

**ANNEX D**

**CONTRACT FOR THE MONITORING AND  
EVALUATION  
(PHYSICAL VALIDATION OF COMPONENT)  
OF FORESTRY SECTOR PROJECT**

**KNOW ALL MEN BY THESE PRESENT:**

This Agreement entered into by and between:

The **REGIONAL OFFICE OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, REGION \_\_\_\_** referred herein as **DENR R\_\_\_\_** with principal office at the \_\_\_\_\_ and represented in this Agreement by its Regional Executive Director \_\_\_\_\_;

**AND**

The \_\_\_\_\_, a duly registered Non-Governmental Organization (NGO) with principal office at \_\_\_\_\_ and represented in this Agreement by its \_\_\_\_\_ (*Title or position of the NGO head*), \_\_\_\_\_ (*Name of Officer*) and referred herein as the Contractor.

**WITNESSETH:**

**WHEREAS**, the DENR R- \_\_\_\_ is mandated to supervise the implementation of the Forestry Sector Project (FSP) which aims to restore the forest cover of denuded forestlands in selected subproject areas and thus enhance environmental/ecological balance and generate socio-economic benefits to the local community;

**WHEREAS**, the FSP has a major investment component, the Comprehensive Site Development (CSD) which includes

Reforestation, Agroforestry, Rattan Plantation, Bamboo Plantation, Assisted Natural Regeneration, and Mangrove Plantation;

**WHEREAS**, the aforementioned FSP component is being implemented by the People's Organizations (POs);

**WHEREAS**, there is a need to validate the actual physical accomplishments of the FSP;

**NOW THEREFORE**, for and in consideration of the aforementioned premises and covenants hereinafter set forth, the Parties hereto mutually agree, as follows:

1. The DENR R\_\_\_\_\_ shall:
    - 1.1 Provide the funds needed in carrying out the physical validation tasks assigned to the Contractor as stated in Section 4 of this Memorandum Circular and in accordance with the approved detailed Work and Financial Plan to be submitted by the Contractor;
    - 1.2 Provide orientation on the revised Monitoring and Evaluation (M and E) Guidelines and the methodologies to be used in the validation of the physical accomplishments of the project;
    - 1.3 Assists the Contractor in establishing proper linkages and communication with the concerned DENR field offices, as well as with the AO, POs, and LGUs, to ensure the smooth implementation of the tasks stipulated in this Contract;
    - 1.4 Define the area to be covered by each validation pass and issue the necessary notice to start each pass;
    - 1.5 Ensure the active participation of DENR staff throughout the validation period;
    - 1.6 Prescribe the outline/format of the Physical Validation Report to be submitted by the Contractor;
    - 1.7 Monitor the progress of the physical validation activities of the Contractor;
    - 1.8 Review and accept the reports submitted by the Contractor;
- and

1.9 Review and process claims for payment by the Contractor.

2. The Contractor shall:

2.1 Organize and mobilize its M and E/Physical Validation Team following the approved team composition and schedule;

2.2 Ensure that its monitoring team undergo orientation pursuant to Section 14 of this Circular;

2.3 Prepare and submit to the RED concerned, for approval, a detailed Work and Financial Plan within fifteen (15) calendar days from the date of signing of this Contract. Provided that the detailed Work and Financial Plan shall be based on the schedule of activities and outputs required of the Contractor as set out in Annex A of this Circular. Provided further that the detailed workplan shall indicate the monthly activities and corresponding cash flows for the entire duration of the Contract and shall include the composition of the Physical Validation Team;

2.4 Make sure that the activity and manning schedule in the submitted proposal is followed. If there has to be changes in the composition of the Team, it shall ensure that the qualification of the replacements is equal or better than the previously listed team member and that the consent and approval of the DENR is obtained;

2.5 Implement the approved Work and Financial Plan, which shall include the following major tasks:

2.5.1 Locate and verify on the ground the project and plantation boundaries and corner/block markers established by the PO;

2.5.2 Assess the seedling production of the PO;

2.5.3 Establish the total area planted as of a particular period;

2.5.4 Conduct a 20% systematic sampling of all planted areas for purposed of survival counting and seedling height and diameter measurement;

- 2.5.5 Evaluate the maintenance and protection work of the PO and assess the overall quality/health of the plantations established;
- 2.5.6 Inspect and evaluate the current condition of infrastructure facilities;
- 2.5.7 Prepare the necessary maps and summary tables to reflect the findings of the above investigations; and
- 2.5.8 Prepare a report outlining findings with the recommended actions on problems identified.

2.6 Submit the required copies of the reports on time.

2.7 Submit the required documentation of expenses for billing purposes.

3. The total budget for this Contractor shall not exceed \_\_\_\_\_ (P \_\_\_\_\_), which shall cover a period not exceeding \_\_\_\_\_ from the signing of the Contract. Provided, that the actual amount of money to be released each year shall not exceed the amount indicated in the approved Work and Financial Plan.

The Contractor shall be entitled to a mobilization fee equivalent to a maximum of fifteen percent (15%) of the total first year cost.

The fund requirements of this Contract, as stipulated in the approved Work and Financial Plan, shall be released on output basis subject to the submission of a progress report or the agreed output/report and a disbursement report covering the period during which funds were utilized, which will be reviewed and approved by the DENR.

Provided that any undisbursed amount for a pass, if fully explained and justified by the Contractor, shall be reprogrammed and incorporated into the budget of subsequent passes in order to complete the remaining scheduled activities and target outputs.

In case the Contract is cancelled for reasons stated in Section 19 of this Circular, the (NGO) shall refund/return to DENR funds previously released by the DENR, which do not have corresponding accomplished activities, per the evaluation undertaken by the DENR.

4. This Contract shall take effect upon signing hereof and shall remain valid and in force for a maximum period of \_\_\_\_\_ unless sooner revoked in writing by mutual agreement of both parties.
5. This Contract may be revised, amended or modified only through a written instrument duly executed and signed by both parties.

**IN WITNESS HEREOF**, the parties hereto have signed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2000 at \_\_\_\_\_.

\_\_\_\_\_  
**REGIONAL EXECUTIVE DIRECTOR**  
**DENR R\_\_\_\_\_**

\_\_\_\_\_  
**NGO**

**WITNESSES**

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