


ASIA AIRCRAFT OVERSEAS PHILIPPINES, INC.
(CONTRACTOR)

BY: 
ALEXANDER A. LIMJOCO II
President

CONTRACT NO. LOG MSSP 2021-02-009-JBO

SUPPLY OF SERVICES: AERIAL SURVEILLANCE INTENDED FOR MAKILING-BANAHAW WATERSHED AREA TEAM HO-MWA21-002/SVP211201-AD000416 (SVP4)

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 BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **MR. PIO J. BENAVIDEZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

ASIA AIRCRAFT OVERSEAS PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at AAOP Hangar Domestic Road cor. MIA Road, Barangay 192, Pasay City, herein represented by its President, **MR. ALEXANDER A. LIMJOCO II**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 26 January 2021, NPC posted the Invitation to Bid for the conduct of Negotiated Procurement under Small Value Procurement for the Supply of Services: Aerial Surveillance Intended for Makiling-Banahaw (Mak-Ban) Watershed Area Team;

WHEREAS, only one (1) prospective bidder submitted quotation on 29 January 2021 on the aforesaid undertaking;


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

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

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

SIGNED IN THE PRESENCE OF:


REMIGIO M. PARRA
(CONTRACTOR)



EMMANUEL A. UMALI
Manager, WMD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
PIO J. BENAVIDEZ
President and CEO

Contract between NPC and Asia Aircraft Overseas Philippines, Inc.
Supply Services: Aerial Surveillance Intended for Mak-Ban Watershed Area Team
Contract No. LOG MSSP 2021-02-009-JBO

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BY: 
ALEXANDER A. LIMJOCO II
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 hereof:

1. The approved Purchase Requisition No. HO-MWA21-002;
2. Terms of Reference for the Supply of Services: Aerial Surveillance Intended for Makiling-Banahaw (Mak-Ban) Watershed Area Team;
3. Contractor's Quotation dated 26 January 2021;
4. Result of Bid Opening Report and Post Qualification dated 02 February 2021;
5. Notice of Award dated 16 February 2021; and
6. Notice to Proceed

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

1.0 Services "Labor and Materials"

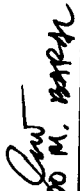
The Contractor shall fully and faithfully furnish all the services to complete the Aerial Surveillance for Makiling-Banahaw (Mak-Ban) Watershed Area Team as prescribe in Article II of the Terms of Reference – Scope of Procured Services hereunder.

2.0 Amount

The amount for the activity shall be the total amount allotted by the Watershed Area Team for one (1) year.

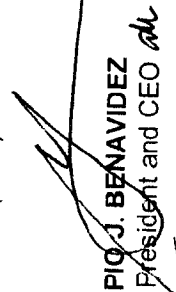
Area Team	No. of Flight Hours	CY 2021
Mak-Ban Watershed	1 Hour & 51 Minutes	₱ 150,000.00
TOTAL:		₱ 150,000.00

SIGNED IN THE PRESENCE OF:


REYNALDO M. BARAH
(CONTRACTOR)


EMMANUEL A. UMALI
Manager, WMD
(NPC)


NATIONAL POWER CORPORATION
(NPC)

BY: 
PIO J. BENAVIDEZ
President and CEO NPC


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BY:


PIO J. BENAVIDEZ
President and CEO


EMMANUEL A. UMALI
Manager, WMD
(NPC)


RAYMOND
(CONTRACTOR)

BY: 
ALEXANDER A. LIMJOCO II
President

3.0 Objective

A. General

The general objective of the aerial surveillance is to obtain the real time information of the forest condition needed in the watershed management planning and decision making.

B. Specific

- a. To capture the actual panoramic view/landscape of the watershed are through video recording/photography for mapping purposes.
- b. To assess and verify the location and distribution of forest cover and open areas for rehabilitation.
- c. To detect illegal forestry activities or forest crimes in a relatively short time period.
- d. To detect forest fire and location of kaingin areas.

ARTICLE II SCOPE OF CONTRACT

CONTRACTOR shall provide aerial transportation to NPC Team during the conduct of aerial surveillance/reconnaissance at the Makiling-Banahaw (Mak-Ban) Watershed Area

ARTICLE III NPC OBLIGATIONS

Responsibilities of NPC through Watershed Management Department and the Watershed Area Team

- a. Secure necessary clearance from the NPC top management to conduct aerial operations/transportation activity;
- b. Proceed to the designated take-off point;
- c. Provide maps and other information which could help the contractor to decide flight plan, take-off points and landing sites;
- d. Bring video camera and camera for documentation of ground information during the flight;
- e. Provide schedule, time, purpose of flight and number of personnel who will go along the flight at least 24 hours before the scheduled flight;
- f. Pay the additional cost involved in fuel positioning in far flung areas where a fuel gas truck could not provide fuel servicing; and
- g. Provide accommodations, meals, ground transportation for pilot and crews in case the aircraft remains overnight on the field upon request by NPC. Security shall also be provided for the aircraft.


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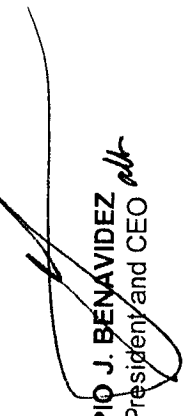
4

BY: 

ALEXANDER A. LIMJOCO II
President


REMUENDO M. PAPAN
(CONTRACTOR)


EMMANUEL A. UMALI
Manager, WMD
(NPC)

BY: 
PIO J. BENAVIDEZ
President and CEO

**ARTICLE IV
CONTRACTORS OBLIGATIONS**

Responsibilities of the Contractor

- a. Coordinate with NPC-WMD to decide and determine the schedule, number of personnel and the course/altitude of flight;
- b. Secure necessary permits and/or clearance from the Air Transportation Office (ATO), Military, location permit, and other documents necessary to facilitate the flight. It shall be the full responsibility and/or look-out of the contractor to ensure that all flights and pilots are sanctioned, allowed, registered or licensed by all regulating bodies such as the ATO;
- c. Provide aerial transport to personnel, partners and guest from the designated pick-up points to the destinations which will be identified by the concerned Watershed Area Team personnel or by the pilot who is familiar with the site conditions;
- d. Deliver and extract personnel to and from the agreed designated safely;
- e. Take GPS readings of locations or areas as requested by NPC-WMD;
- f. Ensure that all its passengers during flights are covered by insurance;
- g. Diligently serve the interests of the NPC in rendering its services and ensure exclusive use of the aircraft for the purpose of NPC during flights. In no case shall the contractor or its pilots and agents intermix their own purposes during scheduled flights subject to this contract;
- h. Assign well trained, licensed and competent aircraft operators during the flight;
- i. Make sure that its aircraft subject to this contract is at its peak condition as to safety and airworthiness; and
- j. See to it that the amount of fuel shall be sufficient at all times and that refueling, if any, shall be done within the immediate area.

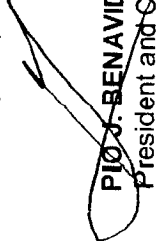
**ARTICLE V
GENERAL PROVISIONS**

- a. The Contractor agrees that flight services may cover the delivery and extraction of personnel and partners during forest protection operations. This will include but will not be limited to servicing or ferrying other persons not in the list of passengers that may require transport in the course of actual forest protection operations such as additional manpower, media personnel, operatives or guides,

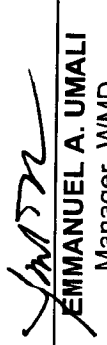
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BY:



PIO J. BENAVIDEZ
President and CEO *alk*

SIGNED IN THE PRESENCE OF:


EMMANUEL A. UMALI
Manager, WMD
(NPC)


REYNALDO M. PAPAT
(CONTRACTOR)

BY:


ALEXANDER A. LIMJOCO II
President

- b. The Contractor shall prepare or render a flight report every flight that includes the number of minutes or hours of flight, landings and take-offs necessary for NPC to document the activity, understand and accept the charges of the contract. It is to be understood though that payment for flying time shall be inclusive of any number of take-off landings.
- c. The Contractor shall make available the aircraft even for off-schedule flights especially for emergency purposes. In this case a clearance from the NPC-WMD Manager shall be required.
- d. The pilot or aircraft operator shall coordinate and take instructions from the Head of NPC's party, which may be the WMD Manager, Watershed Area Team Chief, or their designee. It is to be understood that scheduled flights will only be for official use and that the passengers will only be those necessary for the accomplishment of the activity as planned. However, this will be for NPC and not for the contractor to decide.

ARTICLE VI
TYPE OF AIRCRAFT

R44 Helicopter

ARTICLE VII
MANNER OF IMPLEMENTATION

Flights may be conducted every scheduled date of the Makiling-Banahaw Watershed Area Team and agreed upon by the Contractor but not to exceed the number of hours and corresponding budget as scheduled and allotted, respectively. If for example, an Area Team needs additional flying time for a particular period, the number of hours used shall be deducted from the total number of flying hours targeted by the Area Team for one whole year as specified in the contract.


ARTICLE VIII
CONTRACT DURATION

This contract covers **one (1) hour and fifty one (51) minutes** of flying time, based on the schedule set by NPC. It is further understood that "flying time" shall mean the number of minutes the aircraft is in actual use, from the time of take-off from the base to the time of touchdown on return to base.

Contract period shall be for **one (1) year commencing from the issuance of the Notice to Proceed; or the full utilization of the One (1) hour and Fifty-One (51) minutes total flying time, commencing from the issuance of the Notice to Proceed, whichever comes later.**


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ASIA AIRCRAFT OVERSEAS PHILIPPINES, INC.
(CONTRACTOR)


BY: 
ALEXANDER A. LIMJOCO II
President

SIGNED IN THE PRESENCE OF:


RAYMOND M. BAJAK
(CONTRACTOR)


EMMANUEL A. UMALI
Manager, WMD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
PIO J. BENAVIDEZ
President and CEO

**ARTICLE IX
MODE OF PAYMENT**

Payment to the Contractor shall be done after the conduct of every aerial operation/transport activity. The frequency of the activity may be scheduled by the WAT and the Contractor but not to exceed the total budget allotted for one (1) year. Payment shall be in accordance with the usual accounting and auditing procedures of NPC.

The NPC's general term and conditions in its procurement process and payment process shall be applied in any situation, which were not applied in these terms of reference.

**ARTICLE X
PAYMENT**

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 **ONE HUNDRED FIFTY THOUSAND PESOS (PHP 150,000.00) ONLY.**

**ARTICLE XI
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 XII
VALIDITY**

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 XIII
GOVERNING LAW**

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

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ARTICLE XIV
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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 14th day of May, 2021 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

**ASIA AIRCRAFT OVERSEAS
PHILIPPINES, INC.**
(CONTRACTOR)


BY:


PIO J. BENAVIDEZ
President and CEO *dr*

BY:

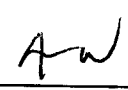

ALEXANDER A. LIMJOCO II
President

SIGNED IN THE PRESENCE OF:


EMMANUEL A. UMALI
Manager, WMD
(NPC)


RESMUNDO M. BARA
(CONTRACTOR)

FUNDS AVAILABLE


CORAMEN M. MACALINAO
Acting Sr. Department Manager, Finance

UC-EC Funded (E)

CERTIFIED FUNDS AVAILABLE	
PERIOD:	2021
ORDER NUMBER:	0002824
PROJECT CENTER:	4306026
AMOUNT:	₱ 150,000.00

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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 ~~MAY 14 2021~~, 2021, personally appeared **MR. PIO J. BENAVIDEZ**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1302281, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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, 2021
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 254 ;
Page No. 51 ;
Book No. 232 ;
Series of 2021.

ATTY. JASON B. DE BELEN
Roll No. 30259
Adm. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBP AR No. 34918187; QC 1-4-2021
PTR No. 0598847; QC 1-4-2021
MCLE VI-0022012; 4-14-22

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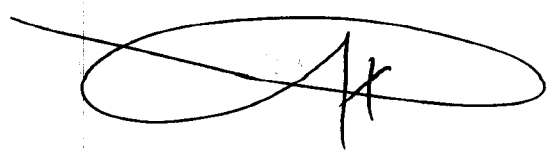
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in ~~Quezon City~~ ^{Quezon City} Philippines, this APR day of 2021, 2021, personally appeared **ALEXANDER A. LIMJOCO II**, President, **ASIA AIRCRAFT OVERSEAS PHILIPPINES, INC.**, with Identification Document in the form of, issued by LTD at _____, on _____, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

DRIVERS
LICENSE

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

Notary Public
Until December 31, 2021
IBP Lifetime No.: _____
PTR No.: _____



Doc. No. : 177
Page No. : 35
Book No. : 19
Series of 2021.

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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE



NON-PROFESSIONAL DRIVER'S LICENSE



Full Name (Last Name, Middle Name, First Name)
LIJOCO, ALEXANDER H AQUINO

Nationality: PHIL. Sex: M Date of Birth: 1989-05-21 Height: 170 Weight: 70

Address:
46 YAKAL ST TOWN AND COUNTRY CITY OF CALAPALAN RIZAL

License No: 100 90-029046 Expiration Date: 2028/05/21

Class of License: **BAGWAG**

Remarks: NONE

[Signature]
Director of LTO

[Signature]
ALDO B. BALABAN
Assistant Secretary