

CONTRACT NO. LOG MSSP 2025-05-030-MDC

**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT,
MAINTENANCE AND PROTECTION FOR 20 HECTARES
AGROFORESTRY PROJECT IN PANTABANGAN
CARRANGLAN WATERSHED AREA
PR NO. HO-PWA25-002 / SVP241122-DM00544 (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 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, on 28 February 2025, NPC posted the Request for Quotation for the Alternative Mode of Procurement – 4th Negotiated Procurement (Small Value Procurement) of the Supply of Labor and Materials for the Establishment, Maintenance and Protection for 20 Hectares Agroforestry Project in Pantabangan Carranglan Watershed Area;

WHEREAS, out of five (5) prospective bidders who were invited to participate in the Negotiated Procurement, only one (1) prospective bidder submitted a price proposal during the bid opening conducted on 06 March 2025;

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection
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Contract No. LOG MSSP 2025-05-030-MDC

CAPALONGA MANGROVE DEVELOPMENT
ASSOCIATION, INC.
(CONTRACTOR)


RAMIL R. RAVIZ
President

BY:


SIGNED IN THE PRESENCE OF:


MANUEL A. UMALI
(CONTRACTOR)


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

NATIONAL POWER CORPORATION
(NPC)


BY:


ATTY. MELCHOR P. RIDULME
Senior Vice President & COO

BY:


RAMIL R. RAVIZ
 President


DANIEL Z. DE LEON
 (CONTRACTOR)


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

(NPC)

BY:


ATTY. MELCHOR P. RIDULME
 Senior Vice President & COO

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 and Protection for 20 Hectares Agroforestry Project in Pantabangan Carranglan Watershed Area under PR No. HO-PWA25-002 / SVP241122-DM00544 (SVP4);
2. Notice of Award dated 13 May 2025;
3. Result of Bid Opening and Post Qualification Report dated 31 March 2025;
4. CONTRACTOR's bid proposal dated 04 March 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/Marking of Corners
3. Blocking of the Project Site
4. Production and/or Procurement of Seedlings
5. Plantation Establishment and Operation
6. Plantation Maintenance
 - 6.1 Ring Weeding/Cultivation and Fertilizer Application
 - 6.2 Replanting and Fertilizer Application
7. Plantation Protection
 - 7.1 Fireline Construction
 - 7.2 Fireline Maintenance
 - 7.3 Pest and Disease Detection and Control
 - 7.4 Patrol Works

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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:
 - 2.1 1:3,000 for areas 10 hectares and below
 - 2.2 1:5,000 for areas more than 10 hectares up to 30 hectares
 - 2.3 1:7,500 for areas more than 30 hectares up to 50 hectares
 - 2.4 1:10,000 for areas more than 50 hectares
3. Map should be drawn/plotted on an A3-size paper and submitted with shapefile to reflect the following:
 - 3.1 Contour
 - 3.2 Blocking
 - 3.3 Non-Plantable area
 - 3.4 Planting Layout (baseline, strips)
 - 3.5 Off set area (if any)
4. Technical description and remarks for every point shall be clearly indicated in the map duly signed by a forester/geodetic engineer.
5. The target area (in hectare) for reforestation should be based on the approved contract/UC-EC Plan. Non-plantable areas such as rocky portions, vegetated area, rivers, road networks, steep ridges/ravines, water logged areas, among others shall not be included in the target area that will be planted. In such cases, the contractor shall provide for the additional areas preferably adjacent to the prescribed project site in order to complete the required area for planting.

MONUMENTING/MARKING OF CORNERS

For contiguous/non-contiguous area:

PVC pipe (orange) with 10 cm (4-inch) diameter and height of 60 cm filled with concrete and 9mm RSB, 22 inches height with 2 inches diameter loop on top and 30 cm exposed shall be installed on all corners of the project sites perimeter. Corner points shall be identified using coordinates in UTM format to be engraved/etched on each PVC pipe.

BLOCKING OF THE PROJECT SITE

1. Whole project site shall be divided into blocks.

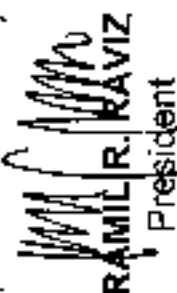
For contiguous area:

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.

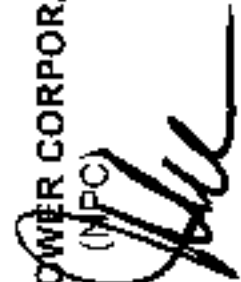
For non-contiguous area:

- 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.

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- c. Each block shall be assigned a unique block identification to establish its identity.
2. Blocking posts using PVC pipes (orange) with 5 cm (2-inch) diameter and height of 100cm filled with concrete and 50 cm exposed shall be installed on all corners of the block. Coordinates of corner points shall be in UTM format to be engraved/etched on each PVC pipe. The corresponding assigned number for each block is marked on that side of the post.
3. Blocking activity using PVC pipe posts in its prescribed dimensions shall be done prior to planting.
4. 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 length (Y-axis) will be 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 and free from pests and diseases.
2. Seedlings shall have a minimum and a maximum height as shown in the Project Profile.
3. Procured/produced seedlings from other locations shall be delivered at the project site at least one (1) month before out planting to acclimatize with the local site condition.
4. The species and quantity of seedlings required are included in Project Profile.

PLANTATION ESTABLISHMENT AND OPERATION

1. Site Preparation
 - a. Planting strips shall be established approximating the contour and thoroughly brushed/cleared of weeds prior to planting. Each strip must have a width of 1 meter.
 - b. For Agroforestry, ring weeding of approximately 50 cm radius around the spot for planting shall be conducted.
 - c. Regeneration must be left unharmed.

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JANABEL P. DE GEAR
(CONTRACTOR)

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2. Staking

- Staking shall follow the prescribed spacing.
- Stakes should be at least 1 meter in height so it can be easily located during hole digging and planting.
- Locally available materials can be used as stakes.

3. Hole Digging

- The hole size (diameter) shall be 2 inches bigger than the potted seedling.
- The hole depth shall be enough in such a way that the root collar of the planted seedling is level with the ground.

4. Seedling Transport

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

5. Planting

- Planting shall start at the onset of the rainy season (usually after one or two heavy rains).
- For potted seedlings, the plastic containers shall be carefully removed to avoid breakage of the earthball.
- Removed plastic bags shall be placed on top of the stakes to serve as location markers and shall be disposed properly by the contractor after inspection.
- Soil shall be filled into the spaces (putting the topsoil first), then tamped around firmly to prevent the seedling from tilting.
- A plantation register must be maintained on site. A copy of which must be submitted as a billing attachment for accomplishments where planting and/or replanting is required.

PLANTATION MAINTENANCE

1. Ring Weeding/Spot Cultivation, Mulching and Fertilizer Application

- Ring weeding and spot cultivation shall be approx. 50-cm in radius around the seedling.
- Apply mulch approximately 50-cm radius around the seedling (if applicable).

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- c. Ring weeding and fertilizer application frequency shall follow the prescribed schedule:

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

2. Replanting and Fertilizer Application

- a. Determine the survival rate through the conduct of inventory on the following schedules:
- a.1 About one month after planting; and
- a.2 At the end of the rainy season during year 1;
- b. Conduct replanting if survival rate is less than 90%.
- c. Replanting shall be done only while/during rainy season in the area.
- d. Apply inorganic fertilizer at the rate of 10 to 20 gm per seedling.
- e. Fertilizer shall be applied by mixing it thoroughly with the soil used to fill up the holes or side dressed in drills at about 10 to 15 cm distance around the base of the seedling.
- f. In steep areas, fertilizer shall be side dressed on the upper and left or right sides of the seedling.
- g. Most grassland soils are deficient in nitrogen and phosphorus; hence, nitrogen and phosphorus fertilizers or complete fertilizer shall be applied.
- h. Organic fertilizers such as compost, animal manure or green manure can also be used.

PLANTATION PROTECTION


FIRELINE CONSTRUCTION

- a. The 10-meter wide fireline shall be free from cogon, grass & other undesirable vegetation including its roots/rhizomes.
- b. Fireline shall be constructed by clearing an area with a width of 10 meters around the plantation.
- c. 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.

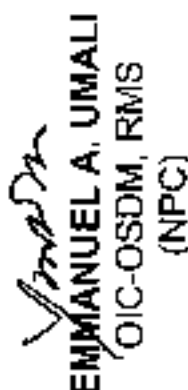

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RAMIL R. RAVIZ
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FIRELINE MAINTENANCE

The 10-meter wide fireline shall be maintained by regular clearing and removing all undesirable vegetation, 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.

PEST AND DISEASE DETECTION AND CONTROL

Regularly conducts inspection of seedlings for signs/symptoms of pest and diseases.

Inform the Watershed Area Team immediately of any possible signs/symptoms or outbreak of diseases.

Seedlings with evident attack of pests and presence of disease should be removed and replaced with healthy and vigorous seedlings.

PATROL WORKS

Foot patrolling should be conducted regularly after the establishment of the plantation to prevent and control any form of destruction to the plantation area.

SOURCE OF MANPOWER/WORKFORCE

1. The Contractor's workforce in the conduct of these activities must comprise at least ninety (90%) percent local community residents.
2. The Contractor shall deploy a Project Manager (PM) or Site Supervisor, which is a graduate of Bachelor of Science in Forestry and/or related courses or undergraduate but with experience in handling vegetative rehabilitation projects (supported by documents/proof of experience). Said PM or Site Supervisor shall supervise all aspects of the projects including monitoring of project activities on a daily basis in coordination with WAT's Project-in-Charge.


PHOTO DOCUMENTATION

1. At least two (2) geo-tagged/geo-referenced pictures/photographs shall be taken before, during and after each activity for each of the blocks of the project site/area and labeled accordingly.
2. The picture/photograph shall be taken in the same spot to clearly distinguish the condition of area before the conduct of the activity, during the activity and after the activity.

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WORKPLAN/SCHEDULE

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

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EIGHTH PERIOD											
1.Trail maintenance											
2.Fireline maintenance											
3. Pest and disease detection & control											
4.Patrol works											
NINTH PERIOD											
1.5 th cycle ring weeding/spot cultivation											
2.Trail maintenance											
3.Replanting of seedlings											
4.Fertilizer application											
5.Pest and disease detection & control											
6.Patrol works											
TENTH / FINAL PERIOD											
1.6 th cycle ring weeding/spot cultivation											
2.Trail maintenance											
3.Replanting of seedlings											
4.Fireline maintenance											
5.Pest and disease detection & control											
6.Patrol works											

PROJECT PROFILE

I. Project: AGROFORESTRY

II. Location

Barangay: Conversion
Municipality: Pantabangan
Province: Nueva Ecija

III. Area


Size : 20 Hectares
Distance from nearest water source : Rain Fed
Distance from nearest Barangay Road: ~ 5-10km
Type : Modified Climate, usually start of rainy season in the month of June and end at the month of November
Topography : Moderately steep to very steep
Soil type : Mountain Clay
Vegetative Cover: Grassland with some indigenous trees

IV. Implementation Strategy

Number of Required Potted Seedlings: 15,000 seedlings (20% Mortality allowance included)

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

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

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.

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: SIX HUNDRED FIFTY FOUR THOUSAND NINE HUNDRED FIFTY FOUR PESOS AND 44/100 (PHP 654,954.44)**, as reflected in Annex A.

ARTICLE IV
TOTAL CONTRACT PRICE

The project site is located at Barangay Conversion, Pantabangan, Nueva Ecija.

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

ARTICLE III
PROJECT DURATION AND LOCATION

Estimated number available workforce: 10

V. Manpower Availability

Planting Scheme Spacing: 4m x 4m

Seedlings must be stocky, with woody tissue and pencil size at root collar.

BREAKDOWN/DISTRIBUTION		
SPECIES	QUANTITY	HEIGHT
1. Mango (<i>Mangifera Indica</i>)	5,000	1ft-2ft
2. Mulberry (<i>Morus Alba</i>)	5,000	1ft-2ft
3. Cashew (<i>Anacardium Occidentale</i>)	5,000	1ft-2ft
Total	15,000	

BY:

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MODE OF PAYMENT

Payment No.	Nature of Payment	Basis/Indicator of Payment	Data Due/Year	% Total Cost
YEAR 1				
1	1 st Progress Billing	<ul style="list-style-type: none"> ➤ Perimeter surveying ➤ Mapping of the Rehabilitation Site ➤ Blocking of the area (in map) ➤ Monumenting/ marking of corners 	Quarter 1	10.00% (less 10% retention fee) 9.00%
2	2 nd Progress Billing	<ul style="list-style-type: none"> ➤ Seedbed/ germination bed preparation ➤ Sowing of seeds ➤ Gathering and preparation of soil ➤ Potting of soil medium ➤ Preparation of pot-beds & pot arrangements ➤ Transplanting of seedlings ➤ Maintenance of seedlings (e.g. weeding, watering, fertilizer and pesticide application) ➤ Maintenance of transplanted seedlings (e.g. weeding, watering, fertilizer and pesticide application) ➤ Seedlings have reached a minimum height of 0.40 meter 	Quarter 2 Can be waived by 100% seedlings procurement	10.00% (less 10% retention fee) 9.00%
3	3 rd Progress Billing	<ul style="list-style-type: none"> ➤ Trail construction ➤ Strip Brushing ➤ Staking ➤ Hole Digging ➤ Seedling transport/ hauling ➤ Planting ➤ Minimum 80% seedling survival 	Quarter 3	12.00% (less 10% retention fee) 10.80%

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4	4 th Progress Billing	<ul style="list-style-type: none"> 1st-3rd cycle ring weeding/spot cultivation Trail maintenance Replanting of seedlings 1st and 2nd fertilizer application Pest and disease 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"> 1st-3rd cycle ring weeding/spot cultivation and mulching Fertilizer application (1st pass) Fireline maintenance Trail maintenance Pest and disease detection & control Patrol works Minimum 80% seedling survival 	Quarter 1	15.00% (Less 10% retention fee) 13.50%
		<ul style="list-style-type: none"> Pest and disease detection & control Patrol works 	Quarter 2	
6	6 th Progress Billing	<ul style="list-style-type: none"> 2nd cycle ring weeding/spot cultivation Replanting of seedlings Fertilizer application (2nd pass) Trail maintenance Pest and disease 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"> 3rd cycle ring weeding/spot cultivation Trail maintenance Pest and disease detection & control Patrol works Minimum 80% seedling survival 	Quarter 4	7.50% (Less 10% retention fee) 6.75%
Year 3				
8	8 th Progress Billing	<ul style="list-style-type: none"> 1st-3rd cycle ring weeding/spot cultivation and mulching Fertilizer application (1st pass) Trail maintenance Pest and disease detection & control 	Quarter 1	15.00% (Less 10% retention fee) 13.50%

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		<ul style="list-style-type: none">✓ Patrol works✓ Minimum 80% seedling survival		
		<ul style="list-style-type: none">✓ Pest and disease detection & control✓ Patrol works	Quarter 2	
9	9 th Progress Billing	<ul style="list-style-type: none">✓ 2nd cycle ring weeding/spot cultivation✓ Replanting of seedlings✓ Fertilizer application (2nd pass)✓ Trail maintenance✓ Pest and disease detection & control✓ Patrol works✓ Minimum 80% seedling survival	Quarter 3	7.50% (Less 10% retention fee) 6.75%
10	10 th Progress Billing	<ul style="list-style-type: none">✓ 3rd cycle ring weeding/spot cultivation✓ Trail maintenance✓ Pest and disease detection & control✓ Patrol works✓ Minimum 80% seedling survival	Quarter 4	7.50% (Less 10% retention fee) 6.75%
11	Release of Retention	<ul style="list-style-type: none">✓ The plantation is properly maintained and protected against forest fire✓ The plantation has at least 80% survival✓ Certificate of Final Acceptance issued	Quarter 4	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.

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection
for 20 Hectares Agroforestry Project in Pantabangan Carranglan Watershed Area
Contract No. LOG MSSP 2025-05-030-MDC

NATIONAL POWER CORPORATION

(NPC)

ATTY. MELCHOR P. RIDULME
Senior Vice President & COO

BY:

SIGNED IN THE PRESENCE OF:


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

CAPALONGA MANGROVE DEVELOPMENT

ASSOCIATION, INC.

(CONTRACTOR)


RAMIL R. RAVIZ
President

BY:

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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Contract No. LOG MSSP 2025-05-030-MDC

YH

NATIONAL POWER CORPORATION

BY:

(NPC)

ATTY. MELCHOR P. RIDULME
Senior Vice President & COO

SIGNED IN THE PRESENCE OF:


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


JOSEPH P. DE LEON
(CONTRACTOR)

CAPALONGA MANGROVE DEVELOPMENT

ASSOCIATION, INC.
(CONTRACTOR)


RAMIL R. RAVIZ
President

BY:

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.


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Contract No. LOG MSSP 2025-05-030-MDC

(NPC)

BY:


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

BY:


RAMIL R. RAVIZ
President
(CONTRACTOR)

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 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.

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection
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Contract No. LOG MSSP 2025-05-030-MDC

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 10th day of June, 2025 at Quezon City, Philippines.


NATIONAL POWER CORPORATION
(NPC)

**CAPALONGA MANGROVE
DEVELOPMENT ASSOCIATION, INC.**
(CONTRACTOR)

BY: 
ATTY. MELCHOR P. RIDULME
SVP & COO


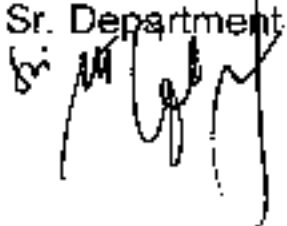
BY: 
RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:


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


RAMIL R. RAVIZ
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance


Certificate of Budgetary Inclusion	
Period:	FY 2027
Account:	099-FMD-27-05-5498
Cost Center:	4306033
Amount:	₱196,486.31

Certificate of Budgetary Inclusion	
Period:	FY 2026
Account:	099-FMD-27-05-5974
Cost Center:	4306033
Amount:	₱196,486.31

(E.)

CERTIFIED FUNDS AVAILABLE	
PERIOD:	2026
JOB ORDER:	JOE 000462
COST CENTER:	4306033
AMOUNT:	₱261,981.52

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


ACKNOWLEDGEMENT

BEFORE ME, a ~~Notary Public~~ ^{Notary Public} for and in Quezon City, Philippines, this JUN 16 2025 day of JUN 16 2025, 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 nineteen (19) 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. 364
Page No. 74
Book No. 2
Series of 2025.


ATTY. LUDY B. ARAGON
Notary Public for Quezon City
Commission No. NP-393 (2024-2025)
Commission Expires on 31 December 2025
Roll No. 84558
IBP No. 500293; 01/06/25; Quezon City
PTR No. 8990482 D; 01/03/25; Quezon City
MCLE No. VIII-0014714; 10/16/24; Quezon City
4th Floor Gabriel Y. Itchon Building Senator Widam
P. Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman Quezon City

Contract between NPC and Capalonga Mangrove Development Association, Inc.
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Contract No. LOG MSSP 2025-05-030-MDC

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 LTO at Met, Am Norte, on May 15, 2022, known to me and to me known to be the same person who executed the foregoing instrument consisting of nineteen (19) 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.: 589
Page No.: 19
Book No.: 1
Series of 2025.


ATTY. MA. CHERIE JANE G. LABANGCO
Notary Public for Quezon City
Valid Until December 31, 2025
PTR No. 6865733 03/06/2025
IBP No. 375759
Rol No. 86327
MCLE Compliance No. VIII-0004513
Valid Until April 14, 2028
Adm. Matter No. NP. 126 (2025-2026)

Contract between NPC and Capalonga Mangrove Development Association, Inc.
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Contract No. LOG MSSP 2025-05-030-MDC

NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. MELCHOR P. RIDULME
Senior Vice President & COO

SIGNED IN THE PRESENCE OF:

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

CAPALONGA MANGROVE DEVELOPMENT
ASSOCIATION, INC.
(CONTRACTOR)

BY:

RAMIL R. RAVIZ
President

ANNEX A

SCHEDULE OF REQUIREMENTS

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION
FOR 20 HECTARES AGROFORESTRY PROJECT IN PANTABANGAN CARRANGLAN WATERSHED AREA

PR NO. HO-PWA25-002 / SVP241122-DM00544 (SVP4)

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL (PHP)
1	Plan 12 - Agroforestry Other Outside Services (20 Hectares)	1 Lot	13,099.10	261,982.00
2	Year 2 - Agroforestry Other Outside Services (20 Hectares)	1 Lot	9,824.32	196,486.40
3	Year 3 - Agroforestry Other Outside Services (20 Hectares)	1 Lot	9,824.32	196,486.40
TOTAL				654,954.80
AS PER BAC RECOMMENDATION				PHP 654,954.44