

TINONGDAN INDIGENOUS PEOPLES ORGANIZATION (TINPO) INC.

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION (NPC)

CONTRACT NO. LOG MSSP 2024-10-125-MGF

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT OF 77 LKM FIRELINE AT VARIOUS LOCATIONS FOR UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 10) THROUGH COMMUNITY PARTICIPATION
PR NO. HO-UAR24-010 / CMP240925-RG00414

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 principal 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 its transaction, referred to as "NPC".

- and -

TINONGDAN INDIGENOUS PEOPLES ORGANIZATION (TINPO) INC., an Indigenous Peoples Organization (IPO) duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Tinongdan, Itogon, Benguet, Philippines, herein represented by its Authorized Representative, **MR. MAXIE D. PEDRO**, who is duly authorized to represent it in this transaction, hereinafter referred to as the "CONTRACTOR".

WITNESSETH: That -

WHEREAS, NPC thru its Upper Agno River Watershed Area Team needs a contract for the Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation.

WHEREAS, NPC thru its Upper Agno River Watershed Area Team needs to provide protection measures for the natural vegetation of the watershed as well as the vegetative rehabilitation projects, e.g. reforestation, agroforestry, Assisted Natural Regeneration (ANR), Bamboo Plantation, etc. against the destructive effects of forest fires in the watershed areas and to ensure the survival of the established plantation.

WHEREAS, CONTRACTOR, after having represented and warranted itself as capable, competent and duly licensed to undertake the Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation, submitted the single calculated and responsive

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc. Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation Contract No. LOG MSSP 2024-10-125-MGF

BY:

(CONTRACTOR)

MAXIE D. PEDRO

Authorized Representative

BY:

(NPC)

ROSAURO C. ORTIZ

OIC, Watershed Management Department

FERNANDO MARTIN Y. ROXAS

President and CEO

(CONTRACTOR)

BY:

MAXIE D. PEDRO

Authorized Representative

ROSAURO C. ORTIZ

OIC, Watershed Management Department

FERNANDO MARTIN Y. ROXAS

President and CEO

quotation in the Negotiated Procurement – Community Participation conducted by the Bids and Awards Committee on 25 September 2024 for the said undertaking.

WHEREAS, NPC accepted the offer of the CONTRACTOR.

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants stipulated hereinafter provided, the parties hereby agree as follows:

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made integral part of this Contract as though fully written and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Purchase Requisition No. HO-UAR22-010 dated 15 April 2024;
2. Terms of Reference for the Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation under PR No. HO-UAR24-010 / CMP240925-RG00414;
3. CONTRACTOR's Price & Technical Proposals dated 23 September 2024;
4. Result of Bid Opening and Post Qualification Report dated 30 September 2024;
5. Notice of Award dated 17 October 2024;
6. Notice to Proceed; and
7. Performance Security and such other related/pertinent document hereto attached or on file in the office of NPC.

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) Surveying and mapping
- 2) Staking and marking
- 3) Clearing of weeds and shrubs
- 4) Gathering and disposal of flammable debris

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

(CONTRACTOR)

BY:

MAXIE D. PEDRO

Authorized Representative

ROSAURO C. ORTIZ

OIC, Watershed Management
Department

FERNANDO MARTIN Y. ROXAS

President and CEO

Surveying and Mapping

- Fire lines shall be delineated and located along boundaries of plantation projects.
- Fire line map with a scale of 1:10,000 shall be prepared.
 - To be drawn and plotted on a tracing paper using the plantation maps as reference/basis.
 - Natural boundaries such as ridges, creeks, gullies and roadways may be used as fire lines.

Staking/Marking of Corners

- Prior to clearing of the fire lines, corners must be staked/marked with two by two inches by five feet (2"x2"x5') wooden post with a height of one (1) meter and bamboo stick between corners at intervals of twenty five (25) meters. Wooden post and bamboo stick shall be provided by the winning Community Social Group (CSG).
- Minimum widths of fire lines shall be ten (10) meters and with variable length as specified in the project map.

Clearing of Weeds and Shrubs

- Cut weeds and flammable debris in the fire line must be gathered and disposed of properly so as not to create a fire hazard zone. Tools to be used shall be provided by the winning CSG.

Gathering and Disposal of Flammable Debris

- Debris must be dispersed or control burning may be employed to dispose of the flammable debris in the fire line.
- If it warrants, cut vegetative matters may be disposed to be utilized as compost materials.

ARTICLE III
PROJECT START UP

Upon issuance by NPC and acknowledgement of Organized CONTRACTOR of the Notice to Proceed, the latter shall be allowed a maximum of seven (7) calendar days to mobilize his/her group/workforce.

The day one of first billing period, as stipulated in the Mode of Payments, shall be on the eight days after acknowledgement of Notice of Proceed. However, said day one of the first billing period may be adjusted earlier depending on the readiness of the CONTRACTOR to start the project, in which case, the CONTRACTOR shall formally notify NPC of exact date of their day one.

Before officially commencing work, the CONTRACTOR shall seek first

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

(CONTRACTOR)

BY:

MAXIE D. PEDRO

Authorized Representative

(CONTRACTOR)

ROSAURO C. ORTIZ

OIC, Watershed Management
Department

FERNANDO MARTIN Y. ROXAS

President and CEO

BY:

a clearance from the Chairman of the Barangay where the project is located.

ARTICLE IV ACCOMPLISHMENT REPORTS AND DOCUMENTATION

- The CONTRACTOR shall submit an accomplishment report (Annex C) based on the activities completed for every progress billing.
- Progress report must be accompanied with geo-tagged pictures and shall be submitted regularly by the CONTRACTOR for monitoring purposes.
- Reports and requests for billing shall be signed by the CONTRACTOR or its duly designated representative.
- The report shall contain information on how many laborers were utilized and the detailed accomplishment per day per activity. It may be also included significant experiences, problems encountered and recommendations for the improvement of the project implementation.
- The report shall be attached to the Request for Inspection (Annex A) and Notice of Billing Period (Annex B), for every completed activity per billing period.
- Final billing request shall have attached pictures taken before, during and after project completion. It should be taken in a single vantage point to show the development of the project.

ARTICLE V SOURCE OF MANPOWER/WORKFORCE

The CONTRACTOR's workforce in the conduct of these activities must comprise at least ninety (90%) percent local community residents where the project is located.

The CONTRACTOR must deploy a competent site Supervisor with experience in handling significant number of personnel in related projects.

ARTICLE VI WORK PLAN AND SCHEDULE


The CONTRACTOR shall commence work within seven (7) working days from receipt of the Notice to Proceed.

The schedule of implementation shall be in conjunction to the feasibility to undertake the work, e.g. fire line construction should be undertaken on the onset and until the end of the dry season.

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF


BY:

BY:


MAXIE D. PEDRO
Authorized Representative


ROSAURIO C. ORTIZ
OIC, Watershed Management Department

ROSAURIO C. ORTIZ
OIC, Watershed Management Department


FERNANDO MARTIN Y. ROXAS
President and CEO

ACTIVITY	CY 2024					
	M	M	M	M	M	M
	1	2	3	4	5	6
1. Surveying and mapping						
2. Staking and marking of corners						
3. Clearing of weeds and shrubs						
4. Gathering and disposal of flammable debris						

ARTICLE VII
PROJECT LOCATION AND CONTRACT DURATION

The projects were located in the three (3) Municipalities of Benguet within the Upper Agno River Watershed Area Team.

LOCATION	UM	LKM
1. Alam-am to Suggle, Ambuklao, Bokod	lkm	4
2. Bacong to Mt. Ambobongan, Kabayan, Benguet	lkm	4
3. Baloy to Camisong, Tinongdan, Itogon, Benguet	lkm	5
4. Bangao to Kawal, Bokod, Benguet	lkm	5
5. Bangao (Kabayan) to Gusaran, Kabayan	lkm	5
6. Comodian to Palew, Tinongdan	lkm	4
7. Comodian to Sta. 22, Tinongdan	lkm	5
8. Hilltop to Mt. Patoktok to Dutac	lkm	5
9. Inidian to Damshack, Ambuklao	lkm	5
10. Geweng to Adonot, Bokod	lkm	5
11. Maro-oc to Saitan, Itogon	lkm	4
12. Pito and Vicinities	lkm	5
13. Poblacion to Bagdan, Bokod	lkm	4
14. Poblacion to Karao, Bokod	lkm	4
15. Sanolsol to Jangjang, Bokod	lkm	5
16. Tojacap to Mt. Ambobongan, Kabayan	lkm	4
17. Topdak and Vicinities	lkm	4
TOTAL		77

The project shall commence immediately upon issuance of the Notice to Proceed and the completion period shall be **SIXTY (60) CALENDAR DAYS** reckoned from the contract effectivity date stated in the Notice to Proceed (NTP).

ARTICLE VIII
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 the amount of and not exceeding **TWO MILLION TWO**

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc. Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation Contract No. LOG MSSP 2024-10-125-MGF

(CONTRACTOR)

BY:

MAXIE D. PEDRO

Authorized Representative

(CONTRACTOR)

ROSAURO C. ORTIZ

OIC, Watershed Management Department

FERNANDO MARTIN Y. ROXAS

President and CEO

BY:

HUNDRED SIX THOUSAND SIX HUNDRED PESOS (Php 2,206,600.00) only.

Payments shall be based on the progressive billing schemes and shall not exceed the allocated budget for the project. Sample billing is indicated in the table below.

Payment No.	Nature of Payment	Basis/Indicator of Payment	Date Due/Year	Total Cost Percentage
1	1 st Billing Period (Mobilization Fee)	Inception Report/Final Work Schedule	Month 1	15% of the total amount (less 10% retention fee)
2	2 nd Billing Period	Survey and Mapping of Fire Line Areas	Month 1	15% of the total amount (less 10% retention fee)
3	3 rd and Final Billing Period	-Staking/ Marking of Corners -Clearing of Combustible Materials -Gathering and Disposal of Flammable Debris	Month 2	70% of the total amount (less 10% retention fee)
4	Release of Retention Fee	Payment of 10% Retention Fee after one (1) year of completion		
TOTAL				100%

ARTICLE IX PROCESSING OF PAYMENT

The Inspection Team shall be composed of the following:

- Watershed Area Team (WAT)'s Senior Watershed Management Specialist;
- Watershed Management Department (WMD) representative; and
- A representative from the LGU who will serve as witness during the inspection of completed activities.

The CONTRACTOR shall forward the following documents to the concerned Watershed Area Team to warrant inspection of completed activity to wit:

- Request of Inspection;
- Notice of Billing;
- Certification that the laborers hired were already paid for the services rendered to be concurred by the laborers and noted by the Barangay Chairman; and
- Pictures/photographs of before, during and after the activity

Upon receipt of the request for inspection and notice of billing, the WAT will coordinate with Plant representatives and convene the Inspection Team to cause an inspection within ten (10) working days.

The CONTRACTOR shall prepare two (2) sets of pictures of the

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc. Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation Contract No. LOG MSSP 2024-10-125-MGF

(CONTRACTOR)

BY:

MAXIE D. PEDRO

Authorized Representative

(CONTRACTOR)

ROSAURO C. ORTIZ

OIC, Watershed Management Department

FERNANDO MARTIN Y. ROXAS

President and CEO

(NPC)

BY:

completed activities as stated in the TOR. (One set for payment purposes and the other set for file of the Area Team).

The CONTRACTOR shall be on site during the conduct of inspection and validation of completed activities.

The Inspection Report may either recommend payment for the bill in such amount as may be warranted by actual accomplishments; or for its rejection, as the case may be.

If the recommendation is for payment, the billing shall be immediately processed and the payment shall be remitted to the CONTRACTOR.

If for rejection, the concerned Watershed Area Team shall notify the CONTRACTOR in writing within three (3) working days from receipt of the Inspection Report of such fact and explaining the reasons thereof.

NPC shall have the right to suspend payments on the contract, or impose such conditions as may be appropriate, if the results of the inspection indicate that accomplishments are below targets as specified in the contract.

**ARTICLE X
RETENTION FEE**

To further guarantee accomplishment of the contracted services /project targets, an amount equivalent to ten percent (10%) of the total contract amount shall be retained by NPC as retention fee.

Retention fee shall be disbursed to the CONTRACTOR upon satisfactory completion of the contracted services/project targets.

The ten percent (10%) retention fee shall be forfeited in favor of NPC if the requirements for satisfactory completion were not met.

**ARTICLE XI
SUBCONTRACTING/ASSIGNMENT**

Subcontracting or assigning, wholly or in part, the services/project contracted stated on Article II (Scope of Work) is **prohibited**.

Any subcontracting agreement or assignment entered into in violation of this condition shall be considered **null and void**. NPC shall not be answerable for any or all claims brought against the subcontractor, by its workers or by third parties.

This prohibition does not cover the traditional practice of availing labor services, known as "pakyaw system" widely prevalent in the countryside.

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

(CONTRACTOR)

BY:

MAXIE D. PEDRO

Authorized Representative

ROSARIO C. ORTIZ

OIC, Watershed Management
Department

FERNANDO MARTIN Y. ROXAS

President and CEO

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

AFG-LOG- 007.F01
Rev. No. 0
Sheet 8 of 14

ARTICLE XII PENALTY FOR DELAY

The contract consists of three (3) - billing period, which shall be completed as scheduled equivalent to sixty (60) calendar days. All activities included in each billing period shall be accomplished on or before its expiration.

The CONTRACTOR shall be liable for **penalty** and agrees to pay NPC liquidated damages, in an amount equivalent to 1/10 of 1% of the total value of the **unperformed services/uncompleted activities per billing period, for each calendar day of delay** until said activities included in that particular billing period is 100 % completed. For this purpose, it is clear that penalty is on a per billing period basis and **not** only after the sixty (60) days duration has elapsed.

Force majeure shall refer to those events which could not be foreseen, or which though foreseen, were inevitable to make it impossible for the CONTRACTOR to carry out, in whole or in part, the obligations under the contract.

Delays caused by **force majeure** are not covered by the penalty. The following are cases of **force majeure**:

- Those due to human causes such as civil wars, armed invasion, revolution, rebellion, insurgency, riots, strikes, armed blockades, civil disturbance/disobedience and other analogues causes; and
- Those due to natural causes such as earthquakes, typhoons, storms, floods, prolonged drought, epidemics, and other similar phenomena.

In case of **force majeure**, the CONTRACTOR shall notify the NPC and the Watershed Area Team in writing, **within seven (7) days** after its occurrence, describing the same and its effects upon the performance of the contract.

The NPC shall, within **five (5) days** upon receipt of the notice, meet and decide on the most appropriate course of action to take under the circumstances, which may include **suspension of work** or **termination of the contract**.

In case of suspension of work, the contract may be extended for a period equivalent to that for which the CONTRACTOR was prevented from performing the work if climatic factors still warrant the performance of such work.

In the event of termination, the CONTRACTOR, upon receipt of the notice, shall take immediate steps to end the work in a prompt and orderly manner minimizing expenditures as far as practicable.

(CONTRACTOR)

BY:

MAXIE D. PEDRO

Authorized Representative

SIGNED IN THE PRESENCE OF:

(CONTRACTOR)

ROSAURO C. ORTIZ

OIC, Watershed Management
Department

NATIONAL POWER CORPORATION

(NPC)

BY:

FERNANDO MARTIN V. ROXAS

President and CEO

NPC shall not be liable to the CONTRACTOR except for work or services performed prior to the date of termination and for actual costs incurred in connection with the liquidation of work.

The CONTRACTOR shall turn over to NPC all records and documentation made as of the date termination.

ARTICLE XIII OTHER LIABILITIES

The CONTRACTOR shall be held liable and fully responsible to the safety and welfare of the "pakyaw" laborers contracted under this contract.

In the event of minor accidents and/or more serious scenario such as fatal accidents, NPC shall not be held liable and is free from any financial obligations.

ARTICLE XIV NON-COMPLIANCE

The CONTRACTOR shall be held responsible for failure of the project because of negligence, non-satisfactory performance or abandonment. The CONTRACTOR shall pay all costs, which may be attributed to the non-conformance, until such time the area is turned over to NPC. In this case, if climatic factor still permits, the contract shall be awarded to the next ranked eligible bidder following the conditions stated in R. A. 9184 or the "Government Procurement Reform Act".

ARTICLE XV 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 National

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

(CONTRACTOR)

BY:

MAXIE D. PEDRO

Authorized Representative

ROSAURO C. ORTIZ

OIC, Watershed Management Department

FERNANDO MARTIN Y. ROXAS

President and CEO

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 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 XVI LIQUIDATED DAMAGES AND PENALTIES

Should CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten (10) percent of the contract amount, the NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE XVII 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 XVIII WARRANTY CLAUSE

CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC's 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 him to any official or employee of NPC and to

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

BY:


MAXIE D. PEDRO
Authorized Representative

the relatives within the third degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project prosecution; 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 a sufficient ground for the rescission of cancellation of this Contract or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of civil, criminal or administrative action under the Anti-Graft Law and other applicable laws against the CONTRACTOR and/or his representative and concerned NPC officials and employees.

ARTICLE XIX 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 XX VALIDITY

If any term or condition of this Contract is held invalid or contrary to law, the validity of the terms and conditions hereof shall not be affected thereby.

ARTICLE XXI GOVERNING LAW


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

ARTICLE XXII VENUE OF ACTIONS

The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Contract shall be exclusively the proper court of Quezon City, Philippines, only.

SIGNED IN THE PRESENCE OF:


ROS. A. ORTIZ
(CONTRACTOR)


ROSAURO C. ORTIZ
OIC, Watershed Management
Department

NATIONAL POWER CORPORATION (NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

IN WITNESS WHEREOF, the parties hereto have signed these presents on this 12th day NOVEMBER, 2024, Quezon City, Philippines.

**NATIONAL POWER CORPORATION
(NPC)**

BY:



FERNANDO MARTIN Y. ROXAS
President and CEO

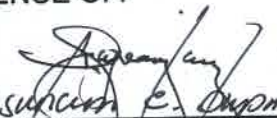
**TINONGDAN INDIGENOUS
PEOPLES ORGANIZATION
(TINPO) INC.
(CONTRACTOR)**

BY:

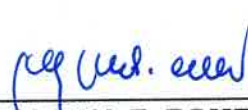

MAXIE D. PEDRO
Authorized Representative

SIGNED IN THE PRESENCE OF:


ROSAURO C. ORTIZ
OIC, Watershed Management
Department
(NPC)


MA. ASUNCION E. OMPIN
(CONTRACTOR)

FUNDS AVAILABLE:


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

(E)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	70 000 428
COST CENTER	43000001
AMOUNT	₱ 2,206,600.00

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

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

ACKNOWLEDGEMENT

NOV 12 2024
BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of _____, 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 fourteen (14) 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. 290 ;
Page No. 59 ;
Book No. 6 ;
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 2024
Roll No. 44291

IBP No. 307797; 01/31/2023; Tarlac
PTR No. 5661363; 01/12/2024; Quezon City
MCLE No. VI-0016459; 4/27/2022; Pasig City
4th Floor Gabriel Y. Hahn Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 05 day of November, 2024, personally appeared **MR. MAXIE D. PEDRO**, Authorized Representative, **TINONGDAN INDIGENOUS PEOPLES ORGANIZATION (TINPO) INC.**, with Identification Document in the form of OSCA No. 20246316, issued by Isagani Banquet at _____, on _____, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) 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.: _____
Page No.: _____
Book No.: _____
Series of 2024.



Contract between NPC and Tinongdan Indigenous Peoples Organization (TINPO) Inc.
Supply of Labor and Materials for the Establishment of 77 LKM Fireline at Various Locations for
Upper Agno River Watershed (Under UC-EC Plan 10) Through Community Participation
Contract No. LOG MSSP 2024-10-125-MGF

CSGs LETTERHEAD WITH LOGO

(Date)

Manager
Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG
Section Chief, UARWAT

REQUEST FOR INSPECTION

We are pleased to inform you that the required activities under Billing Period No. ____
had been 100 % completed, to wit:

- Activity No. 1: Survey and mapping of the 77 LKM fire line areas
- Activity No. 2: Staking and marking of corners
- Activity No. 3: Clearing of weeds and shrubs of fire line areas
- Activity No. 4: Gathering and disposal of flammable debris

In this regard, may we earnestly request the Inspection Team to conduct inspection
and validation of the above-completed activities to warrant the corresponding
payment indicated in the notice of billing.

Thank you.

Contractor
(Signature over Printed name)
Designation

cc. Benjamin T. Kimmayong
Section Chief
Upper Agno River Watershed Area Team

g

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT OF 77 LKM FIRELINE AT VARIOUS LOCATIONS FOR UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 10) THROUGH COMMUNITY PARTICIPATION

"ANNEX B"

CSGs LETTERHEAD WITH LOGO

(Date)

Manager
Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG
Section Chief, UARWAT

NOTICE OF BILLING PERIOD

This is to bill the Upper Agno River Watershed Area Team-Watershed Management Department- National Power Corporation the total amount of _____ (_____) for the payment of (1st/2nd/3rd) billing period for the services rendered under Contract No. _____ for the Supply of Labor and Materials for the Establishment of 77 LKM fire line at various Locations.

Location	Length	Bill Amount
1. Alam-am to Suggle, Ambuklao, Bokod	4 LKM	
2. Bacong to Mt. Ambobongan, Kabayan, Benguet	4 LKM	
3. Baloy to Camisong, Tinongdan, Itogon, Benguet	5 LKM	
4. Bangao to Kawal, Bokod, Benguet	5 LKM	
5. Bangao (Kabayan) to Gusaran, Kabayan	5 LKM	
6. Comodian to Palew, Tinongdan	4 LKM	
7. Comodian to Sta. 22, Tinongdan	5 LKM	
8. Hilltop to Mt. Patoktok to Dutac	5 LKM	
9. Inidian to Damshack, Ambuklao	5 LKM	
10. Geweng to Adonot, Bokod	5 LKM	
11. Maro-oc to Saitan, Itogon	4 LKM	
12. Pito and Vicinities	5 LKM	
13. Poblacion to Bagdan, Bokod	4 LKM	
14. Poblacion to Karao, Bokod	4 LKM	
15. Sanolsol to Jangjang, Bokod	5 LKM	
16. Tojacap to Mt. Ambobongan, Kabayan	4 LKM	
17. Topdak and Vicinities	4 LKM	
TOTAL	77 LKM	

Thank you very much.

Contractor
(Signature over Printed name)
Designation

cc. Benjamin T. Kimmayong
Section Chief

Upper Agno River Watershed Area Team

"ANNEX C"

CSGs LETTERHEAD WITH LOGO

(Date)

Manager
Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG
Section Chief, UARWAT

ACCOMPLISHMENT REPORT

A. Overall

Billing No.	Activity	Unit of Measure	Target	Accomplishment	% Accomplished
1	Survey and mapping of fire line areas	LKM	77		
2	-Staking/Marking of corners -Clearing of combustible materials - Gathering and disposal of flammable debris	LKM	77		

B. Per site

Location	Length	Accomplishment	% Accomplished
1. Alam-am to Suggle, Ambuklao, Bokod	4 LKM		
2. Bacong to Mt. Amboñongan, Kabayan, Benguet	4 LKM		
3. Baloy to Camisong, Tinongdan, Itogon, Benguet	5 LKM		
4. Bangao to Kawal, Bokod, Benguet	5 LKM		
5. Bangao (Kabayan) to Gusaran, Kabayan	5 LKM		

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT OF FIRELINE AT VARIOUS LOCATIONS FOR UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 10) THROUGH COMMUNITY PARTICIPATION

6. Comodian to Palew, Tinongdan	4 LKM		
7. Comodian to Sta. 22, Tinongdan	5 LKM		
8. Hilltop to Mt. Patoktok to Dutac	5 LKM		
9. Inidian to Damshack, Ambuklao	5 LKM		
10. Geweng to Adonot, Bokod	5 LKM		
11. Maro-oc to Saitan, Itogon	4 LKM		
12. Pito and Vicinities	5 LKM		
13. Poblacion to Bagdan, Bokod	4 LKM		
14. Poblacion to Karao, Bokod	4 LKM		
15. Sanolsol to Jangjang, Bokod	5 LKM		
16. Tojacap to Mt. Ambobongan, Kabayan	4 LKM		
17. Topdak and Vicinities	4 LKM		
TOTAL	77 LKM		

For your information and reference.

Contractor
(Signature over Printed name)
Designation

cc. Benjamin T. Kimmayong
Section Chief
Upper Agno River Watershed Area Team

Appendix "1"