


ORIGINAL

NATIONAL POWER CORPORATION
(NPC)

BY:


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

SIGNED IN THE PRESENCE OF:


VINCENT B. CONCIO
OIC-OM, Watershed Management Department

JOINT VENTURE OF BICOL ALLIANCE FOR
ENVIRONMENTAL CONCERN AND SERVICES INC.
(BAECSI) & REAL ADVOCATES FOR THE RESTORATION
OF ENVIRONMENT, INC. (RARE)
(CONTRACTOR)

BY:


MERLINDA A. MAGAS
(CONTRACTOR)


ROLAND REY A. RAFER
President


ALLAN S. MANJARES
President

CONTRACT NO. LOG MSSP 2024-02-028-MGF

**CONTRACT FOR THE SUPPLY OF LABOR AND MATERIALS FOR THE
ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION
PROJECT OF SAN ROQUE WATERSHED AREA TEAM**

PR NO. HO-LAR24-003 / PB231219-NA00412 (PB2)

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 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 OIC-OVP, Corporate Affairs Group, **MR. EMMANUEL A. UMALI**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

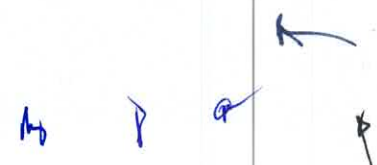
- and -

BICOL ALLIANCE FOR ENVIRONMENTAL CONCERN AND SERVICES, INC. (BAECSI) and REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, INC. (RARE), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office addresses at P-4 Lico2 Sto. Domingo, Vinzons, Camarines Norte & Camambugan, Daet, Camarines Norte, herein represented by its Presidents, **MR. ROLAND REY A. RAFER and MR. ALLAN S. MANJARES**, who are duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 29 December 2023, NPC posted the Invitation to Bid for the 2nd Public Bidding for the Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation Project of San Roque Watershed Area Team.

Contract between NPC and Joint Venture of Bicol Alliance for Environmental Concern and Services Inc. (BAECSI) & Real Advocates for the Restoration of Environment, Inc. (RARE)
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The documents mentioned above shall be collectively 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

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WHEREAS, only one (1) prospective bidder secured the bidding
documents and participated in the Public Bidding conducted on 25 January 2024;

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

WHEREAS, NPC accepted the said bid 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. Bidding Documents for the Supply of Labor and Materials for the
Establishment, Maintenance and Protection of Reforestation Project of San
Roque Watershed Area Team under PR No. HO-LAR24-003 / PB231219-
NA00412 (PB2);
2. Notice of Award dated 14 February 2024;
3. Post-qualification Report dated 02 February 2024;
4. Bid Opening/Evaluation Report dated 26 January 2024;
5. Supplemental/Bid Bulletin No. 1 dated 10 January 2024;
6. CONTRACTOR's Bid Proposal dated 19 January 2024;
7. Notice to Proceed; and
8. The Performance Security to be filed by CONTRACTOR in accordance
with this Contract.
9. Other related/pertinent documents hereto attached or on file in the office of
NPC.


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shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II PROJECT LOCATION AND CONTRACT DURATION

The project site is located at Brgy. Ampucao, Itogon, Benguet.

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

ARTICLE III 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
 - a) Ring weeding/cultivation and fertilizer application
 - b) Replanting and fertilizer application
- 7) Plantation Protection
 - a) Pest and disease detection and control
 - b) Foot patrol works
 - c) Fireline construction and maintenance

1.1 Perimeter Surveying and Mapping of Areas to be Planted

1. Boundary shall be delineated using GPS instrument.
2. Map scale of the perimeter survey shall be as follows:
 - 1 : 3,000 for areas 10 hectares and below
 - 1 : 5,000 for areas more than 10 hectares up to 30 hectares
 - 1 : 7,500 for areas more than 30 hectares up to 50 hectares
 - 1 : 10,000 for areas more than 50 hectares

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- a. To be drawn and plotted on an A3-size tracing paper.
 - b. Technical description and remarks for every point shall be clearly indicated duly signed and sealed by a forester/geodetic engineer.
3. The target area (in hectare) for reforestation should be based on the approved contract/UC-EC Plan. Non-plantable areas shall not be included in the target area that will be planted such as rocky portions, vegetated area, rivers, road networks, steep ridges/ravines, waterlogged areas, among others. In such cases, the CONTRACTOR shall provide for the additional areas adjacent to the prescribed project site in order to complete the required area for planting.

1.2 Monumenting/marketing of corners

For contiguous/non-contiguous area:

PVC pipe (orange color) with 10cm (4-inches) diameter and height of 60cm (24-inches) filled with concrete and 9mm RSB, 22-inches height with 2in diameter loop on top, and 30 cm (12-inches) exposed shall be installed on all corners of the project site's perimeter. Corner points shall be identified using coordinates in UTM format to be engraved/etched on each PVC pipe.

1.3 Blocking of the Project Site

1. Whole project site shall be divided into blocks.
2. For contiguous area:
Block into 10-hectare areas with a dimension of 200 X 500 meters with the short and long ends following the east-west and north-south directions, respectively.
3. For non-contiguous area:
 - a. Block into 5-hectare areas with a dimension of 200 X 250 meters.
 - b. Below 5 hectares, total gross area shall be computed and be treated as a block.
 - c. Each block shall be assigned a unique block identification to establish its identity.
4. Corner points shall be on GPS reading/survey.
5. Blocking shall be reflected/indicated in the map.
6. PVC pipe orange-colored posts with dimension of 2-inch x 100cm filled with concrete and with 50 cm exposed shall be installed at

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corners of the blocks in such a way that the one side faces a block. Coordinates of corner points shall be in UTM format to be engraved/etched on each PVC pipe. The corresponding code for that block is marked on that side of the PVC post.

7. Blocking activity using PVC pipe posts in its prescribed dimension shall be done prior to planting. Blocking plan/design shall be reflected on the map to be submitted by the CONTRACTOR. This shall be the basis of evaluation during the inspection of the blocking posts to be established later on the ground.

8. Detailed Procedure:

In order to minimize the number of blocks to be established, blocking shall be done as:

- a. The X-axis shall coincide (tangent) with the southernmost point/corner of the project area while the Y-axis shall be tangent to the westernmost point/corner of the project area.
- b. The point of origin (O) shall be determined by the intersection of the X and Y axes, which correspond to the east-west and north-south directions, respectively.
- c. The width (X-axis) of each block will measure 200 meters per block while the longer axis (Y-axis) will have a length of 500 meters.
- d. Assignment of block numbers shall be done following the left-right (west-east) then bottom-up (south-north) direction.
- e. Whenever appropriate, blocks shall be established to cover other areas, which spans across a block.

1.4 Procurement and/or Production of Seedlings

1. Seedlings shall be potted, healthy, vigorous, and free from pests and diseases.
2. Seedlings shall have a minimum height as shown in Article No. X (Project Profile)
3. Procured/produced seedlings from other location shall be delivered at the project site at least one (1) month before out planting to acclimatize with the local site condition.
4. The species and quantity of seedlings required are included in Article No. X (Project Profile)

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1.5 Plantation Establishment and Operation

1. Site preparation

- Site preparation prior to out-planting shall be a combination of either strip brushing, ring weeding/spot clearing or any other method/strategy depending on species suitability.
- If using strip brushing method, planting strips measuring at least 1 meter wide along the contour shall be cultivated, followed by removal/exposure of roots and rhizomes, leaving approximately 2-meter-wide uncultivated strips between the cultivated strips.
- Number of planting strips depends on the configuration of the plantation site.
- If using ring weeding, approximately 50-cm. radius around the seedling shall be cultivated, uproot all roots and rhizomes and loosen the soil.

2. Staking

- Staking at prescribed spacing should be done.
- Stakes should be at least 1 meter in height so it can be easily located during hole digging and planting.
- Locally available materials can be used as stakes, provided the gathering and collection shall be approved and supervised by a representative of concerned Watershed Area Team.

3. Hole digging

- For all plastic bag size, a clearance of 2 inches around the seedlings should be considered in determining the hole size to fit the seedlings into the hole.
- The hole depth shall be enough in such a way that the root collar of the planted seedling is level with the ground.

4. Seedling transport

- Seedlings should be carefully transported to the planting site from the nursery.
- To avoid damage/injury during transport, use containers such

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1.6 Plantation Maintenance

1. Ring weeding/ spot cultivation, mulching and fertilizer application
 - a. Ring weeding and spot cultivation shall be approximately 50-cm radius around the seedling, uproot all roots and rhizomes and loosen the soil.
 - b. Mulch is approximately 50-cm radius around the seedling; mulch thickness about 10-cm; remove mulch prior to ring weeding then replace after each ring weeding.
 - c. Fertilizer application frequency is as follows:

Year

Schedule

1

2 passes (1 month & 2 months after planting) for ring weeding and 1 pass for fertilizer application (1 month after

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as sacks, baskets (kaing), wooden boxes, crates, etc.

- c. Prior to seedling transport, seedlings may not be watered for firmer attachment of roots to the soil.

5. Planting

- a. Planting should start at the onset of the rainy season (usually after one or two heavy rains).
- b. For potted seedlings, be sure to remove the plastic container (polyethylene bags) and avoid breaking the earthball.
- c. Put the removed plastic bags on top of the stakes to serve as a location marker and evidence that the plastic bag was removed. (However, after inspection, the CONTRACTOR shall collect the plastic bags for proper disposal).
- d. When putting the seedling into the planting hole, the upper part of the earthball must be slightly lower than the edge of the hole. Soil is filled into the spaces (putting the top soil first), then tamped firmly all around to prevent from inclining.
- e. A plantation register must be maintained onsite. A copy of which must be submitted as billing attachments for accomplishments where planting and/or replanting is required.

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- b. Inform the Watershed Area Team immediately of any possible signs/ symptoms or outbreak of diseases.
 - c. Seedlings with evident attack of pest and presence of disease should be removed and replace with healthy and vigorous seedlings.
2. Patrol works
 - a. Foot patrolling should be conducted regularly to prevent and control any form of destruction to the plantation area. The assigned patrol team should be submitted to WAT monthly starting November to May. Patrol Report must be submitted weekly.
 - b. Prepare and submit monthly patrol report and shall form part of the attachments every progress billing.
 - c. In case of *force majeure* events (i.e. typhoon, fire, etc.), a damage report (complete with a map showing the extent of the damage area, photo documentation and proposed rehabilitation plan) should be submitted to the Watershed Area Team within seven (7) days after its occurrence.
3. Fireline Construction
 - a. The 10-meter wide fireline shall be free from cogon, grasses & other undesirable vegetation including total removal of roots and rhizomes.
 - b. Fireline shall be constructed by clearing an area with a width of 10 meters around the plantation.
 - c. If there are trees either premium or lesser-known species (LKS) that will obstruct the 10-meter wide fireline, these trees shall be protected and avoided to be cut.
4. Fireline Maintenance
 - a. The 10-meter wide fireline shall be maintained by regular clearing and removing all undesirable vegetation, including its roots and rhizomes that are highly combustible especially during dry months. It is essential that fireline is maintained to avoid crossing of wild fire in the established plantation.

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ARTICLE IV
SOURCE OF MANPOWER/WORKFORCE

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

The CONTRACTOR shall deploy a Project Manager (PM) or Site Supervisor, which is a graduate of Bachelor of Science in Forestry. Said PM or Site Supervisor shall supervise all aspects of the projects with close coordination with the project site WAT. PM should be present in the area at least 3 full working days per week to supervise/manage daily activities, payment of wages of labourers, supply deliveries, among others.

Labor related issues

- a. Wages, coordination between laborers and their CONTRACTOR, absolving NPC personnel of any and all labor, materials and financial obligations, etc.
- b. At least 3 full working days per week or presence on the area to supervise/manage (especially during paydays supplies delivery, etc.)

ARTICLE V
PHOTO DOCUMENTATION

At least two (2) pictures/photographs with date indicated in one corner shall be taken before, during and after each activity.

The picture/photograph must be geotagged and shall be taken on the same spot to clearly distinguish the condition of area *before* the conduct of the activity, *during* the activity and *after* the activity.

Captions should be included for each picture stating the activity undertaken and its location.

Aerial photographs and videography using drone may also be provided as supporting documents.

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ARTICLE VI WORK PLAN/SCHEDULE

ACTIVITY	YEAR 1				YEAR 2				YEAR 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
FIRST PERIOD												
1. Perimeter Surveying												
2. Mapping of the refo site												
3. Monumenting of corners												
4. Blocking of the area												
SECOND PERIOD												
1. Production and/or procurement of seedlings												
THIRD PERIOD												
1. Trail construction												
2. Site preparation												
3. Staking												
4. Hole Digging												
5. Seedling Transport												
6. Planting												
FOURTH PERIOD												
1. 1st – 2nd cycle ring weeding/spot cultivation												
2. Trail maintenance												
3. Replanting (if less than 80% survived)												
4. Fertilizer application to planted and replanted seedlings												
5. Pest and disease detection and control												

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6. Patrol works												
FIFTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Trail maintenance												
2. Fireline construction												
3. Pest and disease detection and control												
4. Patrol works												
SIXTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 3 rd and 4 th cycle ring weeding/spot cultivation												
2. Trail maintenance												
3. Replanting of seedlings												
4. Fertilizer application												
5. Pest and disease detection and control												
6. Patrol works												
SEVENTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Trail maintenance												
2. Fireline maintenance												
3. Pest and disease detection and control												
4. Patrol works												
EIGHTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Trail maintenance												
2. Fireline maintenance												
3. Pest and disease detection and control												
4. Patrol works												
NINTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 5 TH and 6 th cycle												

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ring weeding/spot cultivation													
2. Trail maintenance													
3. Replanting of seedlings													
4. Fertilizer application													
5. Pest and disease detection and control													
6. Patrol works													
TENTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. Trail maintenance													
2. Fireline maintenance													
3. Pest and disease detection and control													
4. Patrol works													

ARTICLE VII PROJECT START UP

Upon issuance by NPC and acknowledgment of 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 1st billing period, as stipulated in Annex "A" (Mode of Payments), shall be on the 8th day after acknowledgment of Notice to Proceed. However, said day one of the 1st billing period may be adjusted earlier depending on the readiness of the Contractor to start the project, in any case, the Contractor shall formally notify the end-user of exact date of their day one.

Before officially commencing work, the Contractor shall seek first a clearance from the Chairman of the barangay where the project is located.

ARTICLE VIII ACCOMPLISHMENT REPORT

The Contractor shall submit a monthly accomplishment report based on the activities completed for every progress-billing period.

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

The contractor shall submit at least two (2) sets of documents specified in 11.2 as stated in the Scope of Works. (One set for payment purposes and the other set for file of the Area Team).

Upon receipt of the request for inspection and notice of billing, the Watershed Area Team will coordinate with Watershed Management Department - Head Office (WMD-HO) personnel and convene the Inspection Team to cause an inspection within ten (10) working days.

- a. Request for inspection
 - b. Notice of billing
 - c. Narrative Accomplishment Report (Progress Billing Accomplishment Report)
 - d. Certification that the laborers hired were already paid for the services rendered and noted by the Barangay Chairman
 - e. Pictures/photographs of before, during and after the activity
- * Note: 1 copy for WAT and 1 copy for Payment Purposes

The contractor shall forward at least two (2) sets* of following documents to the concerned Watershed Area Team to warrant inspection of completed activity to wit:

- a. WAT's Senior Watershed Management Specialist
- b. Watershed Management Department representative
- c. Representative from NPC Internal Audit Dept., if any
- d. Quality Assurance (QA) or equivalent from the respective plants
- e. A representative from the LGU shall serve as witness during the inspection of completed activities.

Inspection Team shall be composed of the following:

ARTICLE IX PROCESSING OF PAYMENT

The report shall be attached to the notice of billing and request for inspection for every completed activity per progress-billing period.

The Contractor shall submit a narrative accomplishment report based on the activities completed for every progress-billing period. This report shall contain information on how many laborers were utilized and the detailed accomplishment per day per activity. It may also include significant experiences, problems encountered and recommendations for the improvement of the project implementation. The monthly accomplishment reports must also be attached as Annexes.

Handwritten initials and marks at the bottom right corner.

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

JOINT VENTURE OF BICOL ALLIANCE FOR
ENVIRONMENTAL CONCERN AND SERVICES INC.
(BAECSI) & REAL ADVOCATES FOR THE RESTORATION
OF ENVIRONMENT, INC. (RARE)

BY:


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group


VINCENT B. CONCIO
OIC-OM, Watershed Management
Department


MERINDIA A. MAGA
(CONTRACTOR)

BY:


ROLAND REY A. RAFER
President


ALLIAN S. MANJARES
President

The sampling method and sampling intensity to be employed during inspection shall be determined by the concerned WAT. This must be subsequently explained to the Contractor and Inspection Team prior to the inspection.

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 recommendation is for payment, the billing shall be processed, and payment remitted to the Contractor within the government mandated schedule.

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 informing the latter 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.

Suspension of payments, if imposed, shall be lifted until such time the Contractor overcomes any shortfall in performance. However, climatic factors shall be considered to permit the performance of such work. (e.g. planting/replanting if still rainy season)

ARTICLE X **PROJECT PROFILE**

Project : REFORESTATION

Location :

Barangay : Ampucao
Municipality : Itogon
Province : Benguet

Area :

Size : 100 hectares
Distance from nearest water source : 500m-2500m
Distance from the nearest barangay road : 10.67 Km
Climatic Type : Modified Climate, usually start of rainy season in the month of June and end at the month of March
Topography: : Moderately steep to very steep
Soil type : Sandy-loam
Vegetative Cove : Grassland with some indigenous trees

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Contract No. LOG MSSP 2024-02-028-MGF



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Implementation Strategy

Number of Required Potted Seedlings : 183,370 seedlings (10% mortality allowance included)

Breakdown/ Distribution		
Species	Quantity	Height
1. Agoho (Casuarina equisetifolia)	9,168	1ft-2 ft
2. Molave (Vitex parviflora)	18,337	1 ft-2 ft
3. Alibangbang (Bauhinia malabrica)	18,337	1 ft-2 ft
4. Alnus (Alnus Japonica)	9,169	1 ft-2 ft
5. Bagras (Eucalyptus Deglupta)	36,674	1 ft-2 ft
6. Benguet Pine (Pinus Kesiya)	91,685	0.6ft-1ft
Total	183,370	

Seedlings must be stocky, with woody tissue and pencil size at root collar.

Planting Scheme Spacing 2m x 3m

Manpower Availability

Estimated Number available workforce : 50

ARTICLE XI PAYMENTS

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 **PHILIPPINE PESOS SIX MILLION EIGHT HUNDRED THOUSAND FIVE HUNDRED SEVENTY THREE PESOS AND 18/100 (PHP 6,800,573.18)** for **three (3) years**.

The approved Mode of Payment shall be used as guide in determining the actual amount to be paid, as follows:

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Rehabilitation through Contract Reforestation/Agroforestry of Watershed Areas
under NPC Jurisdiction *

Payment No.	Nature of Payment	Basis / Indicator of Payment	Date Due/Year	Total Cost Percentage
Year 1				
1	1 st Progress Billing	<ul style="list-style-type: none"> ➤ Perimeter Surveying ➤ Mapping of the Refo Site ➤ Monumenting of corners ➤ Blocking of the area 	Quarter 1	10 % (less 10% retention fee) 9.00%
2	2 nd Progress Billing	<ul style="list-style-type: none"> ➤ Seedbed/germination bed preparation ➤ Sowing of seeds ➤ Gathering and preparation of soil ➤ Potting of soil medium ➤ Preparation of potbeds & pot arrangements ➤ Transplanting of seedlings ➤ Maintenance of seedlings (e.g. weeding, watering, fertilizer & pesticide application) ➤ Maintenance of transplanted seedlings (e.g. weeding, watering, fertilizer & pesticide application) until seedlings have reached a minimum height of 0.6-1 foot 	Quarter 1-2	10 % (less 10% retention fee) 9.00%
3	3 rd Progress Billing	<ul style="list-style-type: none"> ➤ Trail construction ➤ Site preparation ➤ Staking ➤ Hole digging ➤ Seedling transport ➤ Planting ➤ Minimum 80% seedling survival 	Quarter 3	12 % (less retention fee) 10.80%
4	4 th Progress Billing	<ul style="list-style-type: none"> ➤ 1st-2nd cycle ring weeding/spot cultivation ➤ Trail Maintenance ➤ Replanting (if less than 80% survived) ➤ Fertilizer application to planted and replanted ➤ Pest & disease detection & control ➤ Patrol works ➤ Minimum 80% seedling survival 	Quarter 3-4	8 % (less 10% retention fee) 7.20%
Year 2				
5	5 th Progress Billing	<ul style="list-style-type: none"> ➤ Trail Maintenance ➤ Fireline construction ➤ Pest and diseases detection and control ➤ Patrol works ➤ Minimum 80% seedling survival 	Quarter 1 - 2	15 % (less 10% retention fee) 13.50%
6	6 th Progress Billing	<ul style="list-style-type: none"> ➤ 3rd and 4th cycle ring weeding/spot cultivation ➤ Trail Maintenance ➤ Replanting of seedlings ➤ Fertilizer application ➤ Pest & diseases detection & 	Quarter 3	7.50 % (less 10% retention fee) 6.75%

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EMMANUEL A. UMALI

OIC-QVP, Corporate Affairs Group

SIGNED IN THE PRESENCE OF:

VINCENT B. CONCIO

OIC-OM, Watershed Management Department

BY:

ROLAND REY A. RAFAER

President

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President

		<ul style="list-style-type: none"> control Patrol works Minimum 80% seedling survival 		
7	7 th Progress Billing	<ul style="list-style-type: none"> Trail Maintenance Fireline Maintenance Pest & diseases detection & control Patrol works Minimum 80% seedling survival 	Quarter 4	7.50 % (less 10% retention fee) 6.75%
Year 3				
8	8 th Progress Billing	<ul style="list-style-type: none"> Trail Maintenance Fireline Maintenance Pest & diseases detection & control Patrol works Minimum 80% seedling survival 	Quarter 1 - 2	15.00 % (less 10% retention fee) 13.50%
9	9 th Progress Billing	<ul style="list-style-type: none"> 5th and 6th cycle ring weeding/spot cultivation Trail Maintenance Replanting of seedlings Fertilizer application Pest & diseases detection & control Patrol works Minimum 80% seedling survival 	Quarter 3	7.50% (less 10% retention fee) 6.75%
10	Final Payment	<ul style="list-style-type: none"> Trail Maintenance Fireline Maintenance Pest & diseases detection & control Patrol works Minimum 80% seedling survival 	Quarter 4	7.50% (less 10% retention fee) 6.75%
11	Release Retention	<ul style="list-style-type: none"> The plantation is properly maintained and protected against forest fire Inspection Chart Map Certificate of Final Acceptance issued 		10.00%

*Mode of payments to apply also to Agroforestry and Assisted Natural Regereratin (ANR) projects of the above

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OIC-OM, Watershed Management
Department

Maria A. Mapa
(CONTRACTOR)

BY:

ROLAND REY A. RAFER
President

ALLAN S. MANJARES
President

ARTICLE XII 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.

- Cash, Cashier's/Manager'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 Universal or Commercial Bank, if issued by a foreign bank which shall be Five Percent (5%) of the total Contract Price.
- 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.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to 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 SUPPLIER to perform its obligation 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.

ARTICLE XIII RETENTION FEE

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

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Melinda A. Magno
(CONTRACTOR)

BY:

ROLAND REY A. RAFAER
President

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

Satisfactory completion is quantified by the following parameters:

- Eighty (80%) percent survival of the trees planted (including replanted) as validated by the Inspection Chart Mapping (ICM) to be conducted.
- Protected from forest fire.
- If portions of the plantation area were burned, the CONTRACTOR shall be allowed to conduct replacement planting, if climatic factors permit, to meet the total area planted and the required 80% survival.
- If the percent survival of the established plantation is below Eighty percent (80%), the payment of the retention fee shall be proportionate to the determined percent survival to wit:

79% survival = 99% of the retention fee
78% survival = 98% of the retention fee
77% survival = 97% of the retention fee
76% survival = 96% of the retention fee
75% survival = 95% of the retention fee
74% survival = 94% of the retention fee
73% survival = 93% of the retention fee
72% survival = 92% of the retention fee
71% survival = 91% of the retention fee
70% survival = 90% of the retention fee

The **10% retention fee shall be forfeited in favor of the Corporation** if the requirements for satisfactory completion were not met and below 70% survival.

ARTICLE XIV SUBCONTRACTING/ASSIGNMENT

Subcontracting or assigning, wholly or in part, the services/project contracted stated in Article 3 (Scope of Work), is **prohibited**.

Any subcontracting agreement or assignment entered into in violation of this condition shall be considered **null and void**. The Corporation 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.

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Merlinda A. Mapa
(CONTRACTOR)

BY:


ROLAND REY A. RAFER
President


ALLAN S. MANJARES
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ARTICLE XV PENALTY FOR DELAY

The contract consists of ten (10)-progress period, which shall be completed as scheduled. One quarter is equivalent to ninety (90) calendar days or 3 months. All activities included in each progress period shall be accomplished on or before its expiration..

The CONTRACTOR shall be liable for **penalty** and agrees to pay the Corporation liquidated damages, in an amount equivalent to 1/10 of 1% of the total value of the **unperformed services/uncompleted activities per progress period, for each calendar day of delay** until said activities included in that particular progress period is 100% completed. For this purpose, it is clear that penalty is on a per progress period basis and **not** only after the thirty-six-month 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 analogous 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 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.

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.

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OIC-OVP, Corporate Affairs Group

VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

BY:

(CONTRACTOR)

ROLAND REY A. RAFAER
President

ALLAN S. MANJARES
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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 of termination.

ARTICLE XVI OTHER LIABILITIES

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

The CONTRACTOR is obliged to exercise due care so as not to endanger life and property in the vicinity of the Works where he operates in connection with this Contract. He shall be liable for all damages incurred in any manner by acts of negligence of his own, or his agents, employees, or workmen. In the event of minor accidents and/or more serious scenario such as fatal accidents, the Corporation shall not be held liable and is free from any financial obligations.

The CONTRACTOR shall be responsible for the strict compliance with the provision of the Philippine Laws affecting labor and operation of Work under the contract, including child labor related enactments, and other relevant rules. He shall also be responsible for the payment of all indemnities arising out of any labor accident which may occur in the execution of the Works and for which he may be responsible under Republic Act 3428, as amended, known as the Workmen's Compensation Law.

It is the responsibility of the CONTRACTOR for the strict compliance with the requirements of the Philippine Clean Air Act of 1999 (R.A. 8749) and Philippine Clean Water Act of 2004 (R.A. 9275). The CONTRACTOR shall be liable for any damages/destructions to the environment including penalties that will be imposed by the Department of Environment and Natural Resources (DENR) arising from non-compliance of the requirements thereof, in any manner by his acts or negligence, or by his agents, employees, or workmen in the execution of the Works.

Payment of all forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the CONTRACTOR.

In general, the CONTRACTOR is totally responsible for the execution of the Works and therefore, takes upon himself all the technical, legal and economic risks and all obligations which could arise therefrom or connected therewith. The overall responsibility of the CONTRACTOR includes the responsibility for actions or omissions of his own personnel or by his agents, employees, or workmen.

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(NPC)

BY:

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

SIGNED IN THE PRESENCE OF:

VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

Morinda A. Maga
(CONTRACTOR)

BY:

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(CONTRACTOR)

BY:

ROLAND REY A. RAFAER
President

ALLAN S. MANJARES
President

The CONTRACTOR shall maintain presence in the area to supervise/manage during critical stages of the Project.

ARTICLE XVII 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 XVIII LIABILITY / INDEMNITY FOR LOSS AND /OR DAMAGES

CONTRACTOR shall be liable and shall indemnify NPC for any loss, damages or injury on property of NPC due to, or arising from the fault, negligence, vandalism or other unlawful act of CONTRACTOR'S employees / workers, provided that the loss or damage is made known in writing by NPC to the CONTRACTOR.

CONTRACTOR shall be held liable to, and indemnify third (3rd) party for claim/s arising from the fault and/or negligence of CONTRACTOR'S employees/workers assigned in the premises of the NPC.

NPC shall at its option, deduct from any money/monies payable to the CONTRACTOR any liability/indemnity incurred arising from the fault or negligence of the latter's workers/employees.

ARTICLE XIX RISK PROVISIONS

NPC shall not at any time be liable for damage(s) or loss to any tools, equipment of the CONTRACTOR used or intended for use in the execution of the Contract. In case any tools/equipment is provided to the CONTRACTOR by NPC, the CONTRACTOR shall indemnify NPC for any loss or damages to such tools and equipment whilst in his possession unless the damage/loss is caused by NPC.

CONTRACTOR shall hold NPC free and harmless from any and all liabilities, suits, actions, demands or damages arising from death or injuries to third person, including those in the employ of CONTRACTOR, or any loss resulting from or caused by the CONTRACTOR's personnel, incident to or in connection with the execution of this Contract, and CONTRACTOR shall forever defend NPC from such suits or claims at CONTRACTOR's cost and expense.

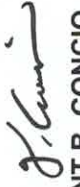
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MERINDIA A. MAPO
(CONTRACTOR)

BY:


ROLAND REY A. RAFAER
President

(CONTRACTOR)


ALLAN S. MANJARES
President

(CONTRACTOR)

JOINT VENTURE OF BICOL ALLIANCE FOR
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Without prejudice to the provisions of the preceding paragraphs, CONTRACTOR shall indemnify NPC for any loss, claims, proceedings, damages or expenses of whatever nature arising out of the execution of the Contract, except if the loss, claim, proceedings, damages or expenses are due to the negligence of NPC.

ARTICLE XX LIQUIDATED DAMAGES AND PENALTIES

Should CONTRACTOR 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 XXI 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 of 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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BY:


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OIC-OPP, Corporate Affairs Group

SIGNED IN THE PRESENCE OF:


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OIC-OM, Watershed Management
Department


MARILINDA A. UMALI
(CONTRACTOR)

BY:


ROLAND REVA A. RAFA
President

JOINT VENTURE OF BICOL ALLIANCE FOR
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(CONTRACTOR)


ALLAN S. MANJARES
President

ARTICLE XXII 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 XXIII GOVERNING LAW

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

ARTICLE XXIV 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.

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IN WITNESS WHEREOF, the parties hereunto set their hands on this 14th day of March, 2024 at Quezon City.

**NATIONAL POWER
CORPORATION
(NPC)**

BY:


EMMANUEL A. UMALI
OIC-OVP, CAG

**JOINT VENTURE OF BICOL
ALLIANCE FOR
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RESTORATION OF
ENVIRONMENT, INC. (RARE)
(CONTRACTOR)**

BY:


ROLAND REY A. RAFER
President


ALLAN S. MANJARES
President


SIGNED IN

THE PRESENCE OF:


VINCENT B. CONCIO
OIC-OM, WMD


Nerlinda A. Maga
(CONTRACTOR)

FUNDS AVAILABLE:


LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance

(E)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	JOA004187
COST CENTER	4306031
AMOUNT	P2,720,231.28

Certificate of Budgetary Inclusion	
Period:	FY 2025
WO/IO:	A004187-FPD-25-02-5424
Cost Center:	4306031
Amount:	P2,040,170.95

Certificate of Budgetary Inclusion	
Period:	FY 2026
WO/IO:	A004187-FPD-26-02-5695
Cost Center:	4306031
Amount:	P2,040,170.95

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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 MAR 14 2024, 2024, personally appeared **MR. EMMANUEL A. UMALI** with NPC ID No. APW1300006, acting in his capacity as **OIC-OVP, Corporate Affairs Group** of **NATIONAL POWER CORPORATION**, known to me and to me known to be the same person who executed the foregoing instrument consisting of twenty eight (28) pages, including the pages wherein the acknowledgements are written, all pages signed by the 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 Corporation 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.: _____

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. 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

Doc. No. 483 ;
Page No. 98 ;
Book No. 3 ;
Series of 2024

Contract between NPC and Joint Venture of Bicol Alliance for Environmental Concern and Services Inc. (BAECSI) & Real Advocates for the Restoration of Environment, Inc. (RARE)
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation Project of San Roque Watershed Area Team
Contract No. LOG MSSP 2024-02-028-MGF

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines this _____ day of **MAR 07 2024**, 2024, personally appeared **MR. ROLAND REY A. RAFER** with ID No. 3493-6713-0796-5269, acting in his capacity as **President** of **BICOL ALLIANCE FOR ENVIRONMENTAL CONCERN AND SERVICES, INC.** and **MR. ALLAN S. MANJARES** with ID No. 3ne 5069, acting in his capacity as **President** of **REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, INC. (RARE)**, known to be the same person who executed the forgoing instrument consisting of twenty eight (28) pages the pages wherein the acknowledgements are written, all pages signed by the parties and their instrumental witnesses, and they acknowledge before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

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.: _____

ATTY. MICHAEL JOSEPH S. CAPINPIN
Notary Public for Quezon City
Valid Until December 31, 2024
PTR No. 5561390 Issued Date 01/02/2024
IBP Lifetime No. 6330
Roll No. 56489
MCLE Compliance No. VII-001874
Valid Until April 14, 2025
Adm. Matter NP 844 (2024-2025)
101 Malakas Lane Brgy. Central Q.C.

Doc. No. 49;
Page No. 11;
Book No. 87X;
Series of 2024

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