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# CONTRACT NO. LOG MSSP 2022-10-099-AAF

SUPPLY OF LABOR AND MATERIALS FOR THE INSPECTION CHART MAPPING (ICM) OF FIFTY (50) HECTARES REFORESTATION PROJECT AND TEN (10) HECTARES AGROFORESTATION PROJECT IN MAGAT WATERSHED AREA (PLAN 5)

SUPPLY OF LABOR AND MATERIALS FOR THE INSPECTION CHART MAPPING (ICM) OF FIFTY (50) HECTARES REFORESTATION PROJECT AND TEN (10) HECTARES BAMBOO PLANTATION IN MAGAT WATERSHED AREA (PLAN 7) PR No. HO-MAG22-004 / SVP220727-RF00314 (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 NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, MR. FERNANDO MARTIN Y. ROXAS, who is duly authorized to represent it in this transaction, hereinafter referred to as "NPC".

#### - and -

MR. G REFORESTATION SERVICES,, a single proprietorship duly organized and existing under the laws of the Republic of the Philippines, with principal office address at MB 454-A, Chinese Village, Puguis, La Trinidad, Benguet, Philippines herein represented by its Owner, MR. ERIC JAYSON J. GAMBOA, who is duly authorized to represent it in this transaction, hereinafter referred to as the "CONTRACTOR".

# WITNESSETH: That -

WHEREAS, NPC thru its Magat Watershed Area Team, Watershed Management Department, needs a contract for the Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project and Ten (10) Hectares Agroforestation Project in Magat Watershed Area (Plan 5), and Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project and Ten (10) Hectares Bamboo Plantation in Magat Watershed Area (Plan 7);

WHEREAS, NPC thru its Magat Watershed Area Team needs to establish adequate and verifiable ground control for the effective management and closer supervision of the NPC-MWAT reforestation and agroforestry projects funded through the Universal Levy Fund;

WHEREAS, to be able to assess and determine the overall status of the 50-ha reforestation project and 10 hectares agroforestry project both located in Brgy. Halag, Aguinaldo Ifugao through one hundred percent (100%) counting of

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Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project and Ten (10) Hectares Bamboo Plantation in Magat Watershed Area (Plan 7)

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ERIC JAYSON J. GAMBOA

CONTRACTOR

Watershed Management Department

ANUEL A. UMAL

BY: (NPC)
(NPC)
(NPC)
EERWANDO MARTIN Y. ROXAS
President and CEO

seedlings planted;

WHEREAS, CONTRACTOR, after having represented and warranted itself as capable and competent to undertake the Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project and Ten (10) Hectares Agroforestation Project in Magat Watershed Area (Plan 5) and Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project and Ten (10) Hectares Bamboo Plantation in Magat Watershed Area (Plan 7), submitted the single calculated and responsive quotation in 4th Alternative Mode of Procurement – Small Value Procurement conducted by the Bids and Awards Committee on 15 September 2022 for the said undertaking;

WHEREAS, NPC accepted the offer of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants stipulated hereinafter provided, the parties hereby agree as follows:

# ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

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

- NPC Terms of Reference for Alternative Mode of Procurement (Small Value Procurement) and Annex A & B – Terms and Conditions for the Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project and Ten (10) Hectares Agroforestation Project in Magat Watershed Area (Plan 5) and Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project and Ten (10) Hectares Bamboo Plantation in Magat Watershed Area (Plan 7) (HO-MAG22-004 / SVP220727-RF00314 (SVP4));
- Result of Bid Opening and Post-qualification Report dated 22 September 2022;
- 3. Bid Proposal of the CONTRACTOR dated 12 September 2022;
- 4. Notice of Award dated 05 October 2022;
- 5. Notice to Proceed; and
- The Performance Security to be filed by SUPPLIER in accordance with this Contract.

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

In the event that there are any discrepancies/inconsistencies between the provisions of this Contract and the Contract Documents mentioned above, the

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BY:

NATIONAL POWER CORPORATION ROXA latter shall govern. Should there be any discrepancies/ inconsistencies among the Contract Documents, the document with the latest date shall prevail.

#### **ARTICLE II** SCOPE OF WORK

The project shall have three major components/phases, namely: (1) Verification, Relocation, Amendment Survey of Plantation Areas; (2) Actual counting of seedlings planted; and (3) Report writing. It shall consist of but will not be limited to the following:

# 1. Verification, Relocation, Amendment Survey of Plantation Areas

1.1. To determine the actual boundary of the plantation area, verification, relocation and amendment survey or a combination thereof shall be conducted using appropriate surveying equipment/instruments. For purposes of this project, the following terms shall be understood to mean as follows:

Verification survey - a type of survey conducted to ascertain the position and description of the existing survey monuments and markers established by the reforestation/agro-forestry contractor;

Relocation survey - a type of survey to determine of correct positions of erroneously established monuments/markers; also establishment of monuments and/or markers as replacement for missing or damaged monuments/markers:

Amendment survey - a type of survey to change/rectify the boundary lines to indicate/show actual planted area if same is different from the target area for planting;

- 1.2 Based on the result of the above survey activities, a rectified plantation map with a scale of 1:10,000 shall be prepared and submitted. This map shall be used as the reference/base map for the succeeding activities as replacement to the standard map.
- Based on the rectified reference/base map, the boundary of the plantation area shall be plotted on the appropriate Inspection Chart Map (ICM) form, a sample of which shall be provided by NPC-WMD for reproduction of the ICM preparer/contractor.

# 2. Actual Counting of the Seedlings Planted

- 2.1 Using the reference/base map of the plantation area which comprises of the blocking posts and UTM monuments on the ground, the map of the plantation area shall be plotted on the appropriate ICM form. Due consideration should be made on the map scale transformation, since the base map uses 1:10,000 scale while the ICM form utilizes 1:1,000 map scale.
- 2.2 The ICM form generated shall be adopted in conducting one · hundred percent (100%) counting of the planted seedlings.

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(CONTRACTOR)

Watershed Management Department

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2.3 The devised ICM form is good for a 10-hectare area and an ICM form is uniquely designed for a specified spacing scheme.

- Draw each block reflected from the reference/base map by considering the length (distance) and orientation into the Inspection Chart Map.
- Based on the reference/base map, the number of blocks derived and the area covered per block as a result of blocking are given.
- 2.6 The number of ICM form to be used depends on the number of blocks of the project area.
- The 10-hectare block shall be further subdivided into 1-hectare block. UTM coordinates of the corner points of the 1-hectare block shall be derived using Global Positioning System (GPS) receiver.
- 2.8 After deriving the boundaries of the 1-hectare block, a semipermanent marker made of wood will be installed in the boundaries.
- 2.9 A designated person shall be assigned a one (1)-hectare block for inventory.
- 2.10 Upon designating the unique block assigned to each member, actual counting shall be done adopting the appropriate ICM form hereto attached.
- 2.11 The number of spots per hectare where seedlings are expected to be planted depends on the spacing scheme used in planting.

For 2 m x 3 m spacing: 1,667 spots/seedlings per hectare For 2 m x 2 m spacing: 2,500 spots/seedlings per hectare For 1 m x 2 m spacing: 5,000 spots/seedlings per hectare For 4 m x 4 m spacing: 625 spots/seedlings per hectare

- 2.12 The seedlings planted shall be evaluated and judged as to living, dead/dying and missing.
- 2.13 Living seedling refers to seedling in good and healthy state i.e. having green leaves and standing firmly.
- 2.14 Dead/dying seedling refers to seedling whose leaves already wilted or do not have leaves and the stem already decayed. (Note: There are seedlings that naturally shed-off its leaves (deciduous) but is still living)
- 2.15 Missing seedling refers to seedling that is gone or not existing in the expected spot along the planting strip where it should be standing or planted.
- 2.16 Legend using symbols shall be adopted for easiness, effectiveness and efficiency of counting. This legend is included in the prescribed ICM form (i.e. X for dead and 0 for missing; for living, no marking shall be done, the grid shall be left unmarked)

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NATIONAL POWER CORPORATION

3. Report Writing

The contents of the report shall be as follows:

- Description of the area (reforestation/agro-forestry)
- 3.2 Purpose and Objectives
- 3.3 Results (attach forms and maps)
- Pictures/photo documentation of the including monuments/markers replaced and/or repaired
- Conclusion and Recommendation

# ARTICLE III PROJECT LOCATION AND CONTRACT DURATION

The project site is located at Magat Watershed Area Team, Brgy. Halag, Aguinaldo, Ifugao.

The project shall commence immediately upon issuance of the Notice to Proceed and the completion period shall be within ninety (90) calendar days reckoned from the contract effectivity date stated in the Notice to Proceed (NTP).

### ARTICLE IV MODE OF 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 in the amount of and not exceeding THREE HUNDRED FIFTY FOUR THOUSAND PESOS ONLY (P 354,000.00). Project cost as follows:

Project	Qty.	Unit Price (PhP)	Amount
Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project and Ten (10) Hectares Agroforestation Project in Magat Watershed Area (Plan 5)		, ,	X
Reforestation     Agroforestry	50 ha. 10 ha.	2,950.00 2,950.00	147,500.00 29,500.00
Sub-total	60 ha.		177,000.00
Supply of Labor and Materials for the Inspection Chart Mapping (ICM) of Fifty (50) Hectares Reforestation Project and Ten (10) Hectares Bamboo Plantation in Magat Watershed Area (Plan 7)			
<ul> <li>Reforestation</li> </ul>	50 ha.	2,950.00	147,500.00
Bamboo Plantation	10 ha.	2,950.00	29,500.00
Sub-total	60 ha.		177,000.00
TOTAL			354,000.00

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ERIC JAYSON J. GAMBOA

(CONTRACTOR)

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SIGNED IN THE (NPC)

EERWANDO MARTIN Y. ROXAS

FERBANDEL A. UMALI

Watershed Management Department
(NPC)

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

Payment Nature of Payment	Basis/Indicator of	Expected	Plan 5	Plan 7	Plan 5	Plan 7	
	Payment	Payment	Output	Approx. No. of Months		% Total Cost	
1	1 <sup>st</sup> Payment	Contract Signed     Notice to Proceed     Project Proposal     Approved Work     Program     Inception report     Notice of Billing	- Contract - Report	2 weeks	2 weeks	Php106,200.00 (60%)	Php106,200.00 (60%)
2 Last Payment		- Completion of ICM - Inspection Report of WAT - Draft Report - Final Report Notice of Billing - Certificate of Acceptance	- Final Report - Certificate of Completion - Certificate of Acceptance	3 months	3 months	Php70.800.00 (40%)	Php70,800.00 (40%)
			тот	TAL	Php177,000.00	Php177,000.00	

# ARTICLE V PERFORMANCE SECURITY

To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER 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.
- c. Performance Securing Declaration.

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 SUPPLIER to perform its obligations under this Contract. The

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Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

In case of surety bond, any extension of the contract time granted to the SUPPLIER, 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.

#### ARTICLE VI LIQUIDATED DAMAGES

Should CONTRACTOR fail 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 VII 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 VIII AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement

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shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

# ARTICLE IX 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 X 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 XI WARRANTY CLAUSE

CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and

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

# ARTICLE XII 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 XIII 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 XIV GOVERNING LAW**

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

## ARTICLE XV 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.

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on thisdayNATIONAL POWER CORPORATION	mr. G REFORESTATION SERVICES (CONTRACTOR)
FERNANDO MARTIN Y. ROXAS President and CEO	BY:  ERIC JAYSON J. GAMBOA  Owner
EMMANUEL A. UMALI Department Manager, WMD	SCEL M. FLOREHTIH  (CONTRACTOR)
FUNDS AVAILABLE:	
LORLINA E. BOMEDIANO Sr. Dept. Manager, Finance	- T.E.

Certificate of Budgetary Inclusion

Period: (1) 2023

Account / WO/JO: Accou

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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 process, 2022, personally appeared MR. FERNANDO MARTIN Y. ROXAS, President and CEO, NATIONAL POWER CORPORATION, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of twelve (12) 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.

Doc. No. 400 ; Page No. 51 ; Book No. 50 ; Series of 2022. Notary Public
Until December 31, 2022
IBP Lifetime No.:\_\_\_\_\_
PTR No.:

.. IY. RODOLFO M. DE GUZMAN, JR. Notary Public for Quezon City Commission No. NP-127(2021-2022) Commission Expires on 31 December 2022 Roll No. 44291

IBP No. 201548; 02/08/2022; RS.M PTR No. 2614399; 02/08/2022; Quezon City PCLE No. VI-0025196; 04/08/19; Pasig L. : 4th Floor NPC Office Building Quezon Ave. cor. BIR Ros:

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

# **ACKNOWLEDGEMENT**

JAYSON J. GAMBOA, of Identification Document in the state of the state	Days Public for and in Quezon City, Philippines this 2022, personally appeared MR. ERIC Dwner, MR. G REFORESTATION SERVICES with the form of Government ID No, issued by on, known to me and the person who executed the foregoing instrument ges including the pages wherein the acknowledgements by both parties and their instrumental witnesses and he at the same is his free and voluntary act and deed and presents.
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	AND NOTARIAL SEAL, at the place and on the date
	Notary Public Until December 31, 2022 IBP Lifetime No.: PTR No.:
Doc. No. 47 Page No. 95 Book No. VII; Series of 2022.	ATTY.MICHAEL JOSEPH C. CAPINPIN Notary Public for Quezon City Valid Until December 31, 2027 PTR No.06947 11 01-04-2027 IBP Life Time No. 08330 Roll No. 56499 MCLE compliance No. VI-0008995 (Extended Valid Until April 14, 2023) Adm. Matter No. NP 119 (2022-2023) 101 Malakas Lane Brgy. Central Quezon City

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