

SIGNED IN THE PRESENCE OF:

BICOL ALLIANCE FOR ENVIRONMENTAL CONCERN AND SERVICES, INC. (CONTRACTOR)

NATIONAL POWER CORPORATION (NPC)

original

CONTRACT NO. LOG MSSP 2022-09-084-MGF

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF THE 10 HECTARES REFORESTATION PROJECT AT MAKBAN WATERSHED RESERVATION

HO-MWA22-005/ SVP220715-RM00284 (SVP2)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

BICOL ALLIANCE FOR ENVIRONMENTAL CONCERN AND SERVICES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at P-4 Lico2 Sto. Domingo, Vinzons, Camarines Norte, herein represented by its President, **MR. ROLAND A. RAFER**, who is 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 of the 10 Hectares Reforestation Project at Makban Watershed Reservation;

WHEREAS, to respond to the above-mentioned requirement, NPC's end-user submitted Purchase Requisition and recommended the procurement thru Small Value Procurement under Section 53.9 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 NP - Small Value procurement conducted on 25 July 2022;

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ROLAND A. RAFER
President
(CONTRACTOR)

MERINDA A. GAGAN
(CONTRACTOR)

EMMANUEL A. UMALI
Department Manager, WMD
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

BY:

ROLAND A. RAFAER
President
(CONTRACTOR)Merinda A. Maga
(CONTRACTOR)EMMANUEL A. UMALI
Department Manager, WMD
(NPC)FERNANDO MARTINEZ ROXAS
President and CEO
(NPC)

BY:

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

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

1. Terms of Reference (with attached Scope of Work), PR No. HO-MWA22-005/ SVP220715-RM00284 (SVP2);
2. Notice of Award dated 07 September 2022;
3. Report on the Result of Bid Opening and Post Qualification dated 17 August 2022;
4. CONTRACTOR's bid proposal dated 22 July 2022;
5. Notice to Proceed; and
6. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

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

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

ARTICLE II PROJECT LOCATION AND CONTRACT DURATION

The project site is located within the Mts Banahaw San Cristobal Protected Landscape (MBSCPL), Dolores, Quezon with an area of Ten (10) Hectares only.

The CONTRACTOR shall complete the works as specified within **three (3) years**. The total contract duration shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed (NTP).

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(CONTRACTOR)

BY:

Merlin G. Maga
(CONTRACTOR)EMMANUEL A. UMALI
Department Manager, WMD
(NPC)FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)**ARTICLE III
COVERAGE**

1. Production and/or procurement of seedlings
2. Perimeter surveying and mapping
3. Monumenting/Marking of corners
4. Blocking of the project area
5. Plantation establishment and operation
6. Plantation Maintenance
 - 6.1 Ring weeding/cultivation and fertilizer application
 - 6.2 Replanting and fertilizer application
 - 6.3 Plantation Protection
 - 6.3.1 Fireline Construction
 - 6.3.2 Fireline Maintenance
 - 6.3.3 Pest and disease detection and control
 - 6.3.4 Foot patrol works

**ARTICLE IV
SCOPE OF WORKS****1. Procurement and/or Production of Seedlings**

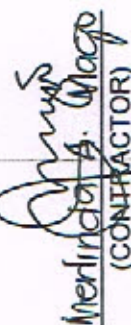
- 1.1 A total of 16,667 indigenous seedlings shall be procured or produced by the contractor exclusive of the 20% mortality allowance.
- 1.2 There shall be at least ten (10) different species of seedlings that will compose the total requirement.
- 1.3 Each seedling must be potted in at least 4"x6" or 2"x2"x6" size black polyethylene bag, healthy and free from pest and disease.
- 1.4 The seedlings' average height should be at least two (2) feet and with an average diameter of at least eight tenths (8/10) of a centimeter or eight (8) millimeters.
- 1.5 Procured/produced seedlings from other location shall be delivered to the project site at least one (1) month before out-planting to acclimatize with the local site condition.

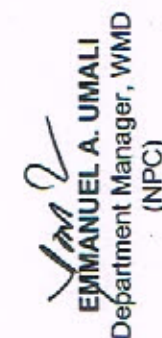
2. Perimeter Surveying and Mapping of Areas to be Planted

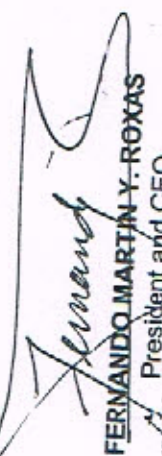
- 2.1 Boundary shall be delineated using GPS instrument.
- 2.2 Map scale of the perimeter survey shall be as follows:
 - 2.2.1 1: 3,000 for areas 10 hectares and below
 - 2.2.2 1: 5,000 for areas more than 10 hectares up to 30 hectares
 - 2.2.3 1: 7,500 for areas more than 30 hectares up to 50 hectares
 - 2.2.4 1: 10,000 for areas more than 50 hectares

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2.3 Map should be drawn/plotted on an A3-size paper and submitted with shapefile to reflect the following.

- 1.3.1 Contour
- 1.3.2 Blocking
- 1.3.3 Non-plantable area
- 1.3.4 Planting Layout
- 1.3.5 Offset area (if any)

2.4 Technical description and remarks for every point shall be clearly indicated in a duly signed map by a licensed forester/geodetic engineer.

2.5 The target area (in hectare) for reforestation should be based on the approved contract/UC-EC Plan. Non-plantable areas such as rocky portions, vegetated are, rivers, road networks, steep ridges/ravines, waterlogged areas, among others shall not be included in the target area that will be planted. In such cases, the contractor shall provide for the additional areas preferably adjacent to the prescribed project site in order to complete the required area for planting.

3. Monumenting/Marking of Corners

For contiguous and non-contiguous areas:

PVC pipes (orange) with 10 cm (4-inch) diameter and height of 60 cm filled with concrete shall be installed on all corners of the perimeter with the bottom half or 30 cm of it buried below ground and the other half or 30 cm of it exposed or above ground. A 24-inch 9mmØ RSB shall serve as concrete reinforcement inside the pipe. The opposite ends of the RSB shall be bent or looped 2-inches from the tip.

The corresponding UTM coordinates of each corner must be completely engraved or etched on the surface of the PVC.

4. Blocking of the Project Site

4.1 Whole project site shall be divided into blocks.

4.1.1 For contiguous area:

- o Block into 10-hectare areas with dimensions of 200 X 500 meters with the short and long ends following the east-west and north-south directions, respectively.

4.1.2 For non-contiguous area:

- o Block into 5-hectare areas with dimensions of 200 X 250 meters.
- o Below 5 hectares, total gross area shall be computed and be treated as a block.

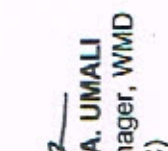
4.1.3 Each block shall be assigned a unique block identification to establish its identity.

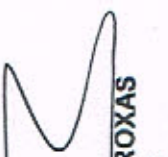
4.2 Blocking posts using PVC pipes (orange) with 5 cm (2-inch)

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diameter and height of 100cm filled with concrete shall be installed on all corners of the block. Each post shall be thrust down to the ground leaving half or 50 cm exposed or above the ground. Coordinates of corner points shall be in UTM format to be engraved/etched on each PVC pipe. The corresponding assigned number for each block is marked on that side of the post.

4.3 Blocking activity using PVC pipe posts in its prescribed dimension shall be done prior to planting.

4.4 Detailed Procedure:

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

- o 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.
- o 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.
- o The width (X-axis) of each block will be 200 meters while the length (Y-axis) will be 500 meters.
- o Assignment of block numbers shall be done following the left-right (west-east) then bottom-up (south-north) direction (see illustration on block assignment).

5. Plantation Establishment and Operation

5.1 Site preparation

5.1.1 Planting strips shall be established approximating the contour and thoroughly brushed/cleared of weeds prior to planting.

5.1.2 Each strip must have a width of 1 meter.

5.1.3 Regenerations must be left unharmed.

5.2 Staking

5.2.1 Staking shall follow the prescribed spacing.

5.2.2 Stakes should be at least 1 meter in height so it can be easily located during hole digging and planting.

5.2.3 Locally available materials can be used as stakes.

5.3 Hole digging

5.3.1 The hole size (diameter) shall be 2 inches bigger than the potted seedling.

5.3.2 The hole depth shall be enough in such a way that the root collar of the planted seedling is level with the ground.

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President

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5.4 Seedling transport

- 5.4.1 Seedlings shall be carefully transported to the planting site.
- 5.4.2 The use of containers such as sacks, basket (kaing, wooden boxes, etc must not injure or damage the seedlings.

5.5 Planting

- 5.5.1 Planting shall start at the onset of the rainy season (usually after one or two heavy rains).
- 5.5.2 For potted seedlings, the plastic containers shall be carefully removed to avoid breakage of the earthball.
- 5.5.3 Removed plastic bags shall be placed on top of the stakes to serve as location markers and shall be disposed properly by the contractor after inspection.
- 5.5.4 Soil shall be filled into the spaces (putting the topsoil first), then tamped around firmly to prevent the seedling from tilting.
- 5.5.5 A **Plantation register** must be maintained on site. A copy of which must be submitted as billing attachment for accomplishments where planting and/or replanting is required.

6. Plantation Maintenance

6.1 Ring weeding / spot cultivation, mulching and fertilizer application

- 6.1.1 Ring weeding and spot cultivation shall be approximately 50-cm in radius around the seedling.
- 6.1.2 Apply mulch approximately 50-cm radius around the seedling (if applicable).
- 6.1.3 Ring weeding and fertilizer application frequency shall follow the prescribed schedule

Year	Schedule
1	2 passes (1 & 3 months after planting) for ring weeding and 1 pass for fertilizer application (1 month after planting)
2	2 passes (quarter 3 & 4) for ring weeding and 1 pass of fertilizer application (quarter 3)
3	2 passes (quarter 1 & 3) for ring weeding and 1 pass of fertilizer application (quarter 3)

(NPC)

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6.2 Replanting and fertilizer application

- 6.2.1 Determine the survival rate through the conduct of inventory on the following schedules:
 - 6.2.1.1 about one month after planting; and
- 6.2.2 Conduct replanting if survival rate is less than 90%.
- 6.2.3 Replanting shall be done only while/during rainy season in the area.
- 6.2.4 Apply inorganic fertilizer at the rate of 10 to 20 gm per seedling.
- 6.2.5 Fertilizer shall be 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.
- 6.2.6 In steep areas, fertilizer shall be side dressed on the upper and left or right sides of the seedling.
- 6.2.7 Most grassland soils are deficient in nitrogen and phosphorus; hence, nitrogen and phosphorus fertilizers or complete fertilizer shall be applied.
- 6.2.8 Organic fertilizers such as compost, animal manure or green manure can also be used.

7. Plantation protection

7.1 Fireline construction

- 7.1.1 The 10-meter wide fireline shall be free from cogon, grasses & other undesirable vegetation.
- 7.1.2 Fireline shall be constructed by clearing an area with a width of 10 meters around the plantation.
- 7.1.3 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.

7.2 Fireline Maintenance

- 7.2.1. 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 the fireline is maintained to prevent wildfire from crossing the established plantation.

7.3. Pest and disease detection and control

- 7.3.1 Inform the Watershed Area Team immediately of any possible signs/ symptoms or outbreak of diseases.
- 7.3.2 Seedlings with evident attack of pest and presence of disease should be removed and replaced with healthy and vigorous seedlings.

7.4 Patrol works

- 7.4.1 Foot patrolling should be conducted regularly after the establishment of the plantation to prevent and control any form of destruction to the plantation area.

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[Signature]
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Department Manager, WMD
(NPC)

(NPC)

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

ARTICLE V SOURCE OF MANPOWER/WORKFORCE

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

The Contractor shall deploy a Project Manager (PM) or Site Supervisor, which is a graduate of Bachelor of Science in Forestry and/or related courses or undergraduate but with experience in handling vegetative rehabilitation projects (supported by documents/proof of experience). Said PM or Site Supervisor shall supervise all aspects of the projects including monitoring of project activities on a daily basis in coordination with WAT's Project-in-Charge.

ARTICLE VI LIABILITIES

CONTRACTOR shall be liable and shall indemnify NPC for any loss, damages or injury of NPC due to or arising from the fault, negligence, vandalism or other unlawful acts of its employees/workers.

CONTRACTOR shall also be held liable to, and shall indemnify third (3rd) person/s for claims arising from the fault and/or negligence of its employees/workers assigned in the premises of the NPC.

NPC shall have the right to deduct from any money payable to the Supplier amount/s equivalent to any damage it may suffer or liability it may incur due to the fault negligence of the latter's workers.

ARTICLE VII PHOTO DOCUMENTATION

At least two (2) geo-tagged / geo-referenced pictures/photographs shall be taken **before, during and after** each activity for each of the blocks of the project site/area and labelled accordingly.

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

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ARTICLE VIII
WORK PLAN/SCHEDULE

ACTIVITY

SCHEDULE

	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 90% survived)												
4. Fertilizer application to planted and replanted seedlings												
5. Pest and disease detection and control												
6. Patrol works												
FIFTH PERIOD												
1. Trail maintenance												
2. Fireline construction												
3. Fireline maintenance												
4. Pest and disease detection and control												
5. Patrol works												
SIXTH PERIOD												
1. 3 rd 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												

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SEVENTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 4 th cycle ring weeding/spot cultivation												
2. Trail maintenance												
3. Fireline maintenance												
4. Replanting of seedlings												
7. Pest and disease detection and control												
8. 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 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												
TENTH/FINAL PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 5 th cycle ring weeding/spot cultivation												
2. Trail maintenance												
3. Replanting of seedlings												
4. Fireline maintenance												
5. Pest and disease detection and control												
6. Patrol works												

ARTICLE IX ACCOMPLISHMENT REPORT

The contractor shall submit monthly accomplishment report based on the activities completed for every 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 to the as Annexes.

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

ARTICLE X 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 HUNDRED SEVENTY THOUSAND SIX HUNDRED SEVENTY SEVEN AND 96/100 (PHP 670,677.96), for three (3) years.**

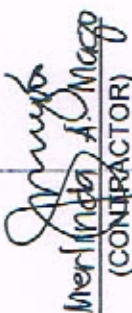
The approved Mode of Payment shall be used as guide in determining the actual amount to be paid, as follows:

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/Marking 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 seed 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 0.40 meter 	Quarter 1-2 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 Minimum 90% 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 of seedlings 1-pass fertilizer application Pest & diseases detection & Patrol works 	Quarter 4	8 % (less 10% retention fee) 7.20%
Year 2				
5	5 th Progress	<ul style="list-style-type: none"> Trail Maintenance Fireline construction 	Quarter 1-2	15 %

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President and CEO

	Billing	<ul style="list-style-type: none"> ✓ Fireline maintenance ✓ Pest and diseases detection and control ✓ Minimum 90% seedling survival 		(less 10% retention fee) 13.50%
6	6 th Progress Billing	<ul style="list-style-type: none"> ✓ 3rd cycle ring weeding/spot cultivation ✓ Replanting of seedlings ✓ Trail Maintenance ✓ Pest & diseases detection & control ✓ Patrol works ✓ Minimum 90% seedling survival 	Quarter 3	7.50 % (less 10% retention fee) 6.75%
7	7 th Progress Billing	<ul style="list-style-type: none"> ✓ 4th cycle ring weeding/spot cultivation ✓ Fireline maintenance ✓ Trail Maintenance ✓ Replanting of seedlings ✓ Patrol works ✓ Minimum 90% survival rate 	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 90% survival rate 	Quarter 1-2	15.00 % (less 10% retention fee) 13.50%
9	9 th Progress Billing	<ul style="list-style-type: none"> ✓ 5th cycle ring weeding/spot cultivation ✓ Fertilizer application (pass) ✓ Trail Maintenance ✓ Replanting of seedlings ✓ Pest & diseases detection & control ✓ Patrol works ✓ Minimum 90% survival rate 	Quarter 3	7.50% (less 10% retention fee) 6.75%
10	Final payment	<ul style="list-style-type: none"> ✓ 6th cycle ring weeding/spot cultivation ✓ Trail Maintenance ✓ Replanting of seedlings ✓ Fireline maintenance ✓ Pest & diseases detection & control ✓ Patrol works ✓ Minimum 90% survival rate 	Quarter 4	7.50% (less 10% retention fee) 6.75%
Release Retention		<ul style="list-style-type: none"> ✓ The plantation is properly maintained and protected against forest/wild fire ✓ The plantation has 90% survival based on final count ✓ Certificate of Final Acceptance issued 		≤10.00% (dependent to percentage of survival)

ARTICLE XI PERFORMANCE SECURITY

To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post a performance security which shall remain valid and effective during the contract duration.

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that

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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 the National Power Corporation.
- c. Performance Securing Declaration.

ARTICLE XII 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.

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

ARTICLE XIII LIQUIDATED DAMAGES

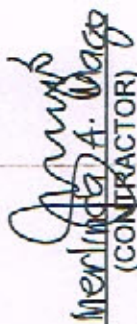
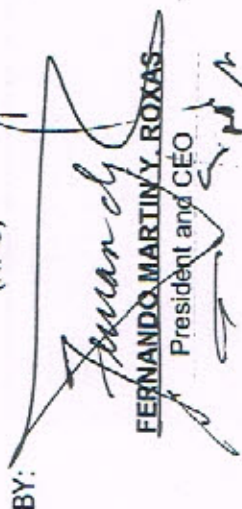
Should CONTRACTOR fail to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.

ARTICLE XIV WARRANTY CLAUSE

CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of

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BY:

ROLAND A. RAFAER
President
ROLANDO A. BAGO
(CONTRACTOR)
EMMANUEL A. UMALI
Department Manager, WMD
(NPC)
FERNANDO MARTIN Y. ROXAS
President and CEO

work of the Contract awarded to him 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; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or his representative and/or the erring NPC official(s) and employee(s).

ARTICLE XV VALIDITY CLAUSE

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

ARTICLE XVI VENUE OF ACTION

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

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

NATIONAL POWER CORPORATION
(NPC)

**BICOL ALLIANCE FOR
ENVIRONMENTAL CONCERN
AND SERVICES, INC.**
(CONTRACTOR)

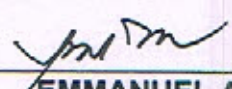
BY:

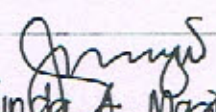
BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


ROLAND A. RAFER
President

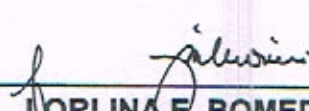
SIGNED IN THE PRESENCE OF:


EMMANUEL A. UMALI
Department Manager, Watershed
(NPC)


Merlinda A. Maza
(CONTRACTOR)

CBI#24-10-5102
P201,209.40
CBI#25-10-5204
P150,902.55

FUNDS AVAILABLE


LORRINA E. BOMEDIANO 10/15/22
Sr. Department Manager, Finance

UC-EC	
CERTIFIED FUNDS AVAILABLE	
PERIOD	2022
JOB ORDER	JO 8003254
COST CENTER	4206024
AMOUNT	P134,135.59

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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 7 NOV 2022, 2022, personally appeared **FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of seventeen (17) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until December 31, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 246 ;
Page No. 51 ;
Book No. 5 ;
Series of 2022.

ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-127(2021-2022)
Commission Expires on 31 December 2022
Roll No. 44291
IBP No. 201548; 02/08/2022; RS-1
TR No. 2614399; 02/08/2022; Quezon City
LE No. VI-0025196; 04/08/19; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Makman Quezon City

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
_____ day of 21 OCT 2022 2022, personally appeared **MR. ROLAND A.
RAFER**, President, **BICOL ALLIANCE FOR ENVIRONMENTAL CONCERN
AND SERVICES, INC.**, with Identification Document in the form of
_____, issued by _____ at _____, on
_____, known to me and to me known to be the same person who
executed the foregoing instrument consisting of seventeen (17) pages,
including the pages wherein the acknowledgements are written, all pages
signed by both parties and their instrumental witnesses and he acknowledged
before me that the same is his free and voluntary act and deed and that of the
Company he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the
date first above written.

Notary Public
Until December 31, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 329
Page No.: 16
Book No.: 11
Series of 2022.

C. B. Brison
ATTY. CHRISTIAN BENEDICT T. BRISON
NOTARY PUBLIC FOR AND IN QUEZON CITY
Until December 31, 2020
Commission No. NP - 224 (2019-2020)
Roll No. 69532
IBP No. 183411/01-03-2022/Quezon City
PTR No. 3803180/01-03-2022
MCLE Compliance No. VI-0020767/22
Extended until Dec. 30, 2022

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Contract No. LOG MSSP 2022-09-084-MGF *si*