naga City

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NATIONAL POWER CORPORATION
(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:


ROSAURO C. ORTIZ
OIC, O&M-WMD
(NPC)

ASSOCIATION OF BICOLANOS FOR ENVIRONMENTAL
PROTECTION (ABEP), INC.

BY:


CHERYLL M. DELA CRUZ
(CONTRACTOR)


BAUDILLO Z. AMARANTO JR.
President

ANNEX A

SCHEDULE OF REQUIREMENTS

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION FOR
THE VARIOUS REFORESTATION (50 HECTARES) AND AGROFORESTRY
(20 HECTARES) PROJECT OF BUHI BARIT WATERSHED AREA TEAM

PR No. HO-BBW25-001 / PB241120-HB000481

ITEM NO.	DESCRIPTION	QUANTITY	LOT	TOTAL PRICE
AGROFORESTRY PROJECT (20 HAS.)				
1	Agroforestry - Year 1	1	Lot	216,573.00
2	Agroforestry - Year 2	1	Lot	162,430.00
3	Agroforestry - Year 3	1	Lot	162,430.00
REFORESTATION PROJECT (50 HAS.)				
4	Reforestation - Year 1	1	Lot	1,165,164.70
5	Reforestation - Year 2	1	Lot	873,874.00
6	Reforestation - Year 3	1	Lot	873,874.00
TOTAL				3,454,345.70

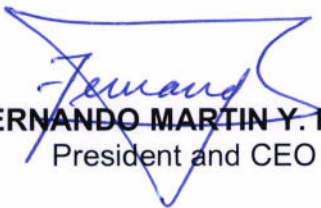
**ARTICLE XV
VENUE OF ACTION**

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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 4th day of February, 2025 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION
(NPC)**

BY:



FERNANDO MARTIN Y. ROXAS
President and CEO

**ASSOCIATION OF BICOLANOS FOR
ENVIRONMENTAL PROTECTION
(ABEP), INC.
(CONTRACTOR)**

BY:


BAUDILLO Z. AMARANTO JR.
President

SIGNED IN THE PRESENCE OF:


ROSAURO C. ORTIZ
OIC, OM-WMD
(NPC)


CHERRY M. TOLENTO
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

JO 0004448 P 216,573.00
(E) JO 0004449 P 1,165,164.70

CERTIFIED FUNDS AVAILABLE	
PERIOD	2025
JOB ORDER	JO 0004448 / 0004449
COST CENTER	4306030
AMOUNT	P 1,381,737.70

Certificate of Budgetary Inclusion	
Period:	FY 2026
Account:	099-FPD-26-01-5873
Cost Center:	4306030
Amount:	P 1,036,304.00

Certificate of Budgetary Inclusion	
Period:	FY 2027
Account:	099-FPD-27-01-5459
Cost Center:	4306030
Amount:	P 1,036,304.00

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