

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

ROLAND REY A. RAFER
President

SIGNED IN THE PRESENCE OF:

BY: *Merlynda A. Margo*
(CONTRACTOR)

NATIONAL POWER CORPORATION (NPC)

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)

CONTRACT NO. LOG MSSP 2024-01-002-ALC

**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION, AGROFORESTRY AND BAMBOO PLANTATION PROJECTS OF BUHI-BARIT WATERSHED AREA TEAM
PR No. HO-BBW24-007 / PB231212-NA00387**

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 -

BICOL ALLIANCE FOR ENVIRONMENTAL CONCERN AND SERVICES, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at P-4 Lico2 Sto. Domingo Vinzons, Camarines Norte, Philippines herein represented by its President, **MR. ROLAND REY A. RAFER**, 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, Agroforestry and Bamboo Plantation Projects of Buhi-Barit Watershed Area Team;

WHEREAS, there were three (3) 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 lowest 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 Bicol Alliance for Environmental Concern and Services, Inc. Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry and Bamboo Plantation Projects of Buhi-Barit Watershed Area Team Contract No. LOG MSSP 2024-01-002-ALC

9

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:

Martina A. Maga
(CONTRACTOR)

Roland Rey A. Rafer
ROLAND REY A. RAFER
President

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, Agroforestry and Bamboo Plantation Projects of Buhi-Barit Watershed Area Team, PR No. HO-BBW24-007 / PB231212-NA00387;
2. Supplemental Bid Bulletin dated 04 December 2023;
3. Notice of Award dated 05 January 2024;
4. Post Qualification Report dated 19 December 2023;
5. Bid Opening/Evaluation Report dated 12 December 2023;
6. CONTRACTOR's bid proposal dated 01 December 2023;
7. Notice to Proceed; and
8. 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 | Reforestation – Brgy. Ibayugan, Buhi, Camarines Sur | 50 Has |
| 2 | Agroforestation – Brgy. Ibayugan, Buhi, Camarines Sur | 10 Has |
| 3 | Bamboo Plantation – Brgy. Ibayugan, Buhi, Camarines Sur | 10 Has |

Contract Duration shall be **three (3) years** upon issuance of Notice to Proceed

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SIGNED IN THE

[Signature]

VINCENT B. CONCIO

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

PRESENCE OF:

[Signature]
Mari Inday A. Maga
(CONTRACTOR)

BY:

ROLAND REY A. RAFER

President

**ARTICLE III
SCOPE OF WORK**

The works and services to be performed by the CONTRACTOR for this undertaking shall essentially consist of, but not limited to the following:

1. Perimeter surveying and mapping
2. Monumenting/marketing of corners
3. Blocking of the project area
4. Production and/or procurement of seedlings
5. Plantation establishment and operation
6. Plantation Maintenance
 - a) Ring weeding/cultivation and fertilizer application
 - b) Replanting and fertilizer application
7. Plantation Protection
 - a) Pest and disease detection and control
 - b) Foot patrol works

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
- 1.3 Map should be drawn/plotted on an A3-size paper and submitted with shape file to reflect the following
 - 1.3.1 Contour
 - 1.3.2 Blocking
 - 1.3.3 Non-Plantable area
 - 1.3.4 Planting Layout (baseline, strips)
 - 1.3.5 Offset area (if any)
- 1.4 Technical description and remarks for every point shall be clearly indicated in the map duly signed and sealed by a forester/geodetic engineer.
- 1.5 The target area (in hectare) for reforestation should be based on the approved contract/UC-EC Plan. Non-plantable areas such as rocky portions, vegetated area, rivers, road networks, steep ridges/ravines, water logged areas, among others shall not be included in the target area that will be planted. In such cases, the CONTRACTOR shall provide for the additional areas preferably adjacent to the prescribed project site in order to complete the required area for planting.

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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.

3.1.1 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.

3.1.2 For non-contiguous area:

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

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

3.2 Blocking posts using PVC pipes (orange) with 5 cm (2-inch) diameter and height of 100 cm filled with concrete and 50 cm exposed shall be installed on all corners of the block. Coordinates of corner points shall be in UTM format to be engraved/etched on each PVC pipe. The corresponding assigned number for each block is marked on that side of the post.

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

3.4 Detailed Procedure:

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

* The X-axis shall coincide (tangent) with the southernmost point/corner of the project area while the Y-axis shall be tangent the westernmost point/corner of the project area.

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

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. Planting strips shall be established approximating the contour and thoroughly brushed/cleared of weeds prior to planting. Each strip must have a width of 1 meter.
 - b. For Agroforestry, ring weeding of approximately 50 cm, radius around the spot for planting shall be conducted
 - c. Regenerations must be left unharmed.
2. Staking
 - a. Staking shall follow the prescribed spacing..
 - 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.
3. Hole digging
 - a. The hole size (diameter) shall be 2 inches bigger than the potted seedling.

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- b. The hole depth shall be enough in such a way that the root collar of the planted seedling is level with the ground.
- 4. Seedling transport
 - a. Seedlings should be carefully transported to the planting site to avoid damage / injury.
- 5. Planting
 - a. Planting shall start at the **onset of the rainy season** (usually after one or two heavy rains).
 - b. For potted seedlings, the plastic containers shall be carefully remove to avoid breakage of the earth ball.
 - c. Removed plastic bags shall be placed on top of the stakes to serve as location markers and shall be disposed properly by the CONTRACTOR after inspection.
 - d. Soil shall be filled into the spaces (putting the top soil first), then tamped around firmly to prevent from tilting.
 - e. A Plantation register must be maintained on site. A copy of which must be submitted as billing attachment for accomplishments where planting and/or replanting is required.


6. PLANTATION MAINTENANCE

- 6.1 Ring weeding/ spot cultivation, mulching and fertilizer application.
 - a. Ring weeding and spot cultivation shall be approximately 50-cm radius around the seedling.
 - b. Apply mulch approximately 50-cm radius around the seedling (if applicable).
 - c. Ring weeding and fertilizer application frequency shall follow the prescribed schedule:

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

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- 6.2 Replanting and fertilizer application
- 6.3 Determine the survival rate through the conduct of inventory on the the following schedules:
 - a. about one month after planting; and
 - b. at the end of the rainy season during year 1;
- 6.4 Conduct replanting if survival rate is less than 90%.
- 6.5 Replanting shall be done only while/during rainy season in the area.
- 6.6 Apply inorganic fertilizer at the rate of 10 to 20 gm per seedling.
- 6.7 Fertilizer shall be applied by mixing it thoroughly with the soil used to fill up the holes or side dressed in drills at about 10 to 15 cm distance around the base of the seedling.
- 6.8 In steep areas, fertilizer should be side dressed on the upper and left or right sides of the seedling.
- 6.9 Most grassland soils are deficient in nitrogen and phosphorus; hence, nitrogen and phosphorus fertilizers or complete fertilizer should be applied.
- 6.10 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.
- 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.

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- 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 (90%) percent local community residents.

The CONTRACTOR shall deploy a Project Manager (PM) or Site Supervisor, which is a graduate of Bachelor of Science in Forestry. Said PM or Site Supervisor shall supervise all aspects of the projects with close coordination with the project site WAT. PM should be present in the area at least 3 full working days per week to supervise/manage daily activities, payment of wages of 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 geo-tagged 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, 2 & 3

| ACTIVITY | SCHEDULE | | | | | | | | | | | |
|--|----------|----|----|----|--------|----|----|----|--------|----|----|----|
| | YEAR 1 | | | | YEAR 2 | | | | YEAR 3 | | | |
| FIRST PERIOD | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. Perimeter Surveying | █ | | | | | | | | | | | |
| 2. Mapping of the refo site | | | | | | | | | | | | |
| 3. Monumenting of corners | | | | | | | | | | | | |
| 4. Blocking of the area | | | | | | | | | | | | |
| SECOND PERIOD | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. Production and/or procurement of seedlings | █ | █ | | | | | | | | | | |
| THIRD PERIOD | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. Trail construction | | | █ | | | | | | | | | |
| 2. Site preparation | | | █ | | | | | | | | | |
| 3. Staking | | | █ | | | | | | | | | |
| 4. Hole Digging | | | █ | | | | | | | | | |
| 5. Seedling Transport | | | █ | | | | | | | | | |
| 6. Planting | | | █ | | | | | | | | | |
| FOURTH PERIOD | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. 1st – 2 nd cycle ring weeding/spot cultivation | | | | █ | | | | | | | | |
| 2. Trail maintenance | | | | █ | | | | | | | | |
| 3. Replanting (if less than 90% survived) | | | | █ | | | | | | | | |
| 4. Fertilizer application to planted and replanted seedlings | | | | █ | | | | | | | | |
| 5. Pest and disease detection and control | | | | █ | | | | | | | | |
| 6. Patrol works | | | | █ | | | | | | | | |
| FIFTH PERIOD | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. Trail maintenance | | | | | █ | | | | | | | |
| 2. Pest and disease detection and control | | | | | █ | | | | | | | |
| 3. Patrol works | | | | | █ | | | | | | | |
| SIXTH PERIOD | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| 1. 3 rd cycle ring weeding/spot cultivation | | | | | | | █ | | | | | |
| 2. Trail maintenance | | | | | | | █ | | | | | |
| 3. Replanting of seedlings | | | | | | | █ | | | | | |
| 4. Fertilizer application | | | | | | | █ | | | | | |
| 5. Pest and disease detection and control | | | | | | | █ | | | | | |
| 6. Patrol works | | | | | | | █ | | | | | |

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BY:

[Signature]
Merinda A. Mard

(CONTRACTOR)

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

**ARTICLE VII
PROJECT START UP**

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

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


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


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NATIONAL POWER CORPORATION (NPC)
BY: 
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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 THREE MILLION THREE HUNDRED NINETY EIGHT THOUSAND THREE HUNDRED FORTY TWO PESOS AND 71/100 (PHP 3,398,342.71)** for three (3) years.

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

| Payment No. | Nature of Payment | Basis / Indicator of Payment | Date Due/Year | Total Cost Percentage |
|---------------|----------------------------------|---|--|---|
| Year 1 | | | | |
| 1 | 1 st Progress Billing | <ul style="list-style-type: none"> ➢ Perimeter Surveying ➢ Mapping of the Refo Site ➢ Blocking of the area (in map) ➢ Monumenting/Marking of corners | Quarter 1 | 10 % (less 10% retention fee) 9.00% |
| 2 | 2 nd Progress Billing | <ul style="list-style-type: none"> ➢ Seedbed/germination bed preparation ➢ Sowing of seed ➢ Gathering and preparation of soil ➢ Potting of soil medium ➢ Preparation of potbeds & pot arrangements ➢ Transplanting of seedlings ➢ Maintenance of seedlings (e.g. weeding, watering, fertilizer & pesticide application) ➢ Maintenance of transplanted seedlings (e.g. weeding, watering, fertilizer & pesticide application) ➢ Seedlings have reached a minimum height of 0.40 meter | Quarter 2 Can be waived by a 100% seeding procurement | 10 % (less 10% retention fee) 9.00% |

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(NPC)


BY:

ROLAND REY A. RAFER
President

| | | | | |
|---------------|----------------------------------|--|-----------|---|
| 3 | 3 rd Progress Billing | <ul style="list-style-type: none"> ➤ Trail construction ➤ Strip Brushing ➤ Staking ➤ Hole digging ➤ Seedling transport/hauling ➤ Planting ➤ Minimum 80% seedling survival | Quarter 3 | 12 % (less retention fee) 10.80% |
| 4 | 4 th Progress Billing | <ul style="list-style-type: none"> ➤ 1st-2nd cycle ring weeding/spot cultivation ➤ Trail Maintenance ➤ Replanting of seedlings ➤ 1st - 2nd passes fertilizer application ➤ Pest & diseases detection & control ➤ Patrol works ➤ Minimum 80% seedling survival | Quarter 4 | 8 % (less 10% retention fee) 7.20% |
| Year 2 | | | | |
| 5 | 5 th Progress Billing | <ul style="list-style-type: none"> ➤ Trail Maintenance ➤ Pest & diseases detection & control ➤ Patrol works ➤ Minimum 80% seedling survival | Quarter 1 | 15 % (less 10% retention fee) 13.50% |
| | | <ul style="list-style-type: none"> ➤ Pest & diseases detection & control ➤ Patrol works | Quarter 2 | |
| 6 | 6 th Progress Billing | <ul style="list-style-type: none"> ➤ 3rd cycle ring weeding, spot cultivation ➤ Replanting of seedlings ➤ Fertilizer application (1st pass) ➤ Trail Maintenance ➤ Pest & diseases detection & control ➤ Patrol works ➤ Minimum 80% seedling survival | Quarter 3 | 7.50 % (less 10% retention fee) 6.75% |
| 7 | 7 th Progress Billing | <ul style="list-style-type: none"> ➤ 4th cycle ring weeding/spot cultivation ➤ Pest & diseases detection & control ➤ Trail Maintenance ➤ Patrol works ➤ Minimum 80% survival rate | Quarter 4 | 7.50 % (less 10% retention fee) 6.75% |
| Year 3 | | | | |
| 8 | 8 th Progress Billing | <ul style="list-style-type: none"> ➤ Trail Maintenance ➤ Pest & diseases detection & control ➤ Patrol works ➤ Minimum 80% survival rate | Quarter 1 | 15.00 % (less 10% retention fee) 13.50% |
| | | <ul style="list-style-type: none"> ➤ Trail Maintenance ➤ Pest & diseases detection & control ➤ Patrol works | Quarter 2 | |
| 9 | 9 th Progress Billing | <ul style="list-style-type: none"> ➤ 5th cycle ring weeding/spot cultivation ➤ Fertilizer application (2nd pass) ➤ Trail Maintenance ➤ Replanting of seedlings ➤ Pest & diseases detection & control ➤ Patrol works ➤ Minimum 80% survival rate | Quarter 3 | 7.50% (less 10% retention fee) 6.75% |

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Contract No. LOG MSSP 2024-01-002-ALC


BY:


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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:


ROLAND REY/A. RAFER
(CONTRACTOR)

ROLAND REY/A. RAFER
President

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

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MARINA A. MAG
(CONTRACTOR)

BY:


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President

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 3rd 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.

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NATIONAL POWER CORPORATION
(NPC)

BY:


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

SIGNED IN THE

PRESENCE OF:

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

BY:


ROLANDO REY A. RAFER
(CONTRACTOR)


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

ROLANDO REY A. RAFER
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 Article III (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.

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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.
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

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President

President

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.
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

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Merinda A. Mag

(CONTRACTOR)

BY:

Rolando Rey A. Rafer

ROLANDO REY A. RAFER
President

connection with the Contract shall be for the account of the CONTRACTOR.

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

Package 1

REFORESTATION

| | | |
|--------------|---|---------------|
| Sitio | : | |
| Barangay | : | Ibayugan |
| Municipality | : | Buhi |
| Province | : | Camarines Sur |

Area

| | | |
|------------------------------------|----|--|
| Size | : | 50 Hectares |
| Distance from nearest water source | :: | ~ 100-300meters |
| Distance from nearest Brgy. Road | : | ~ 1 km. |
| Climate Type | : | Type 2 |
| Topography | : | Moderate sloping |
| Soil Type/pH | : | Sandy clay-clay loam |
| Vegetative Cover | : | Grassland area with patches of shrubs/bushes rocky portions |

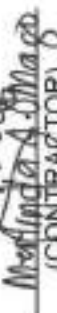
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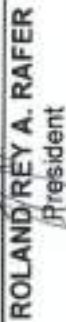
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BY:


 (CONTRACTOR)


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 President

Implementation Strategy

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

| Breakdown/ Distribution | | |
|---|-------------------------|-----------------|
| Species | Quantity | Height |
| 1. Narra (<i>Pterocarpus indicus</i>) | 35,000 pcs | 0.40 m - 0.80 m |
| 2. Kalantas (<i>Toona kalantas</i>) | 25,000 pcs | 0.40 m - 0.80 m |
| 3. Dao (<i>Dracontomelondao</i>) | 15,000 pcs | 0.40 m - 0.80 m |
| 4. Ogob (<i>Artocarpus Camansi Blanco</i>) | 15,000 pcs | 0.40 m - 0.80 m |
| 5. Pili (<i>Canarium ovatum</i>) | 10,000 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

Package 2

AGROFORESTRY

Sitio :
 Barangay : Ibayugan
 Municipality : Buhí
 Province : Camarines Sur

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BY:



Medardo A. Maga
(CONTRACTOR)

ROLAND REY A. RAFAER
President

Area

Size : 10 Hectares
 Distance from nearest water source : ~ 100 – 300 meters
 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 portions

Implementation Strategy

Number of Required Potted Seedlings: 7, 500 seedlings
 (inclusive of 20% mortality allowance)

| Breakdown/ Distribution | | |
|---|-------------------------------|-----------------|
| Species | Quantity | Height |
| 1.Santol (<i>Sandoricumkoetjape</i>) | 2,500 pcs | 0.40 m - 0.80 m |
| 2. Ogob (<i>Artocarpus camansi</i>) | 2,500 pcs | 0.40 m - 0.80 m |
| 3. Pili (<i>Canarium ovatum</i>) | 2,500 pcs | 0.40 m - 0.80 m |
| TOTAL: | 7,500 potted Seedlings | |

Planting Scheme Spacing: 4 m x 4 m

Manpower Availability

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

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NATIONAL POWER CORPORATION
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(NPC)

BY:

MARIANDEL A. MALO
(CONTRACTOR)

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

ROLAND REY A. RAFER

President

Package 3

BAMBOO PLANTATION

Sitio :
Barangay : Ibayugan
Municipality : Buhi
Province : Camarines Sur

Area

Size : 10 Hectares
Distance from nearest water source : ~ 100-300meters
Distance from nearest Brgy. Road : ~ 1 km.
Climate Type : Type 2
Topography : Moderate sloping
Soil Type/pH : Sandy clay-clay loam
Vegetative Cover : Grassland area
with patches of
shrubs/bushes
with rocky portions

Implementation Strategy

Number of Required Potted Seedlings: 4,800 culms
seedlings (inclusive of 20% mortality allowance)

| Breakdown/ Distribution | | |
|-------------------------|------------------|-----------------|
| Species | Quantity | Height |
| 1. Bamboo | 4,800 pcs | 0.40 m - 0.80 m |
| TOTAL: | 4,800 pcs | |

Planting Scheme Spacing: 5 m x 5 m

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MERLINDA A. DRAGO
(CONTRACTOR)

BY:

ROLAND REY A. RAFER
President

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.

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BY:

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EMMANUEL A. UMALI

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SIGNED IN THE PRESENCE OF:

Vincent B. Concio
VINCENT B. CONCIO

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

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

BY:

Roland Rey A. Rafer
ROLAND REY A. RAFER

President

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.

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BY:


MERLINDA A. MARGA
(CONTRACTOR)

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


ROLAND REY A. RAFAER
President

**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

Contract between NPC and Bicol Alliance for Environmental Concern and Services, Inc.
Supply of Labor & Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry and Bamboo Plantation Projects of Buhi-Barit Watershed Area Team
Contract No. LOG MSSP 2024-01-002-ALC



NATIONAL POWER CORPORATION
(NPC)

BY:


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

SIGNED IN THE

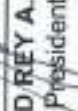

VINCENT B. CONCIO
Officer-in-Charge – Office of the
Manager, Watershed Management
Department
(NPC)

PRESENCE OF:


Mercedes A. Mapa
(CONTRACTOR)

BY:

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


ROLAND REY A. RAFER
President

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 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 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.

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IN WITNESS WHEREOF, the parties hereto have signed these presents on this 12th day February, 2024, Quezon City, Philippines.


NATIONAL POWER CORPORATION
(NPC)

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

BY:

BY:


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

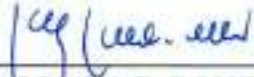

ROLAND REY A. RAFER
President

SIGNED IN THE PRESENCE OF:


VINCENT B. CONCIO
OIC-OM, Watershed Management
Department


MERLINDA A. MAGSAYSAY
(CONTRACTOR)

FUNDS AVAILABLE:


LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance

(E)

| CERTIFIED FUNDS AVAILABLE | |
|---------------------------|----------------|
| PERIOD | 2024 |
| JOB ORDER | Job Order |
| COST CENTER | 4306030 |
| AMOUNT | ₱ 1,223,403.37 |

JO 7004311 ₱ 1,034,692.86
JO 7004312 ₱ 97,872.27
JO 7004313 ₱ 85,638.24

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of FEB 12 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 eight (28) 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.: _____

ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339/2023-2024
Commission Expires on 31 December 2024
Roll No. 7 231
IBP No. 307797; 01/31/2023; Tarlac
PTR No. 5621062; 01/12/2024; Quezon City
MCLE No. VII-0016458; 4/27/2022; Pasig City
4th Floor Gabriel Y. Itchon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

Doc. No. 240 ;
Page No. 53 ;
Book No. 3 ;
Series of 2024.

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AFG-LOG-007.F01
Rev. No. 0
Sheet 27 of 28

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


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines this _____ day of FEB 02 2024, 2024, personally appeared **MR. ROLAND REY A. RAFER**, President, **BICOL ALLIANCE FOR ENVIRONMENTAL CONCERN AND SERVICES, INC.** with Identification Document in the form of Government ID No. 3495-6713-0796-5169 issued by PSA OFFICE at Teresa Rizal on 03-28-23, known to me and to me known to be the same person who executed the foregoing instrument consisting of twenty eight (28) pages including the pages wherein the acknowledgements are written, all pages signed by 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.: _____

Doc. No. 744 ;
Page No. 28 ;
Book No. XMI ;
Series of 2024.


ATTY. MICHAEL JOSEPH C. CAPINPIN
Notary Public for Quezon City
Valid Until December 31, 2024
PTR No. 5551590 Issued Date 01/02/2024
IBP Lifetime No. 8330
Roll No. 56499
MCLE Continuance No. VII-001874
Valid Until April 14, 2025
Adm. Matter NP 044 (2024-2025)
101 Malakas Lane Brgy. Central Q.C.

Contract between NPC and Bicol Alliance for Environmental Concern and Services, Inc.
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AFG-LOG-007.F01
Rev. No. 0
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NATIONAL POWER CORPORATION
(NPC)

SIGNED IN THE PRESENCE OF:

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

BY: 

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)

ROLAND REY A. RAFER
President

ANNEX A

BID PRICE SCHEDULE SUMMARY

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION, AGROFORESTRY AND BAMBOO PLANTATION PROJECTS OF BUHI-BARIT WATERSHED AREA TEAM

HO-BBW24-007 / PB231212-NA00387

| (A) | (B) | QTY | UNIT | UNIT PRICE OF SERVICES TO BE RENDRED | | TOTAL PRICE [C X (E +F)] |
|--------------|--|-----|------|--------------------------------------|-------------------------------------|--------------------------|
| | | | | UNIT PRICE OF SERVICES (Php) | Value Added Tax & Other Taxes (Php) | |
| 1.0 | REFORESTATION (Brgy. Ibayugan, Buhi, Camarines Sur) 50 Has. | 1 | LOT | 2,885,029.36 | - | 2,885,029.36 |
| 2.0 | AGROFORESTATION (Brgy. Ibayugan, Buhi, Camarines Sur) 10 Has. | 1 | LOT | 268,127.07 | - | 268,127.07 |
| 3.0 | BAMBOO PLANTATION (Brgy. Ibayugan, Buhi, Camarines Sur) 10 Has. | 1 | LOT | 245,186.29 | - | 245,186.29 |
| TOTAL AMOUNT | | | | | | 3,398,342.71 |

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