

CONTRACT NO. LOG MSSP 2023-12-127-ALC

SUPPLY OF LABOR AND MATERIALS FOR THE CONDUCT OF COMMUNITY DEVELOPMENT (TRAINING FOR BEEKEEPING) HO-CWA24-003 / SVP231103-NA00361 (SVP2)

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION (NPC)

BY: 
AIRENE E. ONG
President


RIZZA C. PERALDO
(CONTRACTOR)


VINCENT B. CONCIO
Officer-in-Charge, Office of the Manager, Watershed Management Department


EMMANUEL A. UMALI
Officer-in-Charge, Office of the Vice President, Corporate Affairs Group

KNOW ALL MEN BY THESE PRESENTS:

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

The NATIONAL POWER CORPORATION, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at Gabriel Y. Itchon Building, Sen. Miriam P. Defensor-Santiago Ave. (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Officer-in-Charge, Office of the Vice President, Corporate Affairs Group, MR. EMMANUEL A. UMALI, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC;

- and -

UNIFIED UPLAND FARMERS AND ENTREPRENEURS COMMUNITY ORGANIZATION, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Purok 2, Brgy. Guisican, Labo, Camarines Norte, Philippines, herein represented by its President, MS. AIRENE E. ONG, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR.

WITNESSETH: That -

WHEREAS, NPC thru its Caliraya Watershed Area Team, needs a contract for the Supply of Labor and Materials for the Conduct of Community Development (Training for Beekeeping);

WHEREAS, there were two (2) prospective bidders submitted a price proposal during the bid opening conducted on 21 November 2023;


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


WHEREAS, NPC accepted the said bid offer of the CONTRACTOR;


Contract between NPC and Unified Upland Farmers and Entrepreneurs Community Organization, Inc.
Contract No. LOG MSSP 2023-12-127-ALC

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BY: 
AIRENE E. ONG
President


K172A C. REDUIT
(CONTRACTOR)


VINCENT B. CONCIO
Officer-in-Charge, Office of the Manager, Watershed Management Department


EMMANUEL A. UMALI
Officer-in-Charge, Office of the Vice President, Corporate Affairs Group

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 for the Supply of Labor and Materials for the Conduct of Community Development (Training for Beekeeping), PR No. HO-CWA24-003 / SVP231103-NA00361 (SVP2);
2. Notice of Award dated 29 December 2023;
3. Report on the Result of Bid Opening and Post Qualification dated 04 December 2023;
4. CONTRACTOR's bid proposal dated 03 November 2023;
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
SCOPE OF WORKS


The project shall have ten (10) major activities consisting of but will not be limited to the following:

- a. Formulate Project Development Plan, reviewed and concurred upon by CLWAT
- b. Coordinate with concerned Local Government Units (LGU's), Government Agencies (GAs) and local communities, prior to the Implementation of "Community Development Project".
- c. Consultation and leveling off with the identified beneficiaries.
- d. Formulation of Training Module/s prior to the conduct of Livelihood Trainings.


Contract between NPC and Unified Upland Farmers and Entrepreneurs Community Organization, Inc.
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BY: 
AIRENE E. ONG
President


K122A Roque B. Bernaldo
(CONTRACTOR)

VINCENT B. CONCIO
Officer-in-Charge, Office of the
Manager, Watershed Management
Department


EMMANUEL A. UMALI
Officer-in-Charge, Office of the Vice
President, Corporate Affairs Group

- e. Secure the venue, provision of foods, equipment, and other related materials prior to the conduct of livelihood training and implementation of livelihood programs.
- f. Implement the Livelihood Training (Beekeeping).
- g. Organizing of PO and facilitation of accreditation with Government Agency.
- h. Prepared and employ structured questionnaires to evaluate the participants and determine customer's feedback during the conduct of trainings/seminars/fora and implementation of livelihood programs.
- i. Prepare proceedings of every activity engaged into by the Project Team i. e. livelihood trainings on Beekeeping, meetings with PO, and other related dealings.
- j. Submit a final report to NPC-CLWAT, detailing all the activities undertaken during the implementation of the project, including photo documentation (organized and properly captioned), attendance sheets, certificate of PO accreditation and other related attachments.

**ARTICLE III
TARGET BENEFICIARIES**

The beneficiaries are twenty (20) bona fide residents from municipality of Cavinti, Laguna.

**ARTICLE IV
STANDARDS OF SERVICES**

The Project Team shall be required to perform its services with the degree of skill and judgment normally exercised by respected institutions performing services of similar nature. It shall exercise all reasonable skill, care and diligence in the discharge of its duties agreed to be performed consistent with the best interest of NPC-CLWAT. To attain these ends, it shall provide personnel with adequate qualifications and experience and of such number as may be required to fulfil its scope of work.

**ARTICLE V
DELIVERABLES**


The Project Team shall be required to submit to NPC-CLWAT the following:

- 1. Project Proposal


A project proposal shall be submitted to NPC-CLWAT,

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BY: 
AIRENNE E. LONG
President


RIZZA E. PADUA
(CONTRACTOR)


VINCENT B. CONCIO
Officer-in-Charge, Office of the
Manager, Watershed Management
Department

BY: 
EMMANUEL A. UMALI
Officer-in-Charge, Office of the Vice
President, Corporate Affairs Group

which contains the methodology and timetable of implementation.

2. Inception Report

The report shall contain the detailed work plan to be undertaken for the project, including schedules and resource requirements. This shall be submitted immediately after the kick-off conference between parties or within two (2) weeks after the issuance of the Notice to Proceed and before the start of the activities.

3. Draft Report and Final Report

a. Report on the activities conducted: preliminary, during and post implementation of the project. This includes photo documentation, attendance sheets and other related attachments.

- b. Proceedings of the following activities:
 - b.1 Livelihood Trainings on Beekeeping
 - b.2 Organizing of the PO
 - b.3 Monthly meetings

**ARTICLE VI
CONTRACT DURATION**

The project shall commence immediately upon issuance of Notice to Proceed and shall be completed **within one (1) year**.

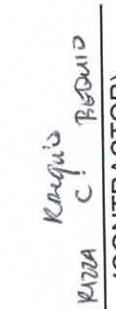
**ARTICLE VII
DELIVERY POINT**


The project team shall report directly to and the deliverables shall be delivered at NPC-CLWAT, Lumban, Laguna


**ARTICLE VIII
TOTAL CONTRACT PRICE AND MODE OF PAYMENT**

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS FIVE HUNDRED FORTY FIVE THOUSAND PESOS (PHP 545,000.00) ONLY**.

BY: 
AIRENE E. ONG
 President

BY: 
KAYLA C. ROSENDO
 (CONTRACTOR)

BY: 
VINCENT B. CONCIO
 Officer-in-Charge, Office of the Manager, Watershed Management Department

BY: 
EMMANUEL A. UMALI
 Officer-in-Charge, Office of the Vice President, Corporate Affairs Group

MODE OF PAYMENT AND SCHEDULE OF FUND RELEASE

PAYMENT NO.	NATURE OF PAYMENT	BASIS/INDICATOR OF PAYMENT	EXPECTED OUTPUT	APPROX. NO. OF MONTHS	% TOTAL COST
1	1 ST Payment	-MOA signed -Issuance of Notice To Proceed -Notice of Billing received by NPC	* MOA * Detailed Work Plan * Inception Report * Project Development Plan & Training Module	2 months	20% (Less 10% Retention Fee) 98,100
2	2 ND Payment	- Minutes of Meeting and Photo documentation of the consultation meeting w/ LGUs and project stakeholders - Turned-over starter kit - Certificate of accreditation - Documentation of Meetings and reports - Notice of Billing Received by NPC	* 1 ST progress report * Proceedings & Livelihood Training (Beekeeping) * Turn-over of Starter kit to Project stakeholders * Organized PO And facilitated accreditation with Government Agency * 1 ST Month meeting & report	1 month	40% (Less 10% Retention Fee) 196,200
3	3 RD Payment	- Documentation of Meetings & reports - Draft report -Notice of Billing received by NPC	* Monthly Meetings and 3 quarterly reports * Draft final report	9 months	20% (Less 10% Retention Fee) 98,100
4	4 TH Payment	- Final report - Certificate of Final Acceptance -Notice of Billing Received by NPC	* Final Report Including Training Evaluation Report and Customers Satisfaction Rating		20% (Less 10% Retention Fee) 98,100

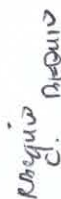
* Note: The CONTRACTOR will conduct some activities ahead of schedule subject to a mutual written agreement with the end-user.

Contract between NPC and Unified Upland Farmers and Entrepreneurs Community Organization, Inc.
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BY:

BY:


AIRENE E. ONG
President


RIZZA C. DEOUIO
(CONTRACTOR)


VINCENT B. CONCIO
Officer-in-Charge, Office of the
Manager, Watershed Management
Department


EMMANUEL A. UMALI
Officer-in-Charge, Office of the Vice
President, Corporate Affairs Group

**ARTICLE IX
PERFORMANCE SECURITY**

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

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

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

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.


BY:

BY:


AIRENE E. LONG
President


KIDIA R. NEGUS
(CONTRACTOR)


VINCENT B. CONCIO
Officer-in-Charge, Office of the
Manager, Watershed Management
Department


EMMANUEL A. UMALI
Officer-in-Charge, Office of the Vice
President, Corporate Affairs Group

**ARTICLE X
LIQUIDATED DAMAGES**

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

**ARTICLE XI
NON-ASSIGNMENT AND NO SUB-CONTRACT**

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-CONTRACTOR of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-CONTRACTOR shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-CONTRACTOR, or because of the late submission of its approval.

**ARTICLE XII
AGREEMENT MODIFICATION**

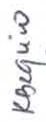
No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

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BY:


AIRENNE E. LONG
President

SIGNED IN THE PRESENCE OF:


RIZZA C. REQUIA
(CONTRACTOR)


VINCENT B. CONCIO
Officer-in-Charge, Office of the
Manager, Watershed Management
Department

BY:


EMMANUEL A. UMALI
Officer-in-Charge, Office of the Vice
President, Corporate Affairs Group

**ARTICLE XIII
SUSPENSION OF WORK**

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

**ARTICLE XIV
PRE-TERMINATION**

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the CONTRACTOR gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

**ARTICLE XV
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

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BY:

BY:

BY:

[Signature]

AIRENE E. ONG
President

[Signature]
K122A C. BEDUIS

(CONTRACTOR)

[Signature]

VINCENT B. CONCIO
Officer-in-Charge, Office of the
Manager, Watershed Management
Department

[Signature]

EMMANUEL A. UMALI
Officer-in-Charge, Office of the Vice
President, Corporate Affairs Group

consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; it shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XVI
JOINT AND SEVERAL LIABILITY**

The liability of the CONTRACTOR and/or any and all of the entities representing it on any manner under this Contract or relating to thereto is joint and several and for this reason NPC may proceed against any or all of them.

**ARTICLE XVII
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 XVIII
EFFECTIVITY**

This Contract shall become effective upon the issuance of the Notice to Proceed.

**ARTICLE XIX
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 only.

[Handwritten mark]

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 25th day of January, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

**UNIFIED UPLAND FARMERS
AND ENTREPRENEURS
COMMUNITY ORGANIZATION, INC.**
(CONTRACTOR)


BY:


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

BY:


AIRENE E. ONG
President

SIGNED IN THE PRESENCE OF:


VINCENT B. CONCIO
OIC-OM, Watershed Management
Department
(NPC)


RIZA C. BERMIO
(CONTRACTOR)

FUNDS AVAILABLE

(E)

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2024
JOB ORDER	: JD 0004309
COST CENTER	: 4306024
AMOUNT	: P145,000.00


LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance



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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of JAN 25 2024, 2024, personally appeared **MR. EMMANUEL E. UMALI**, OIC-OVP, Corporate Affairs Group, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. pnw12000006, known to me and to me known to be the same person who executed the foregoing instrument consisting of sixteen (16) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

Notary Public
Until December 31, 2024
IBP Lifetime No.: _____
PTR No.: _____

ATTY. DIWA RAFAEL B. BONTUYAN
Notary Public for Quezon City
Commission No. NP-401 (2023-2024)
Commission Expires on 31 December 2024
Roll No. 64390
IBP No. 1006807; 02/07/2023; Quezon City
PTR No. 4540603; 04/20/2023; Quezon City
MCLE No. VII-0009839; 02/14/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Doc. No. 282 ;
Page No. 55 ;
Book No. 1 ;
Series of 2024.

Contract between NPC and Unified Upland Farmers and Entrepreneurs Community
Organization, Inc.
Contract No. LOG MSSP 2023-12-127-ALC

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S
DAET, CAMARINES NORTE

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this JAN 16 2024, 2024, personally appeared **MS. AIRENE E. ONG**, President, **UNIFIED UPLAND FARMERS AND ENTREPRENEURS COMMUNITY ORGANIZATION, INC.** with Identification Document in the form of POSTAL ID #16220224473 issued by PITL POST at Daet, Cam. Norte, on 4/20/22, known to me and to me known to be the same person who executed the foregoing instrument consisting of sixteen (16) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

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

[Signature]
ATTY. HECTOR LEONARDO LAGANSON
NOTARY PUBLIC
UNTIL DE **Notary Public** 31/12/24
NOTARIAL COM **Until December 31, 2024**
ATTORNEY **IBP Lifetime No. 79**
PTR No. **522874 - 01/02/24**
IBP No. **392834 - 01/03/24**
MCLE No. VII-001350-4
DAET, CAMARINES NORTE

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