

ORIGINAL

CONTRACT NO. LOG MSSP 2024-04-040-MGF

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION FOR THE REFORESTATION PROJECT AND AGROFRESTRY PROJECTS OF UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 11) THROUGH COMMUNITY PARTICIPATION

PR NO. HO-UAR24-001 / CMP240131-NA00047

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 -

BAYABAS MULTI-PURPOSE COMMUNITY ORGANIZATION (BAMPCO) INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office addresses at Purok 2, Brgy. Bayabas, Labo, Camarines Norte, herein represented by its President, **MR. RESTUTILES P. GLIPO**, who are duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, NPC thru its Watershed Management Department, needs a contract for the Supply of Labor and Materials for the Establishment, Maintenance and Protection for the Reforestation Project and Agroforestry Projects of Upper Agno River Watershed (Under UC-EC Plan 11) through Community Participation;

WHEREAS, to respond to the above-mentioned requirement, NPC's end-user submitted Purchase Requisition and recommended the procurement

Contract between NPC and Bayabas Multi-Purpose Community Organization (BAMPCO) Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection for the Reforestation Project and Agroforestry Projects of Upper Agno River Watershed (Under UC-EC Plan 11) through Community Participation
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BAYABAS MULTI-PURPOSE COMMUNITY ORGANIZATION (BAMPCO) INC.

(CONTRACTOR)

RESTUTILES P. GLIPO

President

BY:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION (NPC)

BY:

VINCENT B. CONCIO

OIC-OM, Watershed Management Department

EMMANUEL A. UMALI

OIC-OVP, Corporate Affairs Group

BY:

BY:

(CONTRACTOR)

RESTUTILES P. GLIPO

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thru Negotiated Procurement under Section 53.12 of RA 9184 and its 2016 Revised IRR;

WHEREAS, there were three (3) prospective bidders who secured the terms of reference and participated in the Negotiated Procurement – Community Participation conducted on 31 January 2024;

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

WHEREAS, NPC accepted the said quotation 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. Terms of Reference (with attached Scope of Work), PR No. HO-UAR24-001 / CMP240131-NA00047);
2. Notice of Award dated 01 April 2024;
3. Bid Opening and Post-qualification Report dated 08 February 2024;
4. CONTRACTOR's Bid Proposal dated 29 January 2024;
5. Notice to Proceed; and
6. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.
7. Other related/pertinent documents hereto attached or on file in the office of NPC.

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

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ARTICLE II PROJECT LOCATION AND CONTRACT DURATION

The projects are in the Municipality of Bokod, Benguet and within the Upper Agno River Watershed Area Team, as follows:

Name of Project	Location
1. Agroforestry	Sitio Abat, Poblacion, Bokod, Benguet
2. Reforestation	Sitio Bisal and Ot bong, Bobok-Bisal, Bokod, 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) and Delivery Period is thirty (30) calendar days from issuance of Notice to Proceed.

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:
 - a. : 3,000 for areas 10 hectares and below
 - b. 1 : 5,000 for areas more than 10 hectares up to 30 hectares

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- c. 1 : 7,500 for areas more than 30 hectares up to 50 hectares
- d. 1 : 10,000 for areas more than 50 hectares
- e. To be drawn and plotted on an A3-size tracing paper.

- f. Technical description and remarks for every point shall be clearly indicated, duly signed and sealed by a forester/geodetic engineer.
3. The total area for reforestation is the target area (in hectare) 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/markings of corners

For contiguous/non-contiguous area:
PVC pipe (orange) with 10cm (4-inches) diameter and height of 60cm filled with concrete and 30cm exposed shall be installed on all corners of the project site's perimeter. Corner points shall be UTM-fed and coordinates supplied by GPS 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.

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6. PVC pipe (orange) with 5cm (2-inch) diameter and height of 100cm filled with concrete and 50cm exposed shall be installed on all corners of the block. Corner points shall be UTM-fed and coordinates supplied by GPS to be engraved/etched on each PVC pipe. The corresponding code for that block is marked on that side of the post.
7. Blocking activity using PVC pipe post 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.

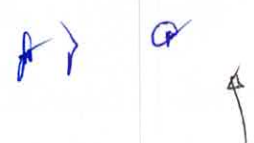
1.4 Procurement and/or Production of Seedlings

1. Seedlings shall be potted, healthy, vigorous, and free from pests and diseases.
2. Seedlings shall have a minimum height of .40 m and a maximum height of .60 m from the root collar. (Same size category shall be planted together in the field to avoid intra-specific competition)
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)

1.5 Plantation Establishment and Operation

1. Site preparation
 - a. 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.
 - b. If using strip brushing method, planting strips measuring at

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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.

- c. The number of planting strips depends on the configuration of the plantation site.
- d. 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

- a. Staking at prescribed spacing should be done.
- b. Stakes should be at least 1 meter in height so it can be easily located during hole digging and planting.
- c. 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

- a. 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.
- b. The hole depth depends on the size of the bag. It should have a clearance of 2 inches around the pot and 3 inches from the base to determine the hole depth.

4. Seedling transport

- a. Seedlings should be carefully transported to the planting site from the nursery.
- b. To avoid damage/injury during transport, use containers such as sacks, baskets (kaing), wooden boxes, 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

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hole. Soil is filled into the spaces (putting the top soil first), then tamped firmly all around to prevent from inclining.

1.6 Plantation Maintenance

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

Year	Schedule
2	2 passes (quarter 2 & 4) for ring weeding and 2 passes of fertilizer application (quarter 2 & 3)
3	2 passes (quarter 2 & 4) for ring weeding and 2 passes of fertilizer application (quarter 2 & 3)

- 2. Replanting and fertilizer application
 - a. Replanting is required if survival rate is less than 90%.
 - b. Inventory should be done one month after outplanting to determine the survival rate, then replanting should be done
 - c. Any additional replanting should be done during the next planting season.
 - d. To determine the survival rate, a 10 percent random sampling using the strip method will be done on the following dates:
 - i. about one month after planting; and
 - ii. at the end of the rainy season during year 1
 - iii. at the end of the rainy season during year 2
 - iv. One month before planting season of year 3
 - e. To boost the seedling growth, inorganic fertilizer shall be applied at the rate of 10 to 20 gm per seedling.
 - f. Fertilizer is applied by mixing it thoroughly with the soil used to fill up the holes or side dressed in drills at about 10 to 15 cm distance around the base of the seedling.
 - g. In steep areas, fertilizer should be side dressed on the upper and left or right sides of the seedling.
 - h. Most grassland soils are deficient in nitrogen and phosphorus; hence, nitrogen and phosphorus fertilizers or complete fertilizer should be applied.
 - i. Organic fertilizers such as compost, animal manure or green manure can also be used.

1.7 Plantation protection

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1. Fireline Construction
 - a. The 10-meter wide fireline shall be free from cogon, grasses & other undesirable vegetation.
 - 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.
2. Fireline Maintenance
 - a. The 10-meter wide fireline shall be maintained by regular clearing and removing all undesirable vegetation 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.
3. Pest and disease detection and control
 - a. Inform the Watershed Area Team immediately of any possible signs/ symptoms or outbreak of diseases.
 - b. Seedlings with evident attack of pest and presence of disease should be removed and replace with healthy and vigorous seedlings.
4. Patrol works
 - a. Foot patrolling should be conducted regularly after the establishment of the plantation to prevent and control any form of destruction to the plantation area

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

ARTICLE VI
WORK PLAN/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., planting should be done on the onset of rainy season while fire line construction should be undertaken on the onset and until the end of the dry season..

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	ACTIVITY				SCHEDULE							
	YEAR 1				YEAR 2				YEAR 3			
FIRST PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Perimeter Surveying												
2. Mapping of the agro site												
3. Monumenting of corners												
4. Blocking of the area												
SECOND PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Production and/or procurement of seedlings												
THIRD PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Trail construction												
2. Site preparation												
3. Staking												
4. Hole Digging												
5. Seedling Transport												
6. Planting												
7. Fertilizer Application												
FOURTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Fireline construction												
2. Pest and disease detection and control												
3. Patrol works												
FIFTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Fireline maintenance												
2. Trail Maintenance												
3. 1 st cycle ring weeding/spot cultivation												
4. Fertilizer Application (1 st pass)												
5. Pest and disease detection and control												
6. Patrol works												
SIXTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Replanting of seedlings												
2. Fertilizer application (2 nd pass)												

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3. Pest and disease detection and control													
4. Patrol works													
SEVENTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. 2 ND cycle ring weeding/spot cultivation													
2. Trail 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. Fireline maintenance													
2. Fertilizer application													
3. (1 st pass)													
4. 1 st cycle ring weeding/spot cultivation													
5. Pest and disease detection and control													
6. Patrol works													
NINTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. Replanting of seedlings													
2. Trail maintenance													
3. Fertilizer application (2 nd pass)													
4. Replanting of seedlings													
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. 2 nd cycle ring weeding/spot cultivation													
2. Pest and disease detection and control													
3. Patrol works													

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ARTICLE VII
PRE-ROJECT START UP

Upon issuance by NPC and acknowledgment 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 1st billing period, as stipulated in the 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 Community of Social Group 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 a clearance from the Chairman of the barangay where the project is located.

ARTICLE VIII
ACCOMPLISHMENT REPORT AND DOCUMENTATION

1. The CONTRACTOR shall submit an accomplishment report based on the activities completed for every progress-billing.
2. Progress report must be accompanied with geo-tagged pictures and shall be submitted regularly by the CONTRACTOR for monitoring purposes.
3. Reports and request for billing shall be signed by the CONTRACTOR or his duly designated representative.
4. The 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.
5. The report shall be attached to the Request for Inspection and Notice of Billing, for every completed activity per billing period.
6. 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 stage of the project.

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ARTICLE IX PROCESSING OF PAYMENT

Inspection Team shall be composed of the following:

- Watershed Area Team (WAT) Watershed Management Specialist
- Watershed Management Department representative
- A representative from the LGU shall serve as witness during the inspection of completed activities.

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

- Request for inspection
- Notice of billing
- Certification that the laborers hired were already paid for the services rendered to be concurred by the labourers 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 Watershed Area Team will coordinate with Plant representatives and convene the Inspection Team to cause and inspection within ten (10) working days.

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

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BY:

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BY:

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ARTICLE X PROJECT PROFILE (Agroforestry)

I.

Project : AGROFORESTRY

Location :

Barangay : Sitio Abat, Brgy. Poblacion
Municipality : Bokod
Province : Benguet

Area :

Size : 5 hectares
Distance from nearest water source : ~100-300m
Distance from the nearest barangay road : ~50-100m
Climatic Type : Type 2
Topography : Sloping
Soil type/pH : Sandy clay-clay loam
Vegetative Cover : with existing agroforestry species that will serve as shade for coffee; patches of shrubs/bushes

Implementation Strategy

Number of Required Potted Seedlings : 3,750 seedlings (inclusive of 20% allowance for mortality)

Breakdown/ Distribution		
Species	Quantity	Height
1. Coffee Arabica (Coffea arabica)	1,250 pcs	0.40 - 0.60 m
2. Guyabano (Annona muricata)	1,250 pcs	0.40 - 0.60 m
3. Rambutan (Nephelium lappaceum) Or any alternative fruit bearing Tree species applicable in the area	500 pcs	0.40 - 0.60 m
4. Alnus	750 pcs	0.30 - 0.90 m
Total	3,750 pcs	

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(NPC)
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

Planting Scheme Spacing : 4m x 4m

Manpower Availability

No. of People's Organization : 2
Estimated available workforce: 6-10

PROJECT PROFILE
(Reforestation)

II.

Project : REFORESTATION

Location :

Barangay : Sitio Bisal, Bobok-Bisal
Municipality : Bokod
Province : Benguet

Area :

Size : 10 hectares
Distance from nearest water source : ~100-300m
Distance from the nearest barangay road : ~150-200m
Climatic Type : Type 2
Topography: : Sloping
Soil type/pH : Sandy clay-clay loam
Vegetative Cover : Grassland area with patches of shrubs/bushes/existing Benguet trees with rocky portions

Implementation Strategy

Number of Required Potted Seedlings : 20,004 seedlings (inclusive of 20% allowance for mortality)

Contract between NPC and Bayabas Multi-Purpose Community Organization (BAMPCO) Inc.
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Contract No. LOG MSSP 2024-04-040-MGF

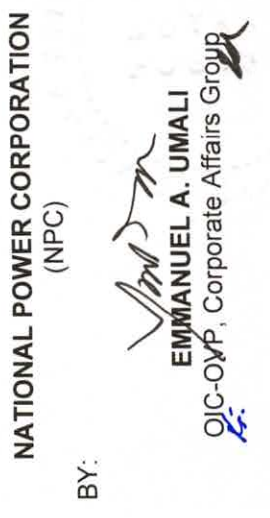


BAYABAS MULTI-PURPOSE COMMUNITY ORGANIZATION (BAMPCO) INC.
(CONTRACTOR)
RESTUZALES P. GLIPO
President

BY: 
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

VINCENT B. CONCIO
OIC-OM, Watershed Management Department

NATIONAL POWER CORPORATION (NPC)

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

Breakdown/ Distribution		
Species	Quantity	Height
1. Benguet pine (<i>Pinus Kesiya</i>)	10,002 pcs	0.13 - 0.40 m
2. Alnus	5,001 pcs	0.30 – 0.90 m
3. Other Forest Tree Applicable in the area (rain tree, etc.)	5,001 pcs	0.13 - 0.40 m
Total	20,004 pcs	

Planting Scheme Spacing : 2m x 3m

Manpower Availability

No. of People's Organization : 2
Estimated available workforce: 6-15

Project : REFORESTATION

Location :
Barangay : Sitio Ot bong, Bobok-Bisal
Municipality : Bokod
Province : Benguet

Area :
Size : 20 hectares
Distance from nearest water source : ~100-500m
Distance from the nearest barangay road : ~500-800m
Climatic Type : Type 2
Topography: : Sloping
Soil type/pH : clay loam
Vegetative Cover : Grassland area with patches of shrubs/bushes/existing Benguet pine trees

Implementation Strategy

Number of Required Potted Seedlings : 40,008 seedlings (inclusive of 20% allowance for mortality)

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BAYABAS MULTI-PURPOSE COMMUNITY ORGANIZATION (BAMPCO) INC.
(CONTRACTOR)
RESTUTILES P. GLIPO
President

BY:

Breakdown/ Distribution		
Species	Quantity	Height
1. Benguet pine (<i>Pinus Kesiya</i>)	20,004 pcs	0.13 - 0.40 m
2. Alnus	10,002 pcs	0.30 – 0.90 m
3. Other Forest Tree Applicable in the area (rain tree, etc.)	10,002 pcs	0.13 - 0.40 m
Total	40,008 pcs	

Planting Scheme Spacing : 2m x 3m

Manpower Availability

No. of People's Organization : 2
Estimated available workforce: 6-15

PRESENCE OF:
(CONTRACTOR)

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 TWO MILLION FORTY EIGHT THOUSAND (PHP 2,048,000.00)** for three (3) years.

Payments shall be based on the progressive billing scheme, as indicated below:

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 Agro Site➤ Blocking of the area➤ Monumenting/marketing of corners	Quarter 1	10 % (less 10% retention fee) 9.00%

SIGNED IN THE
VINCENT B. CONCIO
OIC-OM, Watershed Management Department

NATIONAL POWER CORPORATION (NPC)
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

BY:

(CONTRACTOR)

BY:

RESUTILES P. GLIPO
President

(CONTRACTOR)

VINCENT B. CONCIO
OIC-OM, Watershed Management Department

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

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) Seedlings have reached a minimum height of 0.13 meter 	Quarter 2 Can be waived by a 100% seedling procurement	10 % (less 10% retention fee) 9.00%
3	3 rd Progress Billing	<ul style="list-style-type: none"> Trail construction Strip brushing Staking Hole digging Seedling transport/hauling Planting Fertilizer Application Minimum 80% seedling survival 	Quarter 3	12 % (less 10% retention fee) 10.80%
4	4 th Progress Billing	<ul style="list-style-type: none"> Fireline construction Pest and diseases detection and control Patrol works Minimum 80% seedling survival 	Quarter 4	8 % (less 10% retention fee) 7.20%
Year 2				
5	5 th Progress Billing	<ul style="list-style-type: none"> Fireline maintenance Trail maintenance Pest and diseases detection and control Patrol works Minimum 80% seedling survival 	Quarter 1	15 % (less 10% retention fee) 13.50%
		<ul style="list-style-type: none"> 1st cycle ring weeding/spot cultivation Fertilizer Application (1st pass) Pest and diseases detection and control Patrol works 	Quarter 2	
6	6 th Progress Billing	<ul style="list-style-type: none"> Replanting of seedlings Fertilizer application (2nd pass) Pest & diseases detection & control Patrol works Minimum 80% seedling survival 	Quarter 3	7.50 % (less 10% retention fee) 6.75%
7	7 th Progress Billing	<ul style="list-style-type: none"> 2nd cycle ring weeding/spot cultivation Trail 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	<ul style="list-style-type: none"> Pest & diseases detection & control 	Quarter 1	15.00 %


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BAYABAS MULTI-PURPOSE COMMUNITY ORGANIZATION (BAMPCO) INC.
(CONTRACTOR)
BY: 
RESTUTILES P. GLIJO
President

BY: 
G. LARAYAN
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

VINCENT B. CONCIO
OIC-OM, Watershed Management Department

NATIONAL POWER CORPORATION (NPC)
BY: 
EMMANUEL A. UMALI
OIC-OPP, Corporate Affairs Group

	Billing	<ul style="list-style-type: none">➤ Patrol works➤ Minimum 80% seedling survival		(less 10% retention fee) 13.50%
		<ul style="list-style-type: none">➤ 1st cycle ring weeding/spot cultivation➤ Fertilizer Application (1st pass)➤ Pest and diseases detection and control➤ Patrol works	Quarter 2	
9	9 th Progress Billing	<ul style="list-style-type: none">➤ Fertilizer application➤ Trail Maintenance➤ Replanting of seedlings➤ 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">➤ 2nd cycle ring weeding/spot cultivation➤ Pest & diseases detection & control➤ Patrol works➤ Minimum 80% seedling survival	Quarter 4	7.50% (less 10% retention fee) 6.75%
11	Release of Retention	<ul style="list-style-type: none">➤ The plantation is properly maintained and protected against forest/wild fire➤ The plantation has 80% survival based on the Inspection Chart Map (ICM)➤ Certificate of Final Acceptance issued		10.00%

*Mode of payments to apply also to Agroforestry and Assisted Natural Regeneration (ANR) projects of the above watershed areas.

ARTICLE XII
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, 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.
- b. Surety Bond callable upon demand and penal in nature issued by a surety or insurance company duly accredited by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total Contract Price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to NPC.

SIGNED IN THE PRESENCE OF:

BY:

BY:

NATIONAL POWER CORPORATION
(NPC)

EMMANUEL A. UMALI
OIC-OWP, Corporate Affairs Group

SIGNED IN THE PRESENCE OF:

BY:

BY:

VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

MEDIE G. LABAYAN
(CONTRACTOR)

RESUTILES P. GLIPO
President
(CONTRACTOR)

BAYABAS MULTI-PURPOSE COMMUNITY
ORGANIZATION (BAMPCO) INC.

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 NPC as retention fee.

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

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

ARTICLE XIV
SUBCONTRACTING/ASSIGNMENT

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

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

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11) through Community Participation
Contract No. LOG MSSP 2024-04-040-MGF

[Handwritten signatures and initials in blue ink]

BAYABAS MULTI-PURPOSE COMMUNITY ORGANIZATION (BAMPCO) INC.

PRESENCE OF:

NATIONAL POWER CORPORATION (NPC)

BY:

BY:

ARTICLE XV
PENALTY FOR DELAY

The contract consists of ten (10)-billing period, which shall be completed as scheduled. Three (3) years is equivalent to Thirty-six (36) months. 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 the Corporation 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 three (3) year duration has lapsed.

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**:

- a. 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
- b. 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.

The 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.

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RESUTILES P. GLIPO
President


(CONTRACTOR)

VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

BY: **BAYABAS MULTI-PURPOSE COMMUNITY ORGANIZATION (BAMPCO) INC.**
(CONTRACTOR)

RESTUTILES P. GLIPO
President

BY: **PRESENCE OF:**

MINDA C. DUMANAN
(CONTRACTOR)

BY: **SIGNED IN THE**

VINCENT B. CONCIO
OIC-OM, Watershed Management Department

BY: **NATIONAL POWER CORPORATION**
(NPC)

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

The CONTRACTOR shall turn over to the 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.

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

**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.

BAYABAS MULTI-PURPOSE COMMUNITY ORGANIZATION (BAMPCO) INC.
(CONTRACTOR)
BY: 
RESTUTILES P. GLIJO
President

BY: 
VINCENT B. CONCIO
OIC-OM, Watershed Management Department

BY: 
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

NATIONAL POWER CORPORATION
(NPC)
BY: 

SIGNED IN THE PRESENCE OF:

PRESENCE OF:

**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.

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.

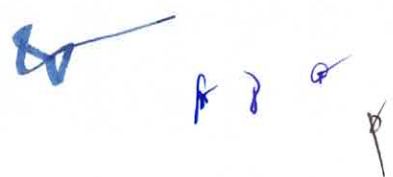
**ARTICLE XX
LIQUIDATED DAMAGES AND PENALTIES**

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


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11) through Community Participation
Contract No. LOG MSSP 2024-04-040-MGF



BY: 
(CONTRACTOR)
RESTUTITO P. GLIJO
President

BY: 
(CONTRACTOR)
MEDDEL G. UYAYAN


VINCENT B. CONCIO
OIC-OM, Watershed Management Department

BY: 
EMMANUEL A. UMALI
OIC-OMP, Corporate Affairs Group

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).

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.

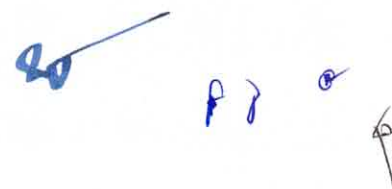
ARTICLE XXIII
GOVERNING LAW

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.


Contract between NPC and Bayabas Multi-Purpose Community Organization (BAMPCO) Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection for the
Reforestation Project and Agroforestry Projects of Upper Agno River Watershed (Under UC-EC Plan
11) through Community Participation
Contract No. LOG MSSP 2024-04-040-MGF



IN WITNESS WHEREOF, the parties hereunto set their hands on this 7th day of MAY, 2024 at QUEZON CITY.

**NATIONAL POWER
CORPORATION
(NPC)**

BY:


EMMANUEL A. UMALI
OIC-OVP, CAG

**BAYABAS MULTI-PURPOSE
COMMUNITY ORGANIZATION
(BAMPCO) INC.
(CONTRACTOR)**

BY:


RESTITILES P. GLIPO
President


SIGNED IN

THE PRESENCE OF:


VINCENT B. CONCIO
OIC-OM, WMD


MAURICE G. LINSAYAN
(CONTRACTOR)

FUNDS AVAILABLE:


LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance

66)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	0004287 / 0004288
COST CENTER	4306003
AMOUNT	P 819,199.50
JO 0004287 P 756,884.13	
JO 0004288 P 63,110.67	

Contract between NPC and Bayabas Multi-Purpose Community Organization (BAMPCO) Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection for the
Reforestation Project and Agroforestry Projects of Upper Agno River Watershed (Under UC-EC Plan
11) through Community Participation
Contract No. LCG MSSP 2024-04-040-MGF

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of MAY 07 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)

Quezon Avenue, Diliman, Quezon City

Doc. No. 153;
Page No. 32;
Book No. 4;
Series of 2024

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11) through Community Participation
Contract No. LOG MSSP 2024-04-040-MGF *ni*

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines this
day of APR 26 2024, 2024, personally appeared **MR.
RESTUTILES P. GLIPO** with ID No. E01-83-003705 (DRIVER'S LICENSE), acting in his
capacity as President of **BAYABAS MULTI-PURPOSE COMMUNITY
ORGANIZATION (BAMPCO) INC.**, 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.

ATTY. HECTOR LEONARDO LAGANSON

Notary Public
NOTARY PUBLIC

Until December 31, 2024

UNTIL DECEMBER 31, 2024

NOTARIAL COMMISSION No. 2022-26

ATTORNEY'S ROLL No. 44659

PTR No. 5522854 - 01/02/24

IBP No. 392834 - 01/03/24

MCLE No. VII-0013504

DAET, CAMARINES NORTE

Dcc. No. 212

Page No. 14

Book No. 178

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Contract No. LOG MSSP 2024-04-040-MGF **2.**