

NATIONAL POWER CORPORATION  
(NPC)

BY:

*Emmanuel A. Umali*

EMMANUEL A. UMALI

Officer-in-Charge – Office of the Vice President,  
Corporate Affairs Group

SIGNED IN THE PRESENCE OF:

*Vincent B. Concio*

VINCENT B. CONCIO

Officer-in-Charge – Office of the  
Manager, Watershed Management  
Department  
(NPC)

REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, INC. (CONTRACTOR)

BY:

*Mark Anthony Peacock*

(CONTRACTOR) (Bas)

REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, INC. (CONTRACTOR)

*Allan S. Manjares*

ALLAN S. MANJARES

President

**CONTRACT NO. LOG MSSP 2024-01-001-ALC**

**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION AND AGROFORESTRY PROJECTS OF TIWI WATERSHED AREA TEAM**  
**PR No. HO-TWT24-001 / PB231212-NA00386**

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 -

**REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Purok 2, Brgy. Camambugan, Daet, Camarines Norte, Philippines herein represented by its President, **MR. ALLAN S. MANJARES**, who is duly authorized to represent it in this transaction, hereinafter referred to as the “**CONTRACTOR**”.

**WITNESSETH: That –**

WHEREAS, on 18 November 2023, NPC posted the Invitation to Bid for the Public Bidding of the Contract for the Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team;

WHEREAS, there were two (2) prospective bidders secured the bidding documents and participated in the bidding conducted on 12 December 2023;

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

WHEREAS, NPC accepted the said bid offer 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:

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team  
Contract No. LOG MSSP 2024-01-001-ALC

9

REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, INC. (CONTRACTOR)


SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION (NPC)

BY:   
ALLAN S. MANJARES  
President

BY:   
MARK ANTHONY P. CONCEPCION  
(CONTRACTOR) (BoD)

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

BY:   
EMMANUEL A. UMALI  
Vice President,  
Corporate Affairs Group

**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 thereof.

1. Bidding Documents for the Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team, PR No. HO-TWT24-001 / PB231212--NA00386;
2. Notice of Award dated 04 January 2024;
3. Post Qualification Report dated 19 December 2023;
4. Bid Opening Report dated 12 December 2023;
5. CONTRACTOR's bid proposal dated 12 December 2023;
6. Notice to Proceed; and
7. 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 sites are located at the following areas:

| Package | Location   | Area  |
|---------|--|-------|
| 1       | Brgy. Sugcad, Malinao, Albay   | 50 Ha |
| 2       | Brgy. Obi, Sulong and Balumbong, Caramuran, San Miguel and Bato, Catanduanes | 50 Ha |

Contract Duration shall be **three (3) years** upon 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/markings of corners
3. Blocking of the project area
4. Production and/or procurement of seedlings
5. Plantation establishment and operation

Contract between NPC and Real Advocates for the Restoration of Environment, Inc. Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team Contract No. LOG MSSP 2024-01-001-ALC



ALLAN S. MANJARES  
President

BY: *MAK-ADITHYAN P. COLONG*  
(CONTRACTOR) (Red)

*V. B. Concio*  
VINCENT B. CONCIO  
Officer-in-Charge – Office of the  
Manager, Watershed Management  
Department  
(NPC)

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

- 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

**1. PERIMETER SURVEYING AND MAPPING OF AREAS TO BE PLANTED**

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

- a. To be drawn and plotted on an A3-size tracing paper.
- b. Technical description and remarks for every point shall be clearly indicated duly signed and sealed by a forester/geodetic engineer.

1.3. The total available area for reforestation is the target (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.

**2. MONUMENTING/MARKING OF CORNERS**

For contiguous area/non-contiguous area:

PVC pipe (orange color) with 10 cm (4 inches) diameter and height of 60 cm (24 inches) filled with concrete and 30 cm (12 inches) exposed shall be installed on all corners of the project site's perimeter. Corner pipes shall be marked/engraved with northing and easting values (in km.)

**3. BLOCKING OF THE PROJECT SITE**

3.1 Whole project site shall be divide into blocks.

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*97*

BY:

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

*Vincent B. Concio*

**VINCENT B. CONCIO**  
Officer-in-Charge – Office of the  
Manager, Watershed Management  
Department  
(NPC)

BY:

*Allan S. Manjares*  
(CONTRACTOR) (Rep)

**ALLAN S. MANJARES**  
President

3.2 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.

3.3 For non-contiguous area:

- a. Block into 5-hectare area 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.

3.4 Corner points shall be on GPS reading/survey.

3.5 Blocking shall be reflect/indicated in the map.

3.6 PVC pipe orange-colored posts with dimension of 2-inch x 100 cm filled with concrete and with 50 cm exposed shall be installed at corners of the blocks in such a way that the one side faces a block. The corresponding code for that block is marked on that side of the PVC post.

3.7 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.

3.8 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.
- b. The point of origin (O) shall be determined by the intersection of the X and Y axes, which correspond to the east-west and north-south directions, respectively.
- c. The width (X-axis) of each block will measure 200 meters per block while the longer axis (Y-axis) will have a length of 500 meters.
- d. Assignment of block numbers shall be done following the left-right (west-east) then bottom-up (south-north) direction.
- e. Whenever appropriate, blocks shall be established to cover other areas which spans across a block.

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BY:

*[Signature]*

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

*[Signature]*

**VINCENT B. CONCIO**  
Officer-in-Charge – Office of the  
Manager, Watershed Management  
Department  
(NPC)

BY:

*[Signature]*  
(CONTRACTOR) (1800)

**ALLAN S. MANJARES**  
President

**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 0.40 meters and a maximum height of 0.80 meters 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 Clause 16.

**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 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. Number of planting strips depends on the configuration of the plantation site.
  - d. If using ring weeding, approximately 50-cm. radius around the seedlings 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 WAT.
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.

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*g*

ALLAN S. MANJARES  
President  
(CONTRACTOR)

BY: MARK ANTHONY PROBERTUS  
(CONTRACTOR) (Brow)

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

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

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 more firm attachment of roots to the soil.

5. Planting

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

6. PLANTATION MAINTENANCE

6.1 Ring weeding/Strip brushing/ spot cultivation, mulching and fertilizer application

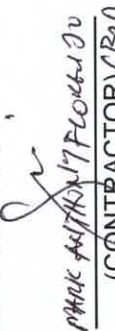
- a. Ring weeding and spot cultivation shall be approximately 50-cm radius around the seedling, uproot all roots and rhizomes and loosen the soil. If strip brushing, it shall be approximately 1 meter wide. Uproot all roots and rhizomes and loosen the soil.
- b. Mulch is approximately 50-cm radius around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

| Year | Schedule                                     |
|------|--|
| 1    | 2 passes (1 month & 3 months after planting) |
| 2    | 2 passes (quarter 1 & 3)                     |
| 3    | 2 passes (quarter 1 & 3)                     |


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BY:  ALLAN S. MANJARES  
President

BY:  MARK ALONZO FLORES  
(CONTRACTOR) (B/D)

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

BY:  EMMANUEL A. UMALI  
Officer-in-Charge – Office of the Vice President,  
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6.2 Replanting and fertilizer application

- a. Replanting is required if survival rate is less than 90%.
- b. Inventory should be done one month after out planting 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 during the following dates:
  - i. about one month after planting; and
  - ii. at the end of the rainy season during year 1; and
  - iii. every maintenance that passes for the 2<sup>nd</sup> and 3<sup>rd</sup> year.
- 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.

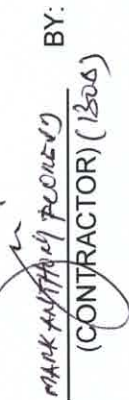
7. PLANTATION PROTECTION

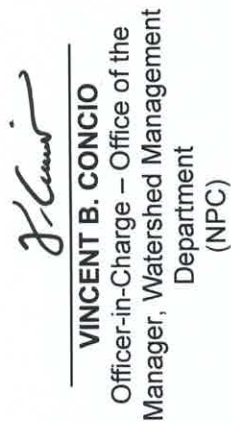
- 1. Pest and disease detection and control
  - a. Inform the Watershed Area Team immediately of any possible signs/symptoms or outbreak of diseases.
  - b. Seedlings with evident attack of pest and presence of disease should be removed and replace with healthy and vigorous seedlings.

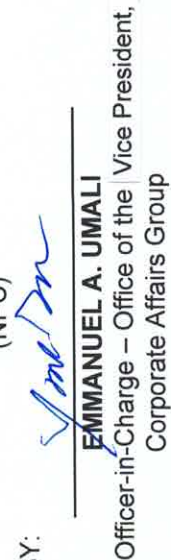
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BY:   
ALLAN S. MANJARES  
President

BY:   
MARK ANTHONY PONCE  
(CONTRACTOR) (12004)

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

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

2. Patrol works

- a. Foot patrolling should be conducted regularly to prevent and control any form of destruction to the plantation area.
- b. Prepare and submit monthly patrol report and shall form part of the attachments every progress billing.
- c. In case of *force majeure* events (i.e. typhoon, fire, etc.), a damage report (complete with a map showing the extent of the damage area, photo documentation and proposed rehabilitation plan) should be submitted to the Watershed Area Team within seven (7) days after its occurrence.

**ARTICLE IV**  
**SOURCE OF MANPOWER / WORKFORCE**

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

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

Labor Related Issues

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

**ARTICLE V**  
**PHOTO DOCUMENTATION**

- 1. At least two (2) pictures / photographs with date indicated in one corner shall be taken before, during and after each activity.
- 2. The picture/photograph must be geotagged and shall be taken on the same spot to clearly distinguish the condition of area before the conduct of the activity, during the activity and after the activity.
- 3. Captions should be included for each picture stating the activity undertaken and its location

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ARTICLE VI  
WORK PLAN/SCHEDULE

**PACKAGE 1**  
ACTIVITY

SCHEDULE

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

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION (NPC)

BY:

*Mark Anthony P. Roberts*  
(CONTRACTOR)

*Vincent B. Concio*

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

*Emmanuel A. Umali*


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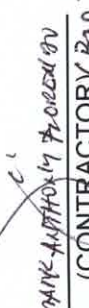
BY:


*Allan S. Manjares*  
ALLAN S. MANJARES  
President

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BY:   
 ALLAN S. MANJARES  
 President

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

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

|  |           |           |           |           |           |           |           |           |           |           |           |           |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 5. Pest and disease detection and control              |           |           |           |           |           |           |           |           |           |           |           |           |
| 6. Patrol works  |           |           |           |           |           |           |           |           |           |           |           |           |
| <b>SEVENTH PERIOD</b>                                  | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> |
| 1. 3rd cycle ring weeding/spot cultivation             |           |           |           |           |           |           |           |           |           |           |           |           |
| 2. Trail maintenance                                   |           |           |           |           |           |           |           |           |           |           |           |           |
| 3. Pest and disease detection and control              |           |           |           |           |           |           |           |           |           |           |           |           |
| 4. Patrol works  |           |           |           |           |           |           |           |           |           |           |           |           |
| <b>EIGHTH PERIOD</b>                                   | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> |
| 1. 1 <sup>st</sup> cycle ring weeding cultivation      |           |           |           |           |           |           |           |           |           |           |           |           |
| 2. Trail maintenance                                   |           |           |           |           |           |           |           |           |           |           |           |           |
| 3. Fertilizer application                              |           |           |           |           |           |           |           |           |           |           |           |           |
| 4. Pest and disease detection and control              |           |           |           |           |           |           |           |           |           |           |           |           |
| 5. Patrol works  |           |           |           |           |           |           |           |           |           |           |           |           |
| <b>NINTH PERIOD</b>                                    | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> |
| 1. 2 <sup>nd</sup> 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  |           |           |           |           |           |           |           |           |           |           |           |           |
| <b>TENTH PERIOD</b>                                    | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> |
| 1. 3rd cycle ring weeding/spot cultivation             |           |           |           |           |           |           |           |           |           |           |           |           |
| 2. Pest and disease detection and control              |           |           |           |           |           |           |           |           |           |           |           |           |
| 3. Patrol works  |           |           |           |           |           |           |           |           |           |           |           |           |

**PACKAGE 2**

| ACTIVITY  | SCHEDULE  |           |           |           |           |           |           |           |           |           |           |           |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|   | YEAR 1    |           |           |           | YEAR 2    |           |           |           | YEAR 3    |           |           |           |
| <b>FIRST PERIOD</b>                             | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> |
| 1. Perimeter Surveying                          |           |           |           |           |           |           |           |           |           |           |           |           |
| 2. Mapping of the refo site                     |           |           |           |           |           |           |           |           |           |           |           |           |
| 3. Monumenting of corners                       |           |           |           |           |           |           |           |           |           |           |           |           |
| 4. Blocking of the area                         |           |           |           |           |           |           |           |           |           |           |           |           |
| <b>SECOND PERIOD</b>                            | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> |
| 1. Production and / or procurement of seedlings |           |           |           |           |           |           |           |           |           |           |           |           |

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
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 Contract No. LOG MSSP 2024-01-001-ALC

9


REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, I NC. (CONTRACTOR)

BY:   
**ALLAN S. MANJARES**  
 President

SIGNED IN THE PRESENCE OF:

BY:   
 (CONTRACTOR) (Bad)

NATIONAL POWER CORPORATION (NPC)

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

  
**VINCENT B. CONCIO**  
 Officer-in-Charge – Office of the  
 Manager, Watershed Management  
 Department  
 (NPC)

| 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   |    |    |    |    |    |    |    |    |    |    |    |    |
| FOURTH PERIOD   |    |    |    |    |    |    |    |    |    |    |    |    |
|   | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. 1 <sup>st</sup> – 3 <sup>rd</sup> cycle ring weeding/spot cultivation                              |    |    |    |    |    |    |    |    |    |    |    |    |
| 2. Trail maintenance  |    |    |    |    |    |    |    |    |    |    |    |    |
| 3. Replanting (if less than 80% survived)   |    |    |    |    |    |    |    |    |    |    |    |    |
| 4. 1 <sup>st</sup> – 2 <sup>nd</sup> passes fertilizer application to planted and replanted seedlings |    |    |    |    |    |    |    |    |    |    |    |    |
| 5. Pest and disease detection and control   |    |    |    |    |    |    |    |    |    |    |    |    |
| 6. Patrol works   |    |    |    |    |    |    |    |    |    |    |    |    |
| FIFTH PERIOD  |    |    |    |    |    |    |    |    |    |    |    |    |
|   | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. 1 <sup>st</sup> cycle ring weeding cultivation   |    |    |    |    |    |    |    |    |    |    |    |    |
| 2. Trail maintenance  |    |    |    |    |    |    |    |    |    |    |    |    |
| 3. Fertilizer application   |    |    |    |    |    |    |    |    |    |    |    |    |
| 4. Pest and disease detection and control   |    |    |    |    |    |    |    |    |    |    |    |    |
| 5. Patrol works   |    |    |    |    |    |    |    |    |    |    |    |    |
| SIXTH PERIOD  |    |    |    |    |    |    |    |    |    |    |    |    |
|   | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. 2 <sup>nd</sup> cycle ring weeding / spot cultivation  |    |    |    |    |    |    |    |    |    |    |    |    |
| 2. Trail maintenance  |    |    |    |    |    |    |    |    |    |    |    |    |
| 3. Replanting of seedlings  |    |    |    |    |    |    |    |    |    |    |    |    |
| 4. Fertilizer application   |    |    |    |    |    |    |    |    |    |    |    |    |
| 5. Pest and disease detection and control   |    |    |    |    |    |    |    |    |    |    |    |    |
| 6. Patrol works   |    |    |    |    |    |    |    |    |    |    |    |    |
| SEVENTH PERIOD  |    |    |    |    |    |    |    |    |    |    |    |    |
|   | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. 3 <sup>rd</sup> cycle ring weeding / spot cultivation  |    |    |    |    |    |    |    |    |    |    |    |    |
| 2. Trail maintenance  |    |    |    |    |    |    |    |    |    |    |    |    |
| 3. Pest and disease detection and control   |    |    |    |    |    |    |    |    |    |    |    |    |
| 4. Patrol works   |    |    |    |    |    |    |    |    |    |    |    |    |

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
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 Contract No. LOG MSSP 2024-01-001-ALC

9

REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, INC. (CONTRACTOR)

PRESENCE OF:

SIGNED IN THE

NATIONAL POWER CORPORATION (NPC)

BY: *Mark Anthony P. ...*  
(CONTRACTOR) (BOD)

BY: *Vincenzo B. Concio*  
VINCENT B. CONCIO  
Officer-in-Charge – Office of the Manager, Watershed Management Department (NPC)

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

ALLAN S. MANJARES  
President

| EIGHTH PERIOD  |    |    |    |    |    |    |    |    |    |    |    |    |
|--|----|----|----|----|----|----|----|----|----|----|----|----|
|  | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. 1 <sup>st</sup> cycle ring weeding / cultivation      |    |    |    |    |    |    |    |    |    |    |    |    |
| 2. Fertilizer application                                |    |    |    |    |    |    |    |    |    |    |    |    |
| 3. Trail maintenance                                     |    |    |    |    |    |    |    |    |    |    |    |    |
| 4. Pest and disease detection and control                |    |    |    |    |    |    |    |    |    |    |    |    |
| 5. Patrol works  |    |    |    |    |    |    |    |    |    |    |    |    |
| NINTH PERIOD   |    |    |    |    |    |    |    |    |    |    |    |    |
|  | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. 2 <sup>nd</sup> 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. 3 <sup>rd</sup> cycle ring weeding / spot cultivation |    |    |    |    |    |    |    |    |    |    |    |    |
| 2. Pest and disease detection and control                |    |    |    |    |    |    |    |    |    |    |    |    |
| 3. Patrol works  |    |    |    |    |    |    |    |    |    |    |    |    |

**ARTICLE VII  
PROJECT START UP**

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

The day one of 1<sup>st</sup> billing period, as stipulated in Annex "A" (Mode of Payments), shall be on the 8<sup>th</sup> day after acknowledgement of Notice to Proceed. However, said day one of the 1<sup>st</sup> billing period may be adjusted earlier depending on the readiness of the CONTRACTOR to start the project, in any case, the CONTRACTOR shall formally notify the end-user of exact date of their day one.

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

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Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team  
Contract No. LOG MSSP 2024-01-001-ALC

*9*

BY:   
 ALLAN S. MANJARES  
 President

BY:   
 (CONTRACTOR) (Rep.)

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

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

**ARTICLE VIII  
 ACCOMPLISHMENT REPORT**

The CONTRACTOR shall submit an accomplishment report based on the activities completed for every progress-billing period.

The report shall contain information on how many laborers were utilized and the detailed accomplishment per day activity. It may also include significant experiences, problems encountered and recommendations for the improvement of the project implementation.

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

**ARTICLE IX  
 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 FOUR MILLION ONE HUNDRED THIRTY THOUSAND PESOS (PHP 4,130,000.00)** 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 <sup>st</sup> Progress Billing | <ul style="list-style-type: none"> <li>➤ Perimeter Surveying</li> <li>➤ Mapping of the Refo Site</li> <li>➤ Blocking of the area (in map)</li> <li>➤ Monumenting/Marking of corners</li> </ul>  | Quarter 1   | 10 %<br>(less 10% retention fee)<br><b>9.00%</b> |
| 2           | 2 <sup>nd</sup> Progress Billing | <ul style="list-style-type: none"> <li>➤ Seedbed/germination bed preparation</li> <li>➤ Sowing of seed</li> <li>➤ Gathering and preparation of soil</li> <li>➤ Potting of soil medium</li> <li>➤ Preparation of potbeds &amp; pot arrangements</li> <li>➤ Transplanting of seedlings</li> <li>➤ Maintenance of seedlings (e.g. weeding, watering, fertilizer &amp; pesticide application)</li> <li>➤ Maintenance of transplanted seedlings (e.g. weeding, watering, fertilizer &amp; pesticide application)</li> <li>➤ Seedlings have reached a minimum height of 0.40 meter</li> </ul> | Quarter 2<br><br>Can be waived by a 100% seedling procurement | 10 %<br>(less 10% retention fee)<br><b>9.00%</b> |

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
 Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team  
 Contract No. LOG MSSP 2024-01-001-ALC

BY: *[Signature]*  
**ALLAN S. MANJARES**  
 President

BY: *[Signature]*  
 (CONTRACTOR) (Boo)

BY: *[Signature]*  
**VINCENT B. CONCIO**  
 Officer-in-Charge – Office of the Manager, Watershed Management Department (NPC)

BY: *[Signature]*  
**EMMANUEL A. UMALI**  
 Officer-in-Charge – Office of the Vice President, Corporate Affairs Group

|   |                                  |  |           |   |
|---|----------------------------------|--|-----------|---|
| 3 | 3 <sup>rd</sup> Progress Billing | <ul style="list-style-type: none"> <li>✔ Trail construction</li> <li>✔ Strip Brushing</li> <li>✔ Staking</li> <li>✔ Hole digging</li> <li>✔ Seedling transport/hauling</li> <li>✔ Planting</li> <li>✔ Minimum 80% seedling survival</li> </ul>   | Quarter 3 | 12 %<br>(less retention fee)<br><b>10.80%</b>   |
| 4 | 4 <sup>th</sup> Progress Billing | <ul style="list-style-type: none"> <li>✔ 1<sup>st</sup>-2<sup>nd</sup> cycle ring weeding/spot cultivation</li> <li>✔ Trail Maintenance</li> <li>✔ Replanting of seedlings</li> <li>✔ 1<sup>st</sup>-2<sup>nd</sup> passes fertilizer application</li> <li>✔ Pest &amp; diseases detection &amp; control</li> <li>✔ Patrol works</li> <li>✔ Minimum 80% seedling survival</li> </ul> | Quarter 4 | 8 %<br>(less 10% retention fee)<br><b>7.20%</b> |

**Year 2**

|   |                                  |   |           |  |
|---|----------------------------------|---|-----------|--|
| 5 | 5 <sup>th</sup> Progress Billing | <ul style="list-style-type: none"> <li>✔ Trail Maintenance</li> <li>✔ Pest &amp; diseases detection &amp; control</li> <li>✔ Patrol works</li> <li>✔ Minimum 80% seedling survival</li> </ul>   | Quarter 1 | 15 %<br>(less 10% retention fee)<br><b>13.50%</b>  |
|   |                                  | <ul style="list-style-type: none"> <li>✔ Pest &amp; diseases detection &amp; control</li> <li>✔ Patrol works</li> </ul>   | Quarter 2 |  |
| 6 | 6 <sup>th</sup> Progress Billing | <ul style="list-style-type: none"> <li>✔ 3<sup>rd</sup> cycle ring weeding, spot cultivation</li> <li>✔ Replanting of seedlings</li> <li>✔ Fertilizer application (1<sup>st</sup> pass)</li> <li>✔ Trail Maintenance</li> <li>✔ Pest &amp; diseases detection &amp; control</li> <li>✔ Patrol works</li> <li>✔ Minimum 80% seedling survival</li> </ul> | Quarter 3 | 7.50 %<br>(less 10% retention fee)<br><b>6.75%</b> |
| 7 | 7 <sup>th</sup> Progress Billing | <ul style="list-style-type: none"> <li>✔ 4<sup>th</sup> cycle ring weeding/spot cultivation</li> <li>✔ Pest &amp; diseases detection &amp; control</li> <li>✔ Fireline maintenance</li> <li>✔ Trail Maintenance</li> <li>✔ Patrol works</li> <li>✔ Minimum 80% survival rate</li> </ul>   | Quarter 4 | 7.50 %<br>(less 10% retention fee)<br><b>6.75%</b> |

**Year 3**

|   |                                  |  |           |  |
|---|----------------------------------|--|-----------|--|
| 8 | 8 <sup>th</sup> Progress Billing | <ul style="list-style-type: none"> <li>✔ Trail Maintenance</li> <li>✔ Pest &amp; diseases detection &amp; control</li> <li>✔ Patrol works</li> <li>✔ Minimum 80% survival rate</li> </ul>  | Quarter 1 | 15.00 %<br>(less 10% retention fee)<br><b>13.50%</b> |
|   |                                  | <ul style="list-style-type: none"> <li>✔ Pest &amp; diseases detection &amp; control</li> <li>✔ Patrol works</li> </ul>  | Quarter 2 |  |
| 9 | 9 <sup>th</sup> Progress Billing | <ul style="list-style-type: none"> <li>✔ 5<sup>th</sup> cycle ring weeding/spot cultivation</li> <li>✔ Fertilizer application (2<sup>nd</sup> pass)</li> <li>✔ Trail Maintenance</li> <li>✔ Replanting of seedlings</li> <li>✔ Pest &amp; diseases detection &amp; control</li> <li>✔ Patrol works</li> <li>✔ Minimum 80% survival rate</li> </ul> | Quarter 3 | 7.50%<br>(less 10% retention fee)<br><b>6.75%</b>    |

Contract between NPC and Real Advocates for the Restoration of Environment, Inc. Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team Contract No. LOG MSSP 2024-01-001-ALC

*9*

ALLAN S. MANJARES  
President

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

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

BY: (CONTRACTOR) (800)

|    |                                  |  |           |   |
|----|----------------------------------|--|-----------|---|
| 10 | 10 <sup>th</sup> & Final payment | <ul style="list-style-type: none"> <li>➤ 6<sup>th</sup> cycle ring weeding/spot cultivation</li> <li>➤ Trail Maintenance</li> <li>➤ Replanting of seedlings</li> <li>➤ Fireline maintenance</li> <li>➤ Pest &amp; diseases detection &amp; control</li> <li>➤ Patrol works</li> <li>➤ Minimum 90% survival rate</li> </ul> | Quarter 4 | 7.50%<br>(less 10% retention fee)<br><b>6.75%</b> |
| 11 | Release Retention                | <ul style="list-style-type: none"> <li>➤ The plantation is properly maintained and protected against forest/wild fire</li> <li>➤ The plantation has 80% survival based on Inspection Chart Map (ICM)</li> <li>➤ Certificate of Final Acceptance issued</li> </ul>  |           | 10.00%  |

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

**ARTICLE X  
PROCESSING OF PAYMENT**

1. Inspection Team shall be composed of the following:
  - a. WAT's Senior Watershed Management Specialist
  - b. Watershed Management Department representative
  - c. Representative from NPC Internal Audit Dept., if any
  - d. Quality Assurance (QA) or equivalent from the respective NPC plants
  - e. A representative from the LGU shall serve as witness during the inspection of completed activities
2. The CONTRACTOR shall forward the following documents to the concerned Watershed Area Team to warrant inspection of completed activity to wit:
  - a. Request for inspection
  - b. Notice of billing
  - c. Certification that the laborers hired were already paid for the services rendered and noted by the Barangay Chairman.
  - d. Pictures/photographs of before, during and after the activity
3. Upon receipt of the request for inspection and notice of billing, the Watershed Area Team will coordinate with Watershed Management Department – Head Office (WMD-HO) personnel and convene the Inspection Team to cause an inspection within ten (10) working days.
4. The CONTRACTOR shall prepare two (2) sets of pictures of the completed activities as stated in the Scope of Works. (One set for payment purposes and the other set for file of the Area Team).


Contract between NPC and Real Advocates for the Restoration of Environment, Inc. Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team Contract No. LOG MSSP 2024-01-001-ALC

9

BY:   
ALLAN S. MANJARES  
President

BY:   
MARK ~~KUTAYAN~~ FLORES  
(CONTRACTOR) (BoD)

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

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

5. The CONTRACTOR shall be on site during the conduct of inspection and validation of completed activities.
6. Stratified random sampling with sampling intensity of 10% shall be the method of inspection for the activities under the 3<sup>rd</sup> period.
7. 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.
8. If recommendation is for payment, the billing shall be processed, and payment remitted to the CONTRACTOR within the government mandated schedule.
9. If for rejection, the concerned Watershed Area Team shall notify the CONTRACTOR in writing within three (3) working days from receipt of the Inspection Report informing the latter of such fact and explaining the reasons thereof.
10. 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.
11. Suspension of payments, if imposed, shall be lifted until such time the CONTRACTOR overcomes any shortfall in performance. However, climatic factors shall be considered to permit the performance of such work. (e.g. planting/replanting if still rainy season).

**ARTICLE XI  
RETENTION FEE**

1. 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.**
2. Retention fee shall be disbursed to the CONTRACTOR upon satisfactory completion of the contracted services/project targets.
3. Satisfactory completion is quantified by the following parameters:
  - a. Ninety (90%) percent survival of the trees planted (including replanted) as validated by the Inspection Chart Mapping (ICM) to be conducted.
  - b. Protected from forest fire.

Contract between NPC and Real Advocates for the Restoration of Environment, Inc. Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team Contract No. LOG MSSP 2024-01-001-ALC



BY:

*[Signature]*  
**EMMANUEL A. UMALI**  
Officer-in-Charge – Office of the Vice President,  
Corporate Affairs Group

SIGNED IN THE

*[Signature]*

**VINCENT B. CONCIO**  
Officer-in-Charge – Office of the  
Manager, Watershed Management  
Department  
(NPC)

PRESENCE OF:

*[Signature]*  
MARK ANTHONY PERALTA  
(CONTRACTOR) (Bo)

BY:

*[Signature]*  
**ALLAN S. MANJARES**  
President

- c. If portions of the plantation area were burned, the CONTRACTOR shall be allowed to conduct replacement planting, if climatic factors permit; to meet the total area planted and the required 90% survival.
- d. If the percent survival of the established plantation is below Eighty percent (80%), the payment of the retention fee shall be proportionate to the determined percent survival to wit:

- 89% survival = 99% of the retention fee
- 88% survival = 98% of the retention fee
- 87% survival = 97% of the retention fee
- 86% survival = 96% of the retention fee
- 85% survival = 95% of the retention fee
- 84% survival = 94% of the retention fee
- 83% survival = 93% of the retention fee
- 82% survival = 92% of the retention fee
- 81% survival = 91% of the retention fee
- 80% survival = 90% of the retention fee

- 4. The **10% retention fee shall be forfeited in favor of the Corporation** if the requirements for satisfactory completion were not met and below 80% survival.

**ARTICLE XII**  
**SUBCONTRACTING / ASSIGNMENT**

- 1. Subcontracting or assigning, wholly or in part, the services/project contracted stated in Clause 3 (Scope of Work), is **prohibited**.
- 2. Any subcontracting agreement or assignment entered into in violation of this condition shall be considered **null and void**. NPC shall not be answerable for any or all claims brought against the subcontractor, by its workers or by third parties.
- 3. This prohibition does not cover the traditional practice of availing labor Services, known as “pakyaw system” widely prevalent in the countryside.

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
Supply of Labor & Materials for the Establishment, Maintenance and Protection of  
Reforestation and Agroforestry Projects of Tiwi Watershed Area Team  
Contract No. LOG MSSP 2024-01-001-ALC

*9*

BY: 

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



**VINCENT B. CONCIO**  
Officer-in-Charge – Office of the  
Manager, Watershed Management  
Department  
(NPC)



BY:  
**(CONTRACTOR) (b.s.d)**



**ALLAN S. MANJARES**  
President

**ARTICLE XIII**  
**PENALTY FOR DELAY**

1. The contract consists of ten (10)-progress period, which shall be completed as scheduled. One quarter is equivalent to ninety (90) calendar days or 3 months. All activities included in each progress period shall be accomplished on or before its expiration.
2. The CONTRACTOR shall be liable for **penalty** and agrees to pay the Corporation liquidated damages, in an amount equivalent to 1/10 of 1% of the total value of the **unperformed services/uncompleted activities per progress period, for each calendar day of delay** until said activities included in that particular progress period is 100% completed. For this purpose, it is clear that penalty is on a per progress period basis and **not** only after the thirty-six-month duration has elapsed.
3. **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.
4. 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.
5. In case of **force majeure**, the CONTRACTOR shall notify NPC and the Watershed Area Team in writing, **within seven (7) days** after its occurrence, describing the same and its effects upon the performance of the contract.
6. 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**.
7. 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.

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
Supply of Labor & Materials for the Establishment, Maintenance and Protection of  
Reforestation and Agroforestry Projects of Tiwi Watershed Area Team  
Contract No. LOG MSSP 2024-01-001-ALC

BY:

*Emmanuel A. Umali*  
**EMMANUEL A. UMALI**

Officer-in-Charge – Office of the Vice President,  
Corporate Affairs Group

SIGNED IN THE

*Vincent B. Concio*

**VINCENT B. CONCIO**

Officer-in-Charge – Office of the  
Manager, Watershed Management  
Department  
(NPC)

PRESENCE OF:

*Mark Aspillera* BY:  
BY: *Mark Aspillera*

(CONTRACTOR) (Rep)

*Allan S. Manjares*  
**ALLAN S. MANJARES**

President

8. 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.
9. 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.
10. The CONTRACTOR shall turn over to NPC all records and documentation made as of the date of termination.

**ARTICLE XIV  
OTHER LIABILITIES**

1. The CONTRACTOR shall be held liable and fully responsible to the safety and welfare of the "pakyaw" laborers contracted under this contract.
2. The CONTRACTOR is obliged to exercise due care so as not to endanger life and property in the vicinity of the Works where he operates in connection with this Contract. He shall be liable for all damages incurred in any manner by acts of negligence of his own, or his agents, employees, or workmen. In the event of minor accidents and/or more serious scenario such as fatal accidents, the Corporation shall not be held liable and is free from any financial obligations.
3. The CONTRACTOR shall be responsible for the strict compliance with the provision of the Philippine Laws affecting labor and operation of Work under the contract, including child labor related enactments, and other relevant rules. He shall also be responsible for the payment of all indemnities arising out of any labor accident which may occur in the execution of the Works and for which he may be responsible under Republic Act 3428, as amended, known as the Workmen's Compensation Law.
4. It is the responsibility of the CONTRACTOR for the strict compliance with the requirements of the Philippine Clean Air Act of 1999 (R.A. 8749) and Philippine Clean Water Act of 2004 (R.A. 9275). The CONTRACTOR shall be liable for any damages /destructions to the environment including penalties that will be imposed by the Department of Environment and Natural Resources (DENR) arising from non-compliance of the requirements thereof, in any manner by his acts or negligence, or by his agents, employees, or workmen in the execution of the Works.

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
Supply of Labor & Materials for the Establishment, Maintenance and Protection of  
Reforestation and Agroforestry Projects of Tiwi Watershed Area Team  
Contract No. LOG MSSP 2024-01-001-ALC

*9*

BY:

ALLAN S. MANJARES  
President

MARIE ANITA (PROBES) (CONTRACTOR) (BOJ)

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

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

- 5. Payment of all forms of taxes, such as value added tax (VAT) including licenses and permits, and others that may be imposed by the Philippine Government or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the CONTRACTOR.
- 6. In general, the CONTRACTOR is totally responsible for the execution of the Works and therefore, takes upon himself all the technical, legal and economic risks and all obligations which could arise therefrom or connected therewith. The overall responsibility of the CONTRACTOR includes the responsibility for actions or omissions of his own personnel or by his agents, employees, or workmen.
- 7. The CONTRACTOR shall maintain presence in the area to supervise / manage during critical stages of the Project.

**ARTICLE XV  
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 XVI  
PROJECT PROFILE**

**Package 1**

**REFORESTATION**

|              |   |         |
|--------------|---|---------|
| Sitio        | : |         |
| Barangay     | : | Sugcad  |
| Municipality | : | Malinao |
| Province     | : | Albay   |

**Area**

|                                    |   |               |
|------------------------------------|---|---------------|
| Size                               | : | 50 Hectares   |
| Distance from nearest water source | : | 100-300meters |
| Distance from nearest Brgy. Road   | : | 1 km.         |


Contract between NPC and Real Advocates for the Restoration of Environment, Inc. Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team Contract No. LOG MSSP 2024-01-001-ALC

9

BY:   
 ALLAN S. MANJARES  
 President

BY:   
 MARK ANTHONY PROCEO  
 (CONTRACTOR) (BOD)

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

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

Climate Type : Type 2  
 Topography : Moderate sloping  
 Soil Type/pH : Sandy clay-clay loam  
 Vegetative Cover : Secondary forest area  
 with patches of  
 shrubs/bush  
 of shrubs/bush

**Implementation Strategy**

Number of Required Potted Seedlings: 100,000 seedlings  
 (inclusive of 20% mortality allowance)

| Breakdown/ Distribution                       |              |                 |
|---|--------------|-----------------|
| Species                                       | Quantity     | Height          |
| 1.Narra<br>( <i>Pterocarpus indicus</i> )     | 35,000 pcs   | 0.40 m - 0.80 m |
| 2.Kalantas( <i>Toona kalantas</i> )           | 30,000 pcs   | 0.40 m - 0.80 m |
| 3.Dao<br>( <i>Dracontomelondao</i> )          | 20,000 pcs   | 0.40 m - 0.80 m |
| 4.Ogob<br>( <i>ArtocarpusCamansi Blanco</i> ) | 10, 000 pcs  | 0.40 m - 0.80 m |
| 5.Pili<br>( <i>Canarium ovatum</i> )          | 5,000 pcs    | 0.40 m - 0.80 m |
| TOTAL:  | 100,000 pcs. |                 |

Planting Scheme Spacing: 2 m x 3 m

**Manpower Availability**


No. of Peoples' Organization : 2  
 Estimated available workforce : 150-200

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
 Supply of Labor & Materials for the Establishment, Maintenance and Protection of  
 Reforestation and Agroforestry Projects of Tiwi Watershed Area Team  
 Contract No. LOG MSSP 2024-01-001-ALC

9

BY:  (CONTRACTOR) (B.S.)

  
**VINCENT B. CONCIO**  
 Officer-in-Charge – Office of the  
 Manager, Watershed Management  
 Department  
 (NPC)

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

**Package 2**

**AGROFORESTRY**

Sitio :  
 Barangay : Obi, Sulong, and Balumbong  
 Municipality : Caramuran, San Miguel and Bato Province  
 Catanduanes

**Area**

Size : 50 Hectares  
 Distance from nearest water source :  
 Distance from nearest Brgy. :  
 Road : 1km.  
 Climate Type : Type 2  
 Topography : Moderately sloping  
 Soil Type/pH : Sandy clay-clay loam  
 Vegetative Cover : Grassland area with patches shrubs/bushes with rocky portion

**Implementation Strategy**

Number of Required Potted Seedlings: 37, 500 seedlings  
 (inclusive of 20% mortality allowance)

| Breakdown/ Distribution                          |                                |                 |
|--|--------------------------------|-----------------|
| Species  | Quantity                       | Height          |
| 1. Guyabano<br>( <i>Annona muricata</i> )        | 9,375 pcs                      | 0.40 m - 0.80 m |
| 2. Nangka<br>( <i>Artocarpus heterophyllus</i> ) | 9,375 pcs                      | 0.40 m - 0.80 m |
| 3. Cacao<br>( <i>Theobroma cacao</i> )           | 9,375 pcs                      | 0.40 m - 0.80 m |
| 4. Pili<br>( <i>Canarium ovatum</i> )            | 9,375 pcs                      | 0.40 m - 0.80 m |
| <b>TOTAL:</b>                                    | <b>37,500 potted Seedlings</b> |                 |

Planting Scheme Spacing: 4 m x 4 m

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
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 Contract No. LOG MSSP 2024-01-001-ALC

ALLAN S. MANJARES  
President

BY: MARK ANTHONY PANGLOSS  
(CONTRACTOR) (BoS)

VINCENT B. BONGIO  
Officer-in-Charge – Office of the Manager, Watershed Management Department (NPC)

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

**Manpower Availability**

No. of Peoples' Organization : 2  
Estimated available workforce : 150-200

**ARTICLE XVI  
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.

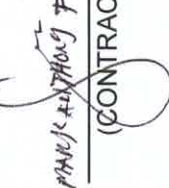
The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

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 SUPPLIER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

Contract between NPC and Real Advocates for the Restoration of Environment, Inc. Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team Contract No. LOG MSSP 2024-01-001-ALC

BY:   
ALLAN S. MANJARES  
President

BY:   
(CONTRACTOR) (NPC)

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

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

**ARTICLE XVII  
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 the Contract, inclusive of duly granted time extensions if any, NPC shall, without prejudice to its 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 XVIII  
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 XIX  
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.

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team  
Contract No. LOG MSSP 2024-01-001-ALC



**ARTICLE XX  
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 XXI  
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.

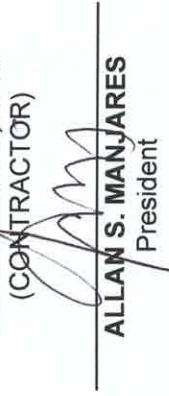
Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the CONTRACTOR gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the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

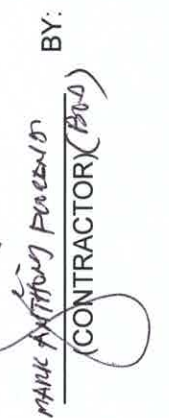
Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt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

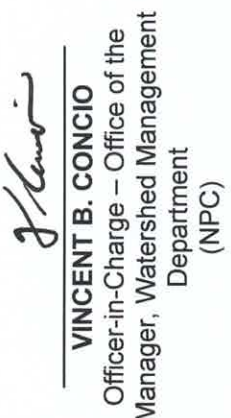
**ARTICLE XXII  
WARRANTY CLAUSE**

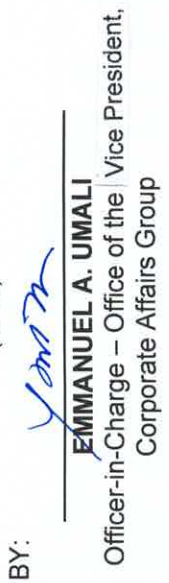
CONTRACTOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure 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 3<sup>rd</sup> 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

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
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Contract No. LOG MSSP 2024-01-001-ALC

BY:   
ALLAN S. MANJARES  
President

BY:   
MARK ANTHONY PACIONA  
(CONTRACTOR) (BOS)

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

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

9

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
EMMANUEL A. UMALI

Officer-in-Charge – Office of the Vice President,  
Corporate Affairs Group

SIGNED IN THE

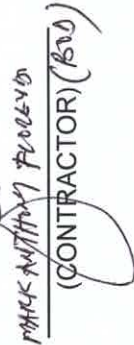
PRESENCE OF:



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

REAL ADVOCATES FOR THE RESTORATION OF  
ENVIRONMENT, INC.  
(CONTRACTOR)

BY:

  
MARK ANTHONY PUCODEN  
(CONTRACTOR) (BVD)

  
ALLAN S. MANJARES  
President

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 XXIII**  
**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 XXIV**  
**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 XXV**  
**GOVERNING LAW**

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

**ARTICLE XXVI**  
**VENUE OF ACTIONS**

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.

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and  
Agroforestry Projects of Tiwi Watershed Area Team  
Contract No. LOG MSSP 2024-01-001-ALC

9

IN WITNESS WHEREOF, the parties hereto have signed these presents on this 16th day February, 2024, Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, INC.**  
(CONTRACTOR)

BY:

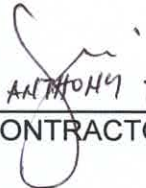
  
**EMMANUEL A. UMALI**  
OIC-OVP, Corporate Affairs Group

BY:

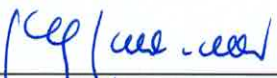
  
**ALLAN S. MANJARES**  
President

**SIGNED IN THE PRESENCE OF:**

  
**VINCENT B. CONCIO**  
OIC-OM, Watershed Management Department

  
**MARK ANTHONY PROBIÑO**  
(CONTRACTOR) (BDO)

**FUNDS AVAILABLE:**

  
**LORLINA E. BOMEDIANO**  
OIC-OVP, Admin and Finance  
*see: 1/24 2/29 for 1/30/24*

(E)  
**CERTIFIED FUNDS AVAILABLE**  
PERIOD: 2024  
JOB ORDER: JO 0004194 / 0004195  
COST CENTER: 4206071  
AMOUNT: P 1,531,517.80  
JO 0004194 P 876,603.80  
JO 0004195 P 454,913.76

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team  
Contract No. LOG MSSP 2024-01-001-ALC

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

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of FEB 16 2024, 2024, personally appeared **MR. EMMANUEL A. UMALI**, Officer-In-Charge, Office of the Vice President, Corporate Affairs Group, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300006, known to me and to me known to be the same person who executed the foregoing instrument consisting of twenty nine (29) 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, 2024  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

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**ATTY. RODOLFO M. DE SUZMAN, JR.**  
Notary Public for Quezon City  
Commission No. NP-339(2023-2024)  
Commission Expires on 31 December 2024  
Roll No. 44291  
IBP No. 307797; 01/31/2023; Tarlac  
PTR No. 5661363; 01/12/2024; Quezon City  
MCLE No. VII-0016459; 4/27/2022; Pasig City  
4th Floor Gabriel Y. Itchon Building  
Senator Defensor-Santiago Avenue (formerly BIR Road)  
Corner Quezon Avenue, Diliman, Quezon City

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and  
Agroforestry Projects of Tiwi Watershed Area Team  
Contract No. LOG MSSP 2024-01-001-ALC

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

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Quezon City, Philippines this \_\_\_\_\_ day of **FEB 05 2024**, 2024, personally appeared **MR. ALLAN S. MANJARES**, President, **REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, INC.** with Identification Document in the form of Government ID No. 5069, issued by pre at rain on 10/19/24, known to me and to me known to be the same person who executed the foregoing instrument consisting of twenty nine (29) 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.

**HERCULES P. GUZMAN**  
Notary Public for and in Quezon City, Metro Manila  
Until December 31, 2024  
IBP Lifetime No. 03-24, Quezon City  
MCLE Exemption VI No. 069278 Exp. on Apr. 14, 2025  
RFR No. 193167-61-03-2024 Quezon City  
Admin No. NP-105(2020-2021) Roll No. 32720  
Jurisdiction Quezon City  
118A Luna St., Project 4, Quezon City

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Page No. 111 ;  
Book No. IX ;  
Series of 2024.

Contract between NPC and Real Advocates for the Restoration of Environment, Inc.  
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Contract No. LOG MSSP 2024-01-001-ALC

**NATIONAL POWER CORPORATION**  
(NPC)

**SIGNED IN THE PRESENCE OF:**

**REAL ADVOCATES FOR THE RESTORATION OF ENVIRONMENT, I NC.**  
(CONTRACTOR)

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

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

BY: MARY KATHARINA FLORES  
(CONTRACTOR) (Rep)

ALLAN S. MANJARES  
President

**ANNEX A**

**BID PRICE SCHEDULE SUMMARY**

**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION AND AGROFORESTRY PROJECTS OF TIWI WATERSHED AREA TEAM**

HO-TWT24-001 / PB231212-NA00386

|                     | DESCRIPTION   | QTY | UNIT | UNIT PRICE OF SERVICES TO BE RENDRED |  | TOTAL PRICE<br>[C X (E +F)] |
|---------------------|---|-----|------|--------------------------------------|--|-----------------------------|
|                     |   |     |      | UNIT PRICE OF SERVICES<br>(Php)      | Value Added Tax & Other<br>Taxes (Php) |                             |
| (A)                 | (B)   | (C) | (D)  | (E)                                  | (F)                                    | (G)                         |
| 1.0                 | Reforestation<br>(Brgy. Sugcad, Malinao, Albay) 50 Has.   | 1   | LOT  | 2,400,000.00                         | 300,000.00                             | 2,700,000.00                |
| 2.0                 | AGROFORESTATION<br>(Brgy. Obi, Sulong and Balumbong,<br>Caramuran, San Miguel and Bato,<br>Catanduanes) 50 Has. | 1   | LOT  | 1,300,000.00                         |  | 1,430,000.00                |
| <b>TOTAL AMOUNT</b> |   |     |      |                                      |  | <b>4,130,000.00</b>         |

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