

CONTRACT NO. LOG MSSP 2025-05-029-MGF

**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT,
MAINTENANCE & PROTECTION FOR THE 80 HECTARES AGROFORESTRY
PROJECT OF UPPER AGNO RIVER WATERSHED
PR NO. HO-UAR25-001 / CMP241128-RA00565 (CMP2)**

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, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Senior Vice President and Chief Operating Officer, **ATTY. MELCHOR P. RIDULME**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

CAPALONGA MANGROVE DEVELOPMENT ASSOCIATION, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Barangay Camagsaan, Capalonga, Camarines Norte, Philippines, herein represented by its President, **MR. RAMIL R. RAVIZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, NPC thru its Upper Agno River Watershed Area Team needs a contract for the Supply of Labor and Materials for the Establishment, Maintenance & Protection for the 80 Hectares Agroforestry Project of Upper Agno River Watershed through Community Participation;

WHEREAS, NPC thru its Upper Agno River Watershed Area Team needs to rehabilitate the identified open, denuded and marginal portions of NPC watershed areas through reforestation in order to support the power-generating plants' sustained operation, and carbon sequestration for environmental amelioration.

WHEREAS, CONTRACTOR, after having represented and warranted itself as capable, competent and duly licensed to undertake the Supply of Labor and Materials for the Establishment, Maintenance & Protection for the 80 Hectares Agroforestry Project of Upper Agno River Watershed, submitted the single calculated and responsive quotation in the Negotiated Procurement - Community Participation conducted by the Bids and Awards Committee on 25 March 2025 for the said undertaking.


Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance & Protection for the 80 Hectares Agroforestry Project of Upper Agno River Watershed
Contract No. LOG MSSP 2025-05-029-MGF

SIGNED IN THE PRESENCE OF:

BY:


RAMIL R. RAVIZ
President


MANUEL A. UMALI
(CONTRACTOR)


EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)


NATIONAL POWER CORPORATION
(NPC)


BY:


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO


RAMIL R. RAVIZ
President

BY:


JONATHAN (CONTRACTOR)


EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

BY:

WHEREAS, NPC accepted the said bid 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:

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. Terms of Reference for the Supply of Labor and Materials for the Establishment, Maintenance & Protection for the 80 Hectares Agroforestry Project of Upper Agno River under PR No. HO-UAR25-001 / CMP241128-RA00565 (CMP2);
2. CONTRACTOR's Price & Technical Proposals dated 22 March 2025;
3. Result of Bid Opening and Post Qualification Report dated 10 April 2025;
4. Notice of Award dated 08 May 2025;
5. Notice to Proceed; and
6. 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 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 protection
6. Plantation Maintenance
 - 6.1 Ring weeding/cultivation and fertilizer application
 - 6.2 Replanting and fertilizer application
7. Plantation Protection
 - 7.1 Pest and disease detection and control
 - 7.2 Foot patrol works
 - 7.3 Fire line Construction/Maintenance

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BY:


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President


DANIEL J. DE LEON
(CONTRACTOR)


EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

PERIMETER SURVEYING AND MAPPING OF AREAS TO BE PLANTED

1. Boundary shall be delineated using GPS instrument.
2. Map scale of the perimeter survey shall be as follows:
 - 1 : 3,000 for areas 10 hectares and below
 - 1 : 5,000 for areas more than 10 hectares up to 30 hectares
 - 1 : 7,500 for areas more than 30 hectares up to 50 hectares
 - 1 : 10,000 for areas more than 50 hectares
 - a. To be drawn and plotted on an A3-size tracing paper.
 - b. Technical description and remarks for every point shall be clearly indicated, duly signed and sealed by a forester/geodetic engineer.
3. The total available area for reforestation is the target area (in hectare) based on the approved contract/UC-EC Plan. Non-plantable areas shall not be included in the target area that will be planted such as rocky portions, vegetated areas, rivers, road networks, steep ridges/ravines, waterlogged areas, among others. In such cases, the contractor shall provide for the additional areas adjacent to the prescribed project site in order to complete the required area for planting.

MONUMENTING/MARKING OF CORNERS

For contiguous/non-contiguous area:

PVC pipe (orange) with 10cm (4-inch) diameter and height of 60cm filled with concrete and 30 cm exposed shall be installed on all corners of the project site's perimeter. Corner points shall be UTM-fed and coordinates supplied by GPS to be engraved/etched on each PVC pipe.

BLOCKING OF THE PROJECT SITE

1. Whole project site shall be divided into blocks.
2. For contiguous area:


Block into 10-hectare areas with a dimension of 200 X 500 meters with the short and long ends following the east-west and north-south directions, respectively.
3. For non-contiguous area:
 - a. Block into 5-hectare areas with a dimension of 200 X 250 meters.
 - b. Below 5 hectares, total gross area shall be computed and be treated as a block.
 - c. Each block shall be assigned a unique block identification to establish its identity.
4. Corner points shall be on GPS reading/survey.
5. Blocking shall be reflected/indicated in the map.

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6. PVC pipe (orange) with 5 cm (2-inch) diameter and height of 100cm filled with concrete and with 50 cm exposed shall be installed on all corners of the block. Corner points shall be UTM-fed and coordinates supplied by GPS to be engraved/etched on each PVC pipe. The corresponding code for that block is marked on that side of the PVC post.
7. Blocking activity using PVC pipe posts in its prescribed dimensions shall be done prior to planting. Blocking plan/design shall be reflected on the map to be submitted by the Contractor. This shall be the basis of evaluation during the inspection of the blocking posts to be established later on the ground.
8. Detailed Procedure:
In order to minimize the number of blocks to be established, blocking shall be done as:

- a. The X-axis shall coincide (tangent) with the southernmost point/corner of the project area while the Y-axis shall be tangent to the westernmost point/corner of the project area.
- b. The point of origin (O) shall be determined by the intersection of the X and Y axes, which correspond to the east-west and north-south directions, respectively.
- c. The width (X-axis) of each block will measure 200 meters per block while the longer axis (Y-axis) will have a length of 500 meters.
- d. Assignment of block numbers shall be done following the left-right (west-east) then bottom-up (south-north) direction.

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 0.30 meters and a maximum height of 0.60 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 to the project site at least one (1) month before outplanting to acclimatize with the local site condition.
4. The species and quantity of seedlings are required (in Project Profile).

PLANTATION ESTABLISHMENT AND OPERATION

1. Site preparation
 - a. Site preparation prior to out-planting shall be a combination of either strip brushing, ring weeding/spot clearing or any other method/strategy depending on species suitability.
 - b. If using strip brushing method, planting strips measuring at least 1 meter wide along the contour shall be cultivated, followed by

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removal/exposure of roots and rhizomes, leaving approximately 2-meter-wide uncultivated strips between the cultivated strips.

- c. Number of planting strips depends on the configuration of the plantation site.
- d. If using ring weeding, approximately 50-cm radius around the seedling shall be cultivated, uproot all roots and rhizomes and loosen the soil.

2. Staking

- a. Staking at prescribed spacing should be done.
- b. Stakes should be at least 1 meter in height so it can be easily located during hole digging and planting.
- c. Locally available materials can be used as stakes, provided the gathering and collection shall be approved and supervised by a representative of concerned Watershed Area Team.

3. Hole digging

- a. For all plastic bag size, a clearance of 2 inches around the seedlings should be considered in determining the hole size to fit the seedlings into the hole.
- b. The hole depth depends on the size of the bag. It should have a clearance of 2 inches around the pot and 3 inches from the base to determine the hole depth.

4. Seedling transport

- a. Seedlings should be carefully transported to the planting site from the nursery.
- b. To avoid damage/injury during transport, use containers such as sacks, baskets (kaing), wooden boxes, etc.
- c. Prior to seedling transport, seedlings may not be watered for more firm attachment of roots to the soil.

5. Planting

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


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Jansel P. De Leon
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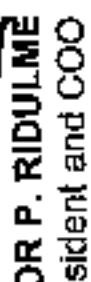
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ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

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Senior Vice President and COO

BY:

into the spaces (putting the topsoil first), then tamped firmly all around to prevent from inclining.

PLANTATION MAINTENANCE

1. Ring weeding/ spot cultivation, mulching and fertilizer application

- Ring weeding and spot cultivation shall be approximately 50-cm radius around the seedling, uprooting all roots and rhizomes and loosen the soil
- Mulch is approximately 50-cm radius around the seedling; mulch thickness about 10-cm; remove mulch prior to ring weeding then replace after each ring weeding.
- Ring weeding and fertilizer application frequency is as follows:

Year	Schedule
2	2 passes for ring weeding (Qtr 2 & 3) 2 passes for fertilizer application (Qtr 2 – June & 3 – Sept.)
3	2 passes for ring weeding (Qtr 2 & 3) 2 passes for fertilizer application (Qtr 2 – June & 3 – Sept.)

2. Replanting and fertilizer application

- Determine the survival rate, the inspection (the sampling methodology and intensity shall be determined by the WAT) shall be conducted on the following dates:
 - About one month after out planting; and
 - Every maintenance pass for the 2nd and 3rd qtr.
- Conduct replanting if survival rate is less than 80%.
- Any additional replanting should be done immediately if weather conditions warrants.
- To boost the seedling growth, inorganic fertilizer shall be applied at the rate of 10 to 20 gm per seedling.
- Fertilizer is applied by mixing it thoroughly with the soil used to fill up the holes or side dressed in drills at about 10 to 15 cm distance around the base of the seedling.
- In steep areas, fertilizer should be side dressed on the upper and left or right sides of the seedling.
- Most grassland soils are deficient in nitrogen and phosphorus; hence, nitrogen and phosphorus fertilizers or complete fertilizers should be applied.

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- i. Organic fertilizers such as compost, animal manure or green manure can also be used.

PLANTATION PROTECTION

1. Fireline Construction

- a. The 10-meter-wide fireline shall be free from cogon, grasses & other undesirable vegetation including its roots/rhizomes.
- b. If there are trees either premium or lesser-known species (LKS) that will obstruct the 10-meter wide fireline, these trees shall be protected and avoided to be cut.

2. Fireline Maintenance

- c. The 10-meter-wide fireline shall be maintained by regular clearing and removing all undesirable vegetation such as cogon, grasses, pine needles, etc. including its roots/rhizomes that are highly combustible especially during dry months. It is essential that fireline is maintained to avoid crossing of wildfire in the established plantation.

3. Pest and disease detection and control

- a. Regularly conducts seedling inspection for possible signs/symptoms or outbreak of diseases.
- b. Inform the Watershed Area Team immediately of any possible signs/symptoms or outbreak of diseases.
- c. Seedlings with evident attack of pest and presence of disease should be removed and replaced with healthy and vigorous seedlings.

4. Patrol works

- a. Foot patrolling should be conducted regularly after the establishment of the plantation to prevent and control any form of destruction to the plantation area.
- b. Prepare and submit monthly patrol reports and shall form part of the attachments every progress billing.
- c. In case of forest fire occurrences in the plantation, the CSG shall protect the plantation through construction of emergency firelines or conduct fire suppression if necessary.


SIGNED IN THE PRESENCE OF:


JENNIFER L. DE LA CRUZ
(CONTRACTOR)


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Senior Vice President and COO

SOURCE OF MANPOWER/WORKFORCE

1. The Contractor's workforce in the conduct of these activities must comprise at least ninety percent (90%) local community residents. A certification from the barangay LGU shall be secured incase local community workers are not interested.
2. The Contractor must deploy a competent site Supervisor with experience in handling significant number of personnel in related projects.

ACCOMPLISHMENT REPORTS AND DOCUMENTATION

1. The Contractor shall submit an accomplishment report ("ANNEX C") based on the activities completed for every progress billing
2. Progress report must be accompanied with geo-tagged pictures and shall be submitted regularly by the Contractor for monitoring purposes.
3. Patrol reports must be submitted every two (2) weeks, with geo-tagged pictures and tracking (to start after plantation establishment)
4. Reports and request for billing shall be signed by the Contractor or his duly designated representative.
5. The report shall contain information on how many laborers were utilized and the detailed accomplishment per day per activity. It may also be included significant experiences, problems encountered and recommendations for the improvement of the project implementation.
6. The report shall be attached to the Request for Inspection and Notice of Billing hereto attached as "ANNEX A" and "ANNEX B" respectively, for every completed activity per billing period.
7. Final billing request shall have attached pictures taken before, during and after project completion. It should be taken in a single vantage point to show the development of the project.
8. Captions should be included for each picture stating the activity undertaken and its location.

WORK PLAN/SCHEDULE

The schedule of implementation shall be in conjunction to the feasibility to undertake the work, e.g., planting should be done on the onset of rainy season while fire line construction should be undertaken on the onset and until the end of the dry season.

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Senior Vice President and COO

			SCHEDULE												
ACTIVITY			2025				2026				2027				2028
YEAR 1	U/M	TARGET	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
FIRST PERIOD															
1. Perimeter Surveying	map	lot													
2. Mapping of the agro site	map	lot													
3. Monumenting of corners	monument														
4. Blocking of the area	map	lot													
SECOND PERIOD															
1. Procurement of seedlings	seedlings	44,000													
THIRD PERIOD															
1. Trail construction	sqm	lot													
2. Site preparation (strip brushing/ringweeding)	ha	80													
3. Staking	stake	40,000													
4. Hole digging	hole	40,000													
5. Seedling transport/hauling	seedlings	44,000													
6. Planting	seedlings	40,000													
7. Fertilizer application	spot	40,000													
FOURTH PERIOD															
1. Fireline construction	sqm	lot													
2. Trail maintenance	sqm	lot													
3. Replanting of seedlings (if below 80% survival)	seedling														
4. Pest and disease detection and control	seedlings	40,000													
5. Patrol works	ha	80													
YEAR 2															
FIFTH PERIOD															
1. Fireline maintenance	sqm	lot													
2. Trail maintenance	sqm	lot													
3. Fertilizer application(1 st pass)	spot	40,000													
4. Pest and disease detection and control	seedlings	40,000													
5. Patrol works	ha	80													
SIXTH PERIOD															
1. 1 st cycle ring weeding/cultivation	spot	40,000													
2. Replanting of seedlings (if less than 80%)	seedlings	40,000													
3. Fertilizer application(2 nd pass)	spot	40,000													
4. Pest and disease detection and control	seedlings	40,000													
5. Patrol works	ha	80													
SEVENTH PERIOD															
1. Fireline maintenance	sqm	lot													
2. Trail maintenance	sqm	lot													
3. Replanting of seedlings (if less than 80% survival rate)	seedlings	8,000													
4. Pest and disease detection and control	seedlings	40,000													
5. Patrol works	ha	80													
YEAR 3															
EIGHTH PERIOD															
1. Fire line maintenance	sqm	lot													
2. Fertilizer application(1 st pass)	spot	40,000													
3. Pest and disease detection and control	seedlings	40,000													
4. Patrol works	ha	80													
NINTH PERIOD															
1. 1 st cycle ring weeding/cultivation	spot	40,000													
2. Replanting of seedlings (if less than 80% survival)	seedlings	40,000													

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			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
3. Trail maintenance	sqm	lot													
4. Fertilizer application (2 nd pass)	spot	8,000													
5. Pest and disease detection and control	seedlings	40,000													
6. Patrol works	ha	80													
TENTH PERIOD															
1. Trail maintenance	sqm	lot													
2. Fire line maintenance	sqm	lot													
3. Replanting of seedlings (if less than 80% survival)	seedlings	8,000													
4. Pest and disease detection and control	seedlings	40,000													
5. Patrol works	ha	80													
Maintenance and Protection															
1. Pest and disease detection and control	seedlings	40,000													
2. Patrol works	ha	80													

PROJECT PROFILE

I. AGROFORESTRY

Location

Barangay
Municipality
Province

Proper Bisal, Bobok-Bisal
Bokod
Benguet

i. Area

Size : 10 Hectares
Distance from nearest water source : 150 meters
Road : 200 meters
Climate Type : Type 2
Topography : sloping
Soil Type/pH : Sandy clay-clay loam
Vegetative Cover : with existing agroforestry species that will serve as shade for coffee; patches of shrubs/bushes


ii. Implementation Strategy

Number of Required Potted Seedlings : 5,500 seedlings (inclusive of 10% allowance for mortality)

Breakdown/ Distribution		
Species	Quantity	Height
1. Coffee (<i>Coffea arabica</i>)	2,575 pcs	0.30 m - 0.60 m
2. Guyabano (<i>Annona muricata</i>)	1,100 pcs	0.30 m - 0.60 m

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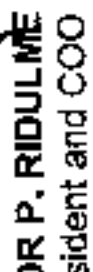
SIGNED IN THE PRESENCE OF:


J. J. J. J.
(CONTRACTOR)


EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)

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3. Avocado (<i>Persia Americana</i>)	550 pcs	0.30 m - 0.60 m
4. Rambutan, Lanzones, Mabolo or any alternative fruit bearing tree species applicable in the area	550 pcs	0.30 m - 0.60 m
5. Alnus (<i>Alnus maritima</i>)	825 pcs	0.30 m - 0.90 m
TOTAL	5,500 pcs.	

Planting Scheme Spacing : 4m x 5m

iii. Manpower Availability

No. of Peoples' Organization : 2
Estimated available workforce : 5 - 12

II. AGROFORESTRY

Location :
Barangay : Sitio Shoyocan/Sanosol, Ambuklao
Municipality : Bokod
Province : Benguet

i. Area

Size : 70 Hectares
Distance from nearest water source : 180 meters
Road : 3.5 - 5 kilometers
Climate Type : Type 2
Topography : sloping
Soil Type/pH : Sandy clay-clay loam
Vegetative Cover : with existing agroforestry
species that will serve as
shade for coffee; patches of
shrubs/bushes

ii. Implementation Strategy

Number of Required Potted Seedlings : 38,500 seedlings (inclusive of
10% allowance for mortality)


Breakdown/ Distribution		
Species	Quantity	Height
1. Coffee (<i>Coffea arabica</i>)	17,325 pcs	0.30 m - 0.60 m
2. Guyabano (<i>Annona muricata</i>)	7,700 pcs	0.30 m - 0.60 m
3. Avocado (<i>Persia Americana</i>)	3,850 pcs	0.30 m - 0.60 m
4. Rambutan, Lanzones, Mabolo or any alternative fruit bearing tree species applicable in the area	3,850 pcs	0.30 m - 0.60 m
5. Alnus (<i>Alnus maritima</i>)	5,775 pcs	0.30 m - 0.90 m
TOTAL	38,500 pcs.	

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EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)
DUJAFER (CONTRACTOR)

BY:


RAMIL R. RAVIZ
President

Planting Scheme Spacing :

4m x 5m

Manpower Availability

No. of Peoples' Organization : 2
Estimated available workforce : 15 - 30

ARTICLE III
PROJECT DURATION AND LOCATION

The contract duration shall be **three (3) years** reckoned from issuance of Notice to Proceed.

The project sites are located at the following areas:

Name of Project	Location	Area
80 hectares Agroforestry	Proper Bisal, Bobok-Bisal, Bokod, Benguet	10 has
	Sitio Shoyocan/Sanosol, Ambuklao, Bokod, Benguet	70 has

ARTICLE IV
TOTAL CONTRACT PRICE

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: TWO MILLION THREE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED TWO PESOS AND 66/100 (PHP 2,394,202.66)**.


The Total Contract Price specified above shall be paid in accordance with the provision of Section IV-GCC, Clause 2 of the Bidding Documents.

All taxes, custom duties, tariffs, exports, excise and all other taxes assessed and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, equipment and supplies to be furnished under the Contract shall be borne by the CONTRACTOR.


In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the CONTRACTOR.

The CONTRACTOR must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

SIGNED IN THE PRESENCE OF:


EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. MELCHOR P. RIDDOME
Senior Vice President and COO

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance & Protection for the 80 Hectares
Agroforestry Project of Upper Agno River Watershed
Contract No. LOG MSSP 2025-05-029-MGF

BY:

BY:


RAMIL R. RAVIZ
 President


EMMANUEL A. UMALI
 OIC-OSDM, RMS
 (NPC)


ATTY. MELCHOR P. RIDULME
 Senior Vice President and COO

MODE OF PAYMENTS

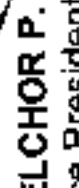
The Contractor shall be paid on a progressive billing scheme and shall not exceed the allocated budget for the project. Billing is indicated in the table below:

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 agro site Monumenting/markings of corners Blocking of the area (in map) 	Quarter 2	10.00% (Less 10% retention fee) 9.00%
2	2 nd Progress Billing	<ul style="list-style-type: none"> Procurement of seedlings 	Quarter 2	10.00% (Less 10% retention fee) 9.00%
3	3 rd Progress Billing	<ul style="list-style-type: none"> Trail construction Site preparation (strip brushing / weeding) Staking Hole digging Seedling transport/hauling Planting Fertilizer application Minimum 80% seedling survival 	Quarter 3	12.00% (Less 10% retention fee) 10.80%
4	4 th Progress Billing	<ul style="list-style-type: none"> Fireline construction Trail maintenance Replanting of seedlings (if less than 80% survival) Pest and diseases detection & control Patrol works Minimum 80% seedling survival 	Quarter 4	8.00% (Less 10% retention fee) 7.20%
Year 2				
5	5 th Progress Billing	<ul style="list-style-type: none"> Fireline maintenance Trail maintenance Pest and diseases detection and control Patrol works Minimum 80% seedling survival 	Quarter 1	15.00% (Less 10% retention fee) 13.50%
		<ul style="list-style-type: none"> Fireline and trail maintenance Ring weeding Fertilizer application (1st pass) Pest and diseases detection and control Patrol works 	Quarter 2	
6	6 th Progress Billing	<ul style="list-style-type: none"> 1st cycle ring ringweeding/ cultivation Replanting of seedlings Fertilizer application (2nd pass) Pest and 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"> Fireline maintenance Trail maintenance Replanting of seedlings (if less than 80% survival) Pest and diseases detection and control Patrol works Minimum 80% seedling survival 	Quarter 4	7.50% (Less 10% retention fee) 6.75%

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BY:

BY:


RAMIL R. RAVIZ
President
EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)
ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

Year 3				
8	8 th Progress Billing	<ul style="list-style-type: none">• Fireline maintenance• Pest and diseases detection and control• Patrol worksMinimum 80% seedling survival	Quarter 1	15.00% (Less 10% retention fee) 13.50%
		<ul style="list-style-type: none">• Fireline maintenance• Ring weeding• Fertilizer application (1st pass)• Pest and diseases detection and control• Patrol works	Quarter 2	
9	9 th Progress Billing	<ul style="list-style-type: none">• 1st cycle ring weeding/spot cultivation• Replanting of seedlings• Trail maintenance• Fertilizer application (2nd pass)• Pest and diseases detection and control• Patrol worksMinimum 80% seedling survival	Quarter 3	7.50% (Less 10% retention fee) 6.75%
10	Final Payment	<ul style="list-style-type: none">• Trail maintenance• Fireline maintenance• Replanting of seedlings (if less than 80% survival)• Pest and diseases detection control• Patrol worksMinimum 80% seedling survival	Quarter 4	7.50% (Less 10% retention fee) 6.75%
		<ul style="list-style-type: none">• Pest and diseases detection control• Patrol works	Quarter 1 (CY 2028)	
11	Release of Retention	<ul style="list-style-type: none">• The plantation is properly maintained and protected against forest/wildfire• The plantation has 80% survival based on 100% seedling inventory• Certificate of Final Acceptance issued		10.00%

ARTICLE V 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.

- 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.
- 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 NPC.

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CAPALONGA MANGROVE DEVELOPMENT
ASSOCIATION, INC.,
(CONTRACTOR)

BY:


RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:


JONATHAN Z. DE VERA
(CONTRACTOR)


EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

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 CONTRACTOR 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 fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other 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%) of the contract amount, 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-CONTRACTING

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-contractor 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.


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BY:


RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:


J. DE LEON
(CONTRACTOR)
EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)**ARTICLE VIII**
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.

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 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

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BY:


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

CAPALONGA MANGROVE DEVELOPMENT
ASSOCIATION, INC.,
(CONTRACTOR)

BY:


RAMIL R. RAVIZ
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 XII **JOINT AND SEVERAL LIABILITY**

The liability of the CONTRACTOR and/or any and all of the entities representing it in any manner under this Contract or relating 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 **EFFECTIVITY**

This Contract shall become effective upon receipt of the Notice to Proceed.

ARTICLE XV **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, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

SIGNED IN THE PRESENCE OF:


DANIEL P. DE LEON
(CONTRACTOR)


EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this
13th day of June, 2025 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

BY:



ATTY. MELCHOR P. RIDULME
SVP & COO

CAPALONGA MANGROVE
DEVELOPMENT ASSOCIATION, INC.
(CONTRACTOR)

BY:


RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:


EMMANUEL A. UMALI
OIC-OSDM, RMS
(NPC)


EMABEL Z. DE LEON
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

Certificate of Budgetary Inclusion	
Period:	<u>FY 2026</u>
Account:	<u>079-100-26-05-5970</u>
Cost Center:	<u>4306009</u>
Amount:	<u>₱ 718,260.83</u>

Certificate of Budgetary Inclusion	
Period:	<u>FY 2027</u>
Account:	<u>079-100-21-05-5973</u>
Cost Center:	<u>4306009</u>
Amount:	<u>₱ 718,260.83</u>

(E)

CERTIFIED FUNDS AVAILABLE	
PERIOD	<u>2025</u>
JOB ORDER	<u>108 000 495</u>
COST CENTER	<u>4306009</u>
AMOUNT	<u>₱ 953,681.20</u>

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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 13 JUN 2025 day of _____, 2025, personally appeared **ATTY. MELCHOR P. RIDULME**, SVP & COO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300003, known to me and to me known to be the same person who executed the foregoing instrument consisting of twenty (20) 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.

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

ATTY. JESON C. DE BELEN
Notary Public
Until December 31, 2025
IBP No. _____
PTR No. _____
My Commission Expires on December 31, 2025
No. 7M Parang Ave. cor Sgt. Balmonte St., Q.C.
IBP No. 492997, Q.C. 1 1 1 1
PTR No. 7008022, Q.C. 1 1 1 1
MCLE VII-0619570, 1 1 1 1

Doc. No. 315
Page No. 103
Book No. 1145
Series of 2025.

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT


JUN 02 2025

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 2025, personally appeared **MR. RAMIL R. RAVIZ**, President, **CAPALONGA MANGROVE DEVELOPMENT ASSOCIATION, INC.**, with Identification Document in the form of DRIVER LICENSE, issued by LD at NAET, CMM NORTH, on April 15, 2023, known to me and to me known to be the same person who executed the foregoing instrument consisting of twenty (20) 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.

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

Notary Public
Until December 31, 2025
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 508
Page No.: 113
Book No.: 1
Series of 2025.


ATTY. MA. CHERIE JANE G. LABANGCO
Notary Public for Quezon City
Valid Until December 31, 2025
PTR No. 6885733 01/05/2025
IBP No. 379759
Roll No. 86127
MCLE Compliance No. VIII-0004513
Valid Until April 14, 2028
Adm. Matter No. NP. 196 (2025-2026)

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Q

CSGs LETTERHEAD WITH LOGO

(Date)

FOR: ROSAORO C. ORTIZ
Manager
Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG
Section Chief, UARWAT

REQUEST FOR INSPECTION

In view of Project Title, we are pleased to inform you that the required activities under Contract Number _____ with PR number _____ located at _____ for Billing Period No. _____ had been 100 % completed, to wit:

Billing No.	Activities (Based on workplan)	Total Cost

In this regard, may we earnestly request the Inspection Team to conduct inspection and validation of the above-completed activities to warrant the corresponding payment indicated in the notice of billing.

Thank you.

Contractor
(Signature over Printed name)
Designation

cc. Benjamin T. Kimmayong
Section Chief
Upper Agno River Watershed Area Team

"ANNEX B"

CSGs LETTERHEAD WITH LOGO

(Date)

FOR: ROSAORO C. ORTIZ
Manager
Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG
Section Chief, UARWAT

NOTICE OF BILLING PERIOD

This is to bill the Upper Agno River Watershed Area Team-Watershed Management Department- National Power Corporation the total amount of _____ (____) for the payment of (1st/2nd/3rd) billing period for the services rendered under Contract No. _____ for the Supply of Labor and Materials for the Establishment, Maintenance and Protection for the Reforestation Project.

Activity	Target	Actual Accomplishment	Bill Amount
TOTAL			

Thank you very much.

Contractor
(Signature over Printed name)
Designation

cc. Benjamin T. Kimmayong
Section Chief
Upper Agno River Watershed Area Team

CSGs LETTERHEAD WITH LOGO**(Date)**

Mr. EMMANUEL A. UMALI
Manager
Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG
Section Chief, UARWAT

ACCOMPLISHMENT REPORT

- I. Background
- II. Activities (in narrative and table form)

Billing No.	Activity	Unit of Measure	Target	Accomplishment	%	Remarks

- III. Project Management Team
- IV. Annexes/Attachments

For your information and reference.

Contractor
(Signature over Printed name)
Designation

cc. Benjamin T. Kimmayong
Section Chief
Upper Agno River Watershed Area Team