

ORIGINAL

CONTRACT NO. LOG MSSP 2024-01-016-MGF

CONTRACT FOR THE SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION, AGROFORESTRY AND BAMBOO PLANTATION PROJECTS OF MAGAT WATERSHED AREA TEAM

PR NO. HO-MAG24-001 / PB231219-NA00413

CAPALONGA MANGROVE DEVELOPMENT ASSOCIATION, INC. (CONTRACTOR)

BY:  **RAMIL R. RAVIZ**
President

SIGNED IN THE PRESENCE OF:

 **ARELLANO N. VILLARTA**
(CONTRACTOR)

 **VINCENT B. CONCIO**
OIC-OM, Watershed Management Department

NATIONAL POWER CORPORATION (NPC)

BY:  **EMMANUEL A. UMALI**
OIC-OVP, Corporate Affairs Group

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 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 OIC-OVP, Corporate Affairs Group, **MR. EMMANUEL A. UMALI**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**,

- and -

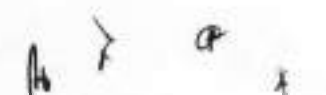
CAPALONGA MANGROVE DEVELOPMENT ASSOCIATION, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Brgy. Camagsaan, Camarines Norte, herein represented by its President, **MR. RAMIL R. RAVIZ**, who is duly authorized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

WITNESSETH: That -

WHEREAS, on 30 November 2023, NPC posted the Invitation to Bid for the Public Bidding for the Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team;

WHEREAS, out of three (3) prospective bidders who secured the bidding documents, only two (2) prospective bidders participated in the Public Bidding conducted on 19 December 2023;

Contract between NPC and Capalonga Mangrove Development Association, Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team Contract No. LOG MSSP 2024-01-016-MGF



BY:

[Signature]
RAMIL R. RAVIZ
President

[Signature]
MAGSAYON N. NILLIMETA
(CONTRACTOR)

[Signature]
VINCENT B. CONCIO
OIC-OM, Watershed Management Department

[Signature]
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

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

WHEREAS, NPC accepted the said bid 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 integral part of this Contract as though fully written and set forth herein insofar as they are not inconsistent with the terms hereof.

1. Bidding Documents for the Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team under PR No. HO-MAG24-001 / PB231219-NA00413;
2. Notice of Award dated 15 January 2024;
3. Post-qualification Report dated 28 December 2023;
4. Bid Opening/Evaluation Report dated 19 December 2023;
5. Supplemental/Bid Bulletin No. 1 dated 04 December 2023;
6. CONTRACTOR's Bid Proposal dated 18 December 2023;
7. Notice to Proceed;
8. The Performance Security to be filed by CONTRACTOR in accordance with this Contract; and
9. Other related/pertinent documents hereto attached or on file in the office of NPC.

The documents mentioned above shall be collectively 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.

Contract between NPC and Capalonga Mangrove Development Association, Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team Contract No. LOG MSSP 2024-01-018-MGF

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BY:

[Signature]
RAMEL R. RAVIZ
 President

[Signature]
ABEGAIL N. VILLAKITA
 (CONTRACTOR)

[Signature]
VINCENT B. CONCIO
 OIC-OM, Watershed Management Department

[Signature]
EMMANUEL A. UMALI
 OIC-OVP, Corporate Affairs Group

**ARTICLE II
PROJECT LOCATION AND CONTRACT DURATION**

The project site is located at Brgy. Halag, Aguineldo, Ifugao,

Package	Location	Area
1	Halag III, Halag, Aguineldo, Ifugao	100 Ha
2	Halag III, Halag, Aguineldo, Ifugao	50 Ha
3	Halag II, Halag, Aguineldo, Ifugao	20 Ha

The project shall commence immediately upon issuance of the Notice to Proceed and the completion period shall be within **THREE (3) YEARS**, reckoned from the contract effectivity date stated in the Notice to Proceed (NTP).

**ARTICLE III
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 operation
- 6) Plantation Maintenance
 - a) Ring weeding/cultivation and fertilizer application
 - b) Replanting and fertilizer application
- 7) Plantation Protection
 - a) Fireline construction
 - b) Fireline maintenance
 - c) Pest and disease detection and control
 - d) Foot patrol works

1.1 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


Contract between NPC and Capalonga Mangrove Development Association, Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team Contract No. LOG MSSP 2024-01-016-MGF

BY:


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group


VINCENT B. CONCIO
OIC-OM, Watershed Management
Department


ADELPHO N. VILLARETA
(CONTRACTOR)

BY: 
RAMIL R. RAVIZ
President

- 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 (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 area, 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.

1.2 Monumenting/markings of corners

For contiguous/non-contiguous area:
PVC pipe (orange color) with 10cm (4-inches) diameter and height of 60cm (24-inches) filled with concrete and 30cm (12-inches) exposed shall be installed on all corners of the project site's perimeter. Corner pipes shall be marked/engraved with northing and easting values (in km.).

1.3 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.
- 6. PVC pipe orange-colored posts with dimension of 2-inch x 100cm filled with concrete and with 50 cm exposed shall be installed at

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BY:

BY:

[Signature]
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

[Signature]
VINCENT B. CONCIO
OIC-OM, Watershed Management Department

[Signature]
ALEGGAIL N. VILLARTE
(CONTRACTOR)

[Signature]
RAMIL R. RAVIZ
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- corners of the blocks in such a way that the one side faces a block. 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 dimension 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.
 - e. Whenever appropriate, blocks shall be established to cover other areas, which spans across a block.

1.4 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 0.40 meters and a maximum height of 0.80 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 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 Article No. X (Project Profile)

1.5 Plantation Establishment and Operation

Contract between NPC and Capalonga Mangrove Development Association, Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team Contract No. LOG MSSP 2024-01-016-MGF

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BY:

[Signature]

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

[Signature]

VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

[Signature]

ABEGAIL M. VILLARITA
(CONTRACTOR)

BY:

[Signature]

RAMIL R. RAVIZ
President

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 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, crates, etc.

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[Handwritten marks]

BY: 
RAMIL R. RAVIZ
President

BY: 
N. VILLARTA
(CONTRACTOR)


VINCENT B. CONCIO
OIC-OM, Watershed Management Department


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

- c. Prior to seedling transport, seedlings may not be watered for firmer 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 into the spaces (putting the top soil first), then tamped firmly all around to prevent from inclining.

1.6 Plantation Maintenance

- 1. Ring weeding/ spot cultivation, mulching and fertilizer application
 - a. Ring weeding and spot cultivation shall be approximately 50-cm radius around the seedling, uproot all roots and rhizomes and loosen the soil.
 - b. 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.
 - c. Fertilizer application frequency is as follows:

Year	Schedule
1	2 passes (1 month & 3 months after planting)
2	2 passes (quarter 1 & 3)
3	2 passes (quarter 1 & 3)

- 2. Replanting and fertilizer application
 - a. Replanting is required if survival rate is less than 90%.
 - b. Inventory should be done one month after out planting to determine the survival rate, then replanting should be done

Contract between NPC and Capalonga Mangrove Development Association, Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team Contract No. LOG MSSP 2024-01-016-MGF

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EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group


VINCENT B. CONCIO
OIC-OM, Watershed Management
Department


ABEGAIL N. VILLARTA
(CONTRACTOR)

BY:

RAMIL R. RAVIZ
President

- c. Any additional replanting should be done during the next planting season.
- d. To determine the survival rate, a 10 percent random sampling using the strip method will be done on the following dates:
 - i. about one month after planting; and
 - ii. at the end of the rainy season during year 1; and
 - iii. every maintenance that passes for the 2nd and 3rd year.
- e. To boost the seedling growth, inorganic fertilizer shall be applied at the rate of 10 to 20 gm per seedling.
- f. 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.
- g. In steep areas, fertilizer should be side dressed on the upper and left or right sides of the seedling.
- h. Most grassland soils are deficient in nitrogen and phosphorus; hence, nitrogen and phosphorus fertilizers or complete fertilizer should be applied.
- i. Organic fertilizers such as compost, animal manure or green manure can also be used.

1.7 Plantation protection

- 1. Pest and disease detection and control
 - a. Inform the Watershed Area Team immediately of any possible signs/ symptoms or outbreak of diseases.
 - b. Seedlings with evident attack of pest and presence of disease should be removed and replace with healthy and vigorous seedlings.
- 2. Patrol works
 - a. Foot patrolling should be conducted regularly to prevent and control any form of destruction to the plantation area.
 - b. Prepare and submit monthly patrol report and shall form part of the attachments every progress billing.
 - c. In case of *force majeure* events (i.e. typhoon, fire, etc.), a damage report (complete with a map showing the extent of

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BY:

[Signature]
EMMANUEL A. UMALI
OIC-GVP, Corporate Affairs Group

[Signature]
VINCENT B. CONCIO
OIC-OM, Watershed Management Department

[Signature]
ABEGAIL N. VILLARITA
(CONTRACTOR)

[Signature]
RAMIL R. RAVIZ
President

the damage area, photo documentation and proposed rehabilitation plan) should be submitted to the Watershed Area Team within seven (7) days after its occurrence.

3. Fireline Construction

- a. The 10-meter wide fireline shall be free from cogon, grasses & other undesirable vegetation.
- 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.

4. Fireline Maintenance

- a. The 10-meter wide fireline shall be maintained by regular clearing and removing all undesirable vegetation that are highly combustible especially during dry months. It is essential that fireline is maintained to avoid crossing of wild fire in the established plantation.

Year	Activity	Schedule
1	Construction	1 st Quarter
2	Maintenance	2 nd and 4 th Quarter
3	Maintenance	2 nd and 4 th Quarter

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EMMANUEL A. UMALI
OIC-VP, Corporate Affairs Group

VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

ASIEGONIL N. VILLALBA
(CONTRACTOR)

RAMIL R. RAVIZ
President

ARTICLE IV
SOURCE OF MANPOWER/WORKFORCE

The CONTRACTOR's workforce in the conduct of these activities must comprise at least ninety percent (90%) local community residents.

The CONTRACTOR shall deploy a Project Manager (PM) or Site Supervisor, which is a graduate of Bachelor of Science in Forestry. Said PM or Site Supervisor shall supervise all aspects of the projects with close coordination with the project site WAT. PM should be present in the area at least 3 full working days per week to supervise/manage daily activities, payment of wages of labourers, supply deliveries, among others.

Labor Related Issues

- a. Wages, coordination between laborers and their contractor, absolving NPC personnel of any and all labor, materials and financial obligations, etc.
- b. At least 3 full working days per week or presence on the area to supervise/manage (especially during paydays supplies delivery, etc.)

ARTICLE V
PHOTO DOCUMENTATION

At least two (2) pictures/photographs with date indicated in one corner shall be taken **before, during** and **after** each activity.

The picture/photograph must be geotagged and shall be taken on the same spot to clearly distinguish the condition of the area *before* the conduct of the activity, *during* the activity and *after* the activity.

Captions should be included for each picture stating the activity undertaken and its location.

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H P

BY: 
RAMIL R. RAVIZ
 President

BY: 
ABESAIL N. VILLARTA
 (CONTRACTOR)

BY: 
VINCENT B. CONCIO
 OIC-OM, Watershed Management Department

BY: 
EMMANUEL A. UMALI
 OIC-OVP, Corporate Affairs Group

**ARTICLE VI
 WORK PLAN/SCHEDULE
 PACKAGE 1**

ACTIVITY	YEAR 1				YEAR 2				YEAR 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
FIRST PERIOD												
1. Perimeter Surveying												
2. Mapping of the refo site												
3. Monumenting of corners												
SECOND PERIOD												
1. Trail construction												
2. Site preparation												
3. Staking												
4. Hole Digging												
5. Seedling Transport												
6. Planting												
THIRD PERIOD												
1. 1st - 3 rd cycle ring weeding / spot cultivation												
2. Trail maintenance												
3. Replanting (if less than 90% survived)												
4. 1 st and 2 nd passes fertilizer application to planted and replanted seedlings												
5. Pest and disease detection and control												
6. Patrol works												
FOURTH PERIOD												
1. 1st cycle ring weeding cultivation												
2. Fertilizer												

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BY:

[Signature]
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

[Signature]
VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

[Signature]
N. VILLARTA
(CONTRACTOR)

[Signature]
RAMIL R. RAVIZ
President

BY:

application												
3. Fireline construction												
4. Pest and disease detection and control												
5. Patrol works												
FIFTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Fireline maintenance												
2. Pest and disease detection and control												
3. Patrol works												
SIXTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 2 nd cycle ring weeding/spot cultivation												
2. Replanting of seedlings												
3. Fertilizer application												
4. Pest and disease detection and control												
5. Patrol works												
SEVENTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 3 rd cycle ring weeding/spot cultivation												
2. Pest and diseases detection and control												
3. Fireline maintenance												
4. Patrol works												
EIGHTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 1 st cycle ring weeding/spot cultivation												
2. Fertilizer application												
3. Fireline maintenance												

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BY:  **EMMANUEL A. UMALI**
OIC-OVP, Corporate Affairs Group

 **VINCENT B. CONCIO**
OIC-OM, Watershed Management Department

 **APRESAIL N. YILLARETA**
(CONTRACTOR)

BY:  **RAMIL R. RAVIZ**
President

4. Pest and diseases detection and control													
5. Patrol works													
NINTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. Fireline maintenance													
2. Pest and diseases detection and control													
3. Patrol works													
TENTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. 2 nd cycle ring weeding/spot cultivation													
2. Replanting of seedlings													
3. Fertilizer application													
4. Pest and diseases detection and control													
5. Patrol works													
ELEVENTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. 3 rd cycle ring weeding/spot cultivation													
2. Fireline maintenance													
3. Pest and diseases detection and control													
4. Patrol works													

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PACKAGE 2

BY:

Abigail N. Villarta

ABIGAIL N. VILLARTA
(CONTRACTOR)

J. Concio

VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

Emmanuel A. Umali

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

Ramil R. Raviz

RAMIL R. RAVIZ
President

ACTIVITY	SCHEDULE											
	YEAR 1				YEAR 2				YEAR 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
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 - 3 rd cycle ring weeding/spot cultivation												
2. Trail maintenance												
3. Replanting (if less than 80% survived)												
4. 1 st and 2 nd passes fertilizer application to planted and replanted seedlings												
5. Pest and disease detection and control												
6. Patrol works												
FIFTH PERIOD												
1. 1 st cycle ring weeding cultivation												
2. Trail maintenance												
3. Fertilizer application												
4. Pest and disease detection and control												
5. Patrol works												

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BY:

[Signature]

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

[Signature]

VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

[Signature]

ABEGAIL W. YILLARJA
(CONTRACTOR)

BY:

[Signature]

RAMIL R. RAVIZ
President

SIXTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 2 nd 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	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 3 rd cycle ring weeding/spot cultivation												
2. Trail maintenance												
3. Pest and diseases detection and control												
4. Patrol works												
EIGHTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
5. 1 st cycle ring weeding/spot cultivation												
6. Fertilizer application												
7. Trail maintenance												
8. Pest and diseases detection and control												
5. Patrol works												
NINTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 2 nd cycle ring weeding/spot cultivation												
2. Trail maintenance												
3. Replanting of seedlings												
4. Fertilizer application												
5. Pest and diseases detection and control												
6. Patrol works												
TENTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. 3 rd cycle ring weeding/spot cultivation												

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation,
Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF

[Handwritten marks]

BY:

[Signature]
EMMANUEL A. UMALI
 OIC-OVP, Corporate Affairs Group

[Signature]
VINCENT B. CONCIO
 OIC-OM, Watershed Management Department

[Signature]
ABEL SCHIL N. NILLAKIA
 (CONTRACTOR)

[Signature]
RAMIL R. RAVIZ
 President

5. Patrol works													
SIXTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. 2 nd 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	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. 3 rd cycle ring weeding/spot cultivation													
2. Trail maintenance													
3. Pest and diseases detection and control													
4. Patrol works													
EIGHTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. 1 st cycle ring weeding/spot cultivation													
2. Fertilizer application													
3. Trail maintenance													
4. Pest and diseases detection and control													
5. Patrol works													
NINTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. 2 nd cycle ring weeding/spot cultivation													
2. Trail maintenance													
3. Replanting of seedlings													
4. Fertilizer application													
5. Pest and diseases detection and control													
6. Patrol works													
TENTH PERIOD	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1. 3 rd cycle ring weeding/spot cultivation													
2. Pest and diseases detection and control													
3. Patrol works													

Contract between NPC and Capalonga Mangrove Development Association, Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team Contract No. LOG MSSP 2024-01-016-MGF


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group


VINCENT B. CONCIO
OIC-OM, Watershed Management Department


RAMIL R. RAVIZ
President

**ARTICLE VII
PROJECT START UP**

Upon issuance by NPC and acknowledgment of Contractor of the Notice to Proceed, the latter shall be allowed a maximum of seven (7) calendar days to mobilize his/her group/workforce.

The day one of 1st billing period, as stipulated in Article XI (Payments), shall be on the 8th day after acknowledgment of Notice to Proceed. However, said day one of the 1st billing period may be adjusted earlier depending on the readiness of the Contractor to start the project, in any case, the Contractor shall formally notify the end-user of exact date of their day one.

Before officially commencing work, the Contractor shall seek first a clearance from the Chairman of the barangay where the project is located.

**ARTICLE VIII
ACCOMPLISHMENT REPORT**

The Contractor shall submit a monthly accomplishment report based on the activities completed for every progress-billing period.

The report shall contain information on how many laborers were utilized and the detailed accomplishment per day per activity. It may also include significant experiences, problems encountered and recommendations for the improvement of the project implementation.

The report shall be attached to the notice of billing and request for inspection for every completed activity per progress-billing period.

**ARTICLE IX
PROCESSING OF PAYMENT**

Inspection Team shall be composed of the following:

- a. WAT's Senior Watershed Management Specialist
- b. Watershed Management Department representative
- c. Representative from NPC Internal Audit Dept., if any
- d. Quality Assurance (QA) or equivalent from the respective NPC plants
- e. A representative from the LGU shall serve as witness during the inspection of completed activities.

The contractor shall forward the following documents to the concerned Watershed Area Team to warrant inspection of completed activity to wit:

- a. Request for inspection
- b. Notice of billing

Contract between NPC and Capalonga Mangrove Development Association, Inc.
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Contract No. LOG MSSP 2024-01-016-MGF




BY:


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group


VINCENT B. CONCIO
OIC-OM, Watershed Management
Department


ABEGAIL N. VILLAKTA
(CONTRACTOR)

BY: 
RAMIL R. RAVIZ
President

- c. Certification that the laborers hired were already paid for the services rendered and noted by the Barangay Chairman
- d. Pictures/photographs of before, during and after the activity

Upon receipt of the request for inspection and notice of billing, the Watershed Area Team will coordinate with Watershed Management Department — Head Office (WMD-HO) personnel and convene the Inspection Team to cause an inspection within ten (10) working days.

The contractor shall prepare two (2) sets of pictures of the completed activities as stated in the Scope of Works. (One set for payment purposes and the other set for file of the Area Team).

The Contractor shall be on site during the conduct of inspection and validation of completed activities.

Stratified random sampling with sampling intensity of 10% shall be the method of inspection for the activities under the 3rd period

Inspection Report may either recommend payment for the bill in such amount as may be warranted by actual accomplishments; or for its rejection, as the case may be.

If recommendation is for payment, the billing shall be processed, and payment remitted to the Contractor within the government mandated schedule.

If for rejection, the concerned Watershed Area Team shall notify the Contractor in writing within three (3) working days from receipt of the Inspection Report informing the latter of such fact and explaining the reasons thereof.

NPC shall have the right to suspend payments on the contract, or impose such conditions as may be appropriate, if the results of the inspection indicate that accomplishments are below targets as specified in the contract.

Suspension of payments, if imposed, shall be lifted until such time the Contractor overcomes any shortfall in performance. However, climatic factors shall be considered to permit the performance of such work. (e.g. planting/replanting if still rainy season)

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Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF



**ARTICLE X
PROJECT PROFILE**

Package 1

Project : REFORESTATION,

Location :

Barangay : Halag
Municipality : Aginaldo
Province : Ifugao

Area :

Size : 100 hectares
Distance from nearest water source : 100-300 meters
Distance from the nearest barangay road : 2 km
Climate Type : Type 1
Topography : Moderately sloping
Soil type/pH : Sandy loam – clay loam
Vegetative Cover : Grassland with patches of shrubs

Implementation Strategy

Number of Required Potted Seedlings : 240,040 seedlings (inclusive of 20% mortality allowance)

Breakdown/ Distribution		
Species	Quantity	Height
1. Molave(Vitex parviflora)	80,016 pcs	1.5 ft - 3 ft
2. Eucalyptus (Eucalyptus deglupta)	80,016 pcs	1.5 ft - 3 ft
3. Anchoan Dilau	40,008 pcs	1.5 ft - 3 ft
Total	200,040	
	potted seedlings	

Planting Scheme Spacing: 2m x 3m

Manpower Availability

No. of People's Organization : 0
Estimated available workforce : 75-150


Contract between NPC and Capalonga Mangrove Development Association, Inc.
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Contract No. LOG MSSP 2024-01-016-MGF

CAPALONGA MANGROVE DEVELOPMENT
ASSOCIATION, INC.
(CONTRACTOR)

BY:


RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:


ABEL N. VILLARTA
(CONTRACTOR)


VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

NATIONAL POWER CORPORATION
(NPC)


BY:


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group


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BY:


EMMANUEL A. UMALI
 OIC-OVP, Corporate Affairs Group


VINCENT B. CONCIO
 OIC-OM, Watershed Management Department


MARIAN N. VILLARSA
 (CONTRACTOR)


RAMIL R. RAVIZ
 President
 (CONTRACTOR)

Package 2

Project : **AGROFORESTRY,**

Location :

Barangay : Halag
 Municipality : Aguinaldo
 Province : Ifugao

Area :

Size : 50 hectares
 Distance from nearest water source : 100-300 meters
 Distance from the nearest barangay road : 2 km
 Climate Type : Type 1
 Topography: : Moderately sloping
 Soil type/pH : Sandy loam – clay loam
 Vegetative Cover : Grassland with patches of shrubs

Implementation Strategy

Number of Required Potted Seedlings : 37,500 seedlings (inclusive of 20% mortality allowance)

Breakdown/ Distribution		
Species	Quantity	Height
1. Avocado (Persea Americana)	7,500 pcs	1.5 ft - 3 ft
2. Chico (Achras zapota)	15,000 pcs	1.5 ft - 3 ft
3. Guyabano (Annona muricata)	15,000 pcs	1.5 ft - 3 ft
Total	37,500	
	potted seedlings	

Planting Scheme Spacing: 4m x 4m

Manpower Availability

No. of People's Organization : 2
 Estimated available workforce : 100

Contract between NPC and Capalonga Mangrove Development Association, Inc.
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 Contract No. LOG MSSP 2024-01-016-MGF

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BY:


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group


VINCENT B. CONCIO
OIC-OM, Watershed Management
Department


ADRIAN N. VILLARSA
(CONTRACTOR)


RAMIL R. RAVIZ
President

Package 3

Project : BAMBOO PLANTATION

Location :

Barangay : Halag
Municipality : Aguineldo
Province : Ifugao

Area :

Size : 20 hectares
Distance from nearest water source : 100-300 meters
Distance from the nearest barangay road : 2 km
Climate Type : Type 1
Topography : Moderately sloping
Soil type/pH : Sandy loam – clay loam
Vegetative Cover : Grassland with patches of shrubs

Implementation Strategy

Number of Required Potted Seedlings : 9,600 seedlings (inclusive of 20% mortality allowance)

Breakdown/ Distribution		
Species	Quantity	Height
1. Bayog (rooted with at least 1 stem with leaves)	4,800 pcs	1.0 ft - 3 ft
2. Kawayan Tinik (rooted with at least 1 stem with leaves)	4,800 pcs	1.0 ft - 3 ft
Total	9,600	
	potted seedlings	

Planting Scheme Spacing: 5m x 5m

Manpower Availability

No. of People's Organization : 0
Estimated available workforce : 100

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Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation,
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Contract No. LOG MSSP 2024-01-016-MGF



BY:

[Signature]

RAMIL R. RAVIZ
 President

[Signature]

ABEGAIL W. VILLARTA
 (CONTRACTOR)

[Signature]

VINCENT B. CONCIO
 OIC-OM, Watershed Management Department

[Signature]

EMMANUEL A. UMALI
 OIC-OVP, Corporate Affairs Group

**ARTICLE XI
 PAYMENTS**

For and in consideration of the WORKS to be undertaken by the CONTRACTOR as specified in Article II hereof, NPC shall pay the CONTRACTOR in Philippine Pesos and in accordance with the Contract documents the amount of **PHILIPPINE PESOS EIGHT MILLION TWO HUNDRED FOUR THOUSAND FOUR HUNDRED NINETY PESOS (PHP 8,204,490.00)** for three (3) years.

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

Package 1 & 2

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 Refo Site ✓ Blocking of the area (in map) ✓ Monumenting/Marking of corners 	Quarter 1	10 % (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 potbeds & pot arrangements ✓ Transplanting of seedlings ✓ Maintenance of seedlings (e.g. weeding, watering, fertilizer & pesticide application) ✓ Maintenance of transplanted seedlings (e.g. weeding, watering, fertilizer & pesticide application) ✓ Seedlings have reached a minimum height of 0.40 meter 	Quarter 2 Can be waived by a 100% seedling procurement	10 % (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 % (less retention fee) 10.80%
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 & diseases detection & control ✓ Patrol works ✓ Minimum 80% seedling survival 	Quarter 4	8 % (less 10% retention fee) 7.20%

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[Handwritten marks]

BY:

Emmanuel A. Umali

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

Vincent B. Concio

VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

Megail N. Villakota

MEGAIL N. VILLAKOTA
(CONTRACTOR)

Ramil R. Raviz

RAMIL R. RAVIZ
President

Year 2				
5	5 th Progress Billing	<ul style="list-style-type: none"> ➤ Fireline construction ➤ Trail Maintenance ➤ Pest and diseases detection and control ➤ Patrol works ➤ Minimum 80% seedling survival 	Quarter 1	15 % (less 10% retention fee) 13.50%
		<ul style="list-style-type: none"> ➤ Fireline and trail maintenance ➤ Pest and diseases detection and control ➤ Patrol works 	Quarter 2	
6	6 th Progress Billing	<ul style="list-style-type: none"> ➤ 3rd cycle ring weeding/spot cultivation ➤ Replanting of seedlings ➤ Fertilizer application (1st pass) ➤ Trail Maintenance ➤ Pest & 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"> ➤ 4th cycle ring weeding/spot cultivation ➤ Pest & diseases detection & control ➤ Fireline Maintenance ➤ Trail Maintenance ➤ 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"> ➤ Fireline maintenance ➤ Trail Maintenance ➤ Pest & diseases detection & 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 ➤ Pest & diseases detection & control ➤ Patrol works 	Quarter 2	
9	9 th Progress Billing	<ul style="list-style-type: none"> ➤ 5th cycle ring weeding/spot cultivation ➤ Fertilizer application (2nd pass) ➤ Trail Maintenance ➤ Replanting of seedlings ➤ Pest & diseases 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"> ➤ 6th cycle ring weeding/spot cultivation ➤ Trail and fireline maintenance ➤ Pest & diseases detection & control ➤ Patrol works ➤ Minimum 80% seedling survival 	Quarter 4	7.50% (less 10% retention fee) 6.75%
11	Release Retention	<ul style="list-style-type: none"> ➤ The plantation is properly maintained and protected against forest/wild fire ➤ The plantation has 80% survival based on Inspection Chart Map 		

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BY: *[Signature]*
RAMIL R. RAVIZ
President

[Signature]
ADESAIL N. YILARISTA
(CONTRACTOR)

[Signature]
VINCENT B. CONCIO
OIC-OM, Watershed Management Department

[Signature]
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

	(ICM) Certificate of Final Acceptance issued		
Release Retention	<ul style="list-style-type: none"> > The plantation is properly maintained and protected against forest fire > The plantation has 80% survival > Certificate of Final Acceptance issued 	Quarter 4	10.00%

Note: Mode of payments to apply also to Agroforestry and Assisted Natural Regeneration (ANR) projects of the above watershed areas

Package 3

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 refo Site > Blocking of the area (in map) > Monumenting/Marking of corners 	Quarter 1	9 % (less 10% retention fee) 8.10%
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 potbeds & pot arrangements > Transplanting of seedlings > Maintenance of seedlings (e.g. weeding, watering, fertilizer & pesticide application) > Maintenance of transplanted seedlings (e.g. weeding, watering, fertilizer & pesticide application) > Seedlings have reached a minimum height of 0.40 meter 	Quarter 2 Can be waived by a 100% seedling procurement	9 % (less 10% retention fee) 8.10%
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	10 % (less retention fee) 9.00%
4	4 th Progress Billing	<ul style="list-style-type: none"> > 1st-2nd cycle ring weeding/spot cultivation > Trail Maintenance > Replanting of seedlings > 1st and 2nd passes fertilizer application > Pest & diseases detection & control > Patrol works > Minimum 80% seedling survival 	Quarter 4	8.00 % (less 10% retention fee) 7.20%

Contract between NPC and Capalonga Mangrove Development Association, Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
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BY:

BY:

Emmanuel A. Umali
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

Vincent B. Concio
VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

Abegail N. Villarta
ABEGAIL N. VILLARTA
(CONTRACTOR)

Ramil R. Raviz
RAMIL R. RAVIZ
President

Year 2				
5	5 th Progress Billing	<ul style="list-style-type: none"> > Fireline construction > Trail Maintenance > Pest and diseases detection and control > Patrol works > Minimum 80% seedling survival 	Quarter 1	15 % (less 10% retention fee) 13.50%
		<ul style="list-style-type: none"> > Fireline and trail maintenance > Pest and diseases detection and control > Patrol works 	Quarter 2	
6	6 th Progress Billing	<ul style="list-style-type: none"> > 3rd cycle ring weeding/spot cultivation > Replanting of seedlings > Fertilizer application (1st pass) > Trail Maintenance > Pest & diseases detection & control > Patrol works > Minimum 80% seedling survival 	Quarter 3	8.50 % (less 10% retention fee) 7.65%
7	7 th Progress Billing	<ul style="list-style-type: none"> > 4th cycle ring weeding/spot cultivation > Pest & diseases detection & control > Fireline Maintenance > Trail Maintenance > Patrol works > Minimum 80% seedling survival 	Quarter 4	8.50 % (less 10% retention fee) 7.65%
Year 3				
8	8 th Progress Billing	<ul style="list-style-type: none"> > Fireline maintenance > Trail Maintenance > Pest & diseases detection & 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 > Pest & diseases detection & control > Patrol works 	Quarter 2	
9	9 th Progress Billing	<ul style="list-style-type: none"> > 5th cycle ring weeding/spot cultivation > Fertilizer application (2nd pass) > Trail Maintenance > Replanting of seedlings > Pest & diseases detection & control > Patrol works > Minimum 80% seedling survival 	Quarter 3	8.50% (less 10% retention fee) 7.65%
10	10 th & Final Payment	<ul style="list-style-type: none"> > 6th cycle ring weeding/spot cultivation > Trail and fireline maintenance > Pest & diseases detection & control > Patrol works > Minimum 80% seedling survival 	Quarter 4	8.50% (less 10% retention fee) 7.65%
11	Release Retention	<ul style="list-style-type: none"> > The plantation is properly maintained and protected against forest/wild fire > The plantation has 80% survival based on Inspection Chart Map 		10.00%

Contract between NPC and Capalonga Mangrove Development Association, Inc.
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Contract No. LOG MSSP 2024-01-016-MGF

A r e f

BY:

[Signature]
RAMIL R. RAVIZ
President

[Signature]
ADELAIN N. YILLARSA
(CONTRACTOR)

[Signature]
VINCENT B. CONCIO
OIC-OM, Watershed Management Department

[Signature]
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

	(ICM) Certificate of Final Acceptance issued	
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Note: Mode of payments to apply also to Agroforestry and Assisted Natural Regeneration (ANR) projects of the above watershed areas

**ARTICLE XII
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.

- a. Cash, Cashier's/Manager'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 Universal or Commercial Bank, if issued by a foreign bank which shall be Five Percent (5%) of the total Contract Price.
- b. Surety Bond callable upon demand and penal in nature issued by a surety or insurance company duly accredited 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 National Power Corporation.

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 CONTRACTOR to perform its obligation under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

Contract between NPC and Capalonga Mangrove Development Association, Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team Contract No. LOG MSSP 2024-01-016-MGF

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BY:

[Signature]
RAMIL R. RAVIZ
President

BY:

[Signature]
MICHAEL N. VILARDO
(CONTRACTOR)

[Signature]

VINCENT B. CONCIO
OIC-OM, Watershed Management Department

BY:

[Signature]
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

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 XIII
RETENTION FEE**

To further guarantee accomplishment of the contracted services/project targets, an amount equivalent to 10% of the total contract amount shall be retained by the Corporation as retention fee.

Retention fee shall be disbursed to the CONTRACTOR upon satisfactory completion of the contracted services/project targets.

Satisfactory completion is quantified by the following parameters:

- a. Ninety (90%) percent survival of the trees planted (including replanted) as validated by the Inspection Chart Mapping (ICM) to be conducted.
- b. Protected from forest fire.
- c. If portions of the plantation area were burned, the CONTRACTOR shall be allowed to conduct replacement planting, if climatic factors permit, to meet the total area planted and the required 90% survival.
- d. If the percent survival of the established plantation is below Eighty percent (80%), the payment of the retention fee shall be proportionate to the determined percent survival to wit:

89% survival =	99% of the retention fee
88% survival =	98% of the retention fee
87% survival =	97% of the retention fee
86% survival =	96% of the retention fee
85% survival =	95% of the retention fee
84% survival =	94% of the retention fee
83% survival =	93% of the retention fee
82% survival =	92% of the retention fee
81% survival =	91% of the retention fee
80% survival =	90% of the retention fee

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magal Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF

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BY:

EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

BY:

VINCENT B. CONCIO
OIC-OM, Watershed Management Department

BY:

ABEGAIL W. VILLALTA
(CONTRACTOR)

BY:

RAMIL R. RAVIZ
President

The 10% retention fee shall be forfeited in favor of the Corporation if the requirements for satisfactory completion were not met and below 80% survival.

**ARTICLE XIV
SUBCONTRACTING/ASSIGNMENT**

Subcontracting or assigning, wholly or in part, the services/project contracted stated in Article 3 (Scope of Work), is **prohibited**.

Any subcontracting agreement or assignment entered into in violation of this condition shall be considered **null and void**. The Corporation shall not be answerable for any or all claims brought against the subcontractor, by its workers or by third parties.

This prohibition does not cover the traditional practice of availing labor services, known as "pakyaw system" widely prevalent in the countryside.

**ARTICLE XV
PENALTY FOR DELAY**

The contract consists of ten (10)-progress period, which shall be completed as scheduled. One quarter is equivalent to ninety (90) calendar days or 3 months. All activities included in each progress period shall be accomplished on or before its expiration.

Force majeure shall refer to those events which could not be foreseen, or which though foreseen, were inevitable to make it impossible for the CONTRACTOR to carry out, in whole or in part, the obligations under the contract.

Delays caused by **force majeure** are not covered by the penalty. The following are cases of **force majeure**:

- a. Those due to human causes such as civil wars, armed invasion, revolution, rebellion, insurgency, riots, strikes, armed blockades, civil disturbance/disobedience and other analogous causes; and
- b. Those due to natural causes such as earthquakes, typhoons, storms, floods, prolonged drought, epidemics, and other similar phenomena.

In case of **force majeure**, the CONTRACTOR shall notify NPC and the Watershed Area Team in writing, **within seven (7) days**, after its occurrence, describing the same and its effects upon the performance of the contract.

NPC shall, within **five (5) days**, upon receipt of the notice, meet and decide on the most appropriate course of action to take under the circumstances, which may include **suspension of work or termination of the contract**.

Contract between NPC and Capalonga Mangrove Development Association, Inc. Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team Contract No. LOG MSSP 2024-01-016-MGF

Handwritten marks and signatures at the bottom right of the page.

BY:


RAMIL R. RAVIZ
President


ABEGAIL N. VILLANOSA
(CONTRACTOR)


VINCENT B. CONCIO
OIC-OM, Watershed Management Department


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

In case of suspension of work, the contract may be extended for a period equivalent to that for which the CONTRACTOR was prevented from performing the work if climatic factors still warrant the performance of such work.

In the event of termination, the CONTRACTOR, upon receipt of the notice, shall take immediate steps to end the work in a prompt and orderly manner minimizing expenditures as far as practicable.

NPC shall not be liable to the CONTRACTOR except for work or services performed prior to the date of termination and for actual costs incurred in connection with the liquidation of work.

The CONTRACTOR shall turn over to NPC all records and documentation made as of the date of termination.

**ARTICLE XVI
OTHER LIABILITIES**

The CONTRACTOR shall be held liable and fully responsible to the safety and welfare of the "pakyaw" laborers contracted under this contract.

The CONTRACTOR is obliged to exercise due care so as not to endanger life and property in the vicinity of the Works where he operates in connection with this Contract. He shall be liable for all damages incurred in any manner by acts of negligence of his own, or his agents, employees, or workmen. In the event of minor accidents and/or more serious scenario such as fatal accidents, the Corporation shall not be held liable and is free from any financial obligations.

The CONTRACTOR shall be responsible for the strict compliance with the provision of the Philippine Laws affecting labor and operation of Work under the contract, including child labor related enactments, and other relevant rules. He shall also be responsible for the payment of all indemnities arising out of any labor accident which may occur in the execution of the Works and for which he may be responsible under Republic Act 3428, as amended, known as the Workmen's Compensation Law.

It is the responsibility of the CONTRACTOR for the strict compliance with the requirements of the Philippine Clean Air Act of 1999 (R.A. 8749) and Philippine Clean Water Act of 2004 (R.A. 9275). The CONTRACTOR shall be liable for any damages/destructions to the environment including penalties that will be imposed by the Department of Environment and Natural Resources (DENR) arising from non-compliance of the requirements thereof, in any manner by his acts or negligence, or by his agents, employees, or workmen in the execution of the Works.

Payment of all forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF



BY:

BY:

[Signature]
RAMIL R. RAVIZ
President

[Signature]
ARIEL B. VILLARSA
(CONTRACTOR)

[Signature]
VINCENT B. CONCIO
OIC-OM, Watershed Management Department

[Signature]
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

Government or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the CONTRACTOR.

In general, the CONTRACTOR is totally responsible for the execution of the Works and therefore, takes upon himself all the technical, legal and economic risks and all obligations which could arise therefrom or connected therewith. The overall responsibility of the CONTRACTOR includes the responsibility for actions or omissions of his own personnel or by his agents, employees, or workmen.

The CONTRACTOR shall maintain presence in the area to supervise/manage during critical stages of the Project.

**ARTICLE XVII
NON-COMPLIANCE**

The CONTRACTOR shall be held responsible for failure of the project because of negligence, non-satisfactory performance or abandonment. The CONTRACTOR shall pay all costs, which may be attributed to the non-conformance, until such time the area is turned over to NPC. In this case, if climatic factor still permits, the contract shall be awarded to the next ranked eligible bidder following the conditions stated in R. A. 9184 or the "Government Procurement Reform Act".

**ARTICLE XVIII
LIABILITY / INDEMNITY FOR LOSS AND /OR DAMAGES**

CONTRACTOR shall be liable and shall indemnify NPC for any loss, damages or injury on property of NPC due to, or arising from the fault, negligence, vandalism or other unlawful act of CONTRACTOR'S employees / workers, provided that the loss or damage is made known in writing by NPC to the CONTRACTOR.

CONTRACTOR shall be held liable to, and indemnify third (3rd) party for claim/s arising from the fault and/or negligence of CONTRACTOR'S employees/workers assigned in the premises of the NPC.

NPC shall at its option, deduct from any money/monies payable to the CONTRACTOR any liability/indemnity incurred arising from the fault or negligence of the latter's workers/employees.

**ARTICLE XIX
RISK PROVISIONS**

NPC shall not at any time be liable for damage(s) or loss to any tools, equipment of the CONTRACTOR used or intended for use in the execution of the Contract. In case any tools/equipment is provided to the CONTRACTOR by NPC,

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF

[Handwritten marks]

BY:


RAMIL R. RAVIZ
President


ABEGAIL S. VILLANUEVA
(CONTRACTOR)


VINCENT B. CONCIO
OIC-OM, Watershed Management Department


EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

the CONTRACTOR shall indemnify NPC for any loss or damages to such tools and equipment whilst in his possession unless the damage/loss is caused by NPC.

CONTRACTOR shall hold NPC free and harmless from any and all liabilities, suits, actions, demands or damages arising from death or injuries to third person, including those in the employ of CONTRACTOR, or any loss resulting from or caused by the CONTRACTOR's personnel, incident to or in connection with the execution of this Contract, and CONTRACTOR shall forever defend NPC from such suits or claims at CONTRACTOR's cost and expense.

Without prejudice to the provisions of the preceding paragraphs, CONTRACTOR shall indemnify NPC for any loss, claims, proceedings, damages or expenses of whatever nature arising out of the execution of the Contract, except if the loss, claim, proceedings, damages or expenses are due to the negligence of NPC.

**ARTICLE XX
LIQUIDATED DAMAGES AND PENALTIES**

Should the contractor fail to deliver any or all of the goods and/or to perform any of the services within the period specified in this contract, inclusive of duly granted time extensions, if any, the CONTRACTOR shall be liable for penalty and agrees to pay NPC, liquidated damages, which shall be deducted from the contract price, in an amount equivalent to 1/10 of 1% of the total of the unperformed services/uncompleted activities per progress period, for each calendar day of delay until said activities included in that progress period is 100% completed. For this purpose, the penalty is on a per progress basis and not only after the thirty-six month duration has elapsed. Once the amount of damages reaches ten percent (10%), NPC may rescind or terminate the contract without prejudice to other courses of action and remedies available to it.

**ARTICLE XXI
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

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation,
Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF



ASSOCIATION, INC.
(CONTRACTOR)

BY:

[Signature]
RAMIL R. RAVIZ
President

[Signature]
ARIEGAIL S. VILLAROSA
(CONTRACTOR)

[Signature]
VINCENT B. CONCIO
OIC-OM, Watershed Management
Department

[Signature]
EMMANUEL A. UMALI
OIC-OVP, Corporate Affairs Group

this Warranty shall constitute sufficient ground for the rescission of 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 XXII
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 XXIII
GOVERNING LAW**

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

**ARTICLE XXIV
VENUE OF ACTIONS**

The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Contract shall be exclusively the proper court of Quezon City, Philippines, only.


Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation,
Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF

[Handwritten marks]

IN WITNESS WHEREOF, the parties hereunto set their hands on this 15th day of FEBRUARY, 2024 at QUEZON CITY, PHILS.

NATIONAL POWER CORPORATION
(NPC)

BY:


EMMANUEL A. UMALI
OIC-OVP, CAG

CAPALONGA MANGROVE DEVELOPMENT ASSOCIATION, INC.
(CONTRACTOR)

BY:

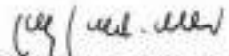

RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:


VINCENT B. CONCIO
OIC-OM, WMD


ABESAIL N. VILLARTA
(CONTRACTOR)

FUNDS AVAILABLE:


LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance

(E)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	JOB ORDER
COST CENTER	4306032
AMOUNT	P 2,265,923.26

JO 4004327 P 16,243.31
JO 4004328 P 265,051.60
JO 4004324 P 2,374,578.90

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation,
Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of FEB 15 2024, 2024, personally appeared **MR. EMMANUEL A. UMALI** with NPC ID No. APW1300006, acting in his capacity as **OIC-OVP, Corporate Affairs Group** of **NATIONAL POWER CORPORATION**, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirty six (36) pages, including the pages wherein the acknowledgements are written, all pages signed by the parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until December 31, 2024
IBP Lifetime No.: _____
PTR No.: _____

ATTY. RODOLFO M. DE GUZMAN, JR.

Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307797; 01/31/2023; Tarlac
PTR No. 5661368; 01/12/2024; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor Gabriel Y. Itchon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

Doc. No. 182
Page No. 58
Book No. 3
Series of 2024

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation,
Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

) S.S.


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines this day of FEB 12 2024, 2024, personally appeared **MR. RAMIL R. RAVIZ** with ID No. FD-99-223761, acting in his capacity as **President of CAPALONGA MANGROVE DEVELOPMENT ASSOCIATION, INC.**, known to be the same person who executed the forgoing instrument consisting of thirty six (36) pages the pages wherein the acknowledgements are written, all pages signed by the parties and their instrumental witnesses, and he acknowledge before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until December 31, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 386
Page No. 90
Book No. 2011
Series of 2024


ATTY. MICHAEL JOSEPH C. CAPINPIN
Notary Public for Quezon City
Valid Until December 31, 2024
PTR No. 5561890 Issued Date 01/02/2024
IBP Lifetime No. 3330
Roll No. 56409
MCLE Compliance No. VII-001874
Valid Until April 14, 2025
Adm. Matter NP 044 (2024-2025)
101 Malibhas Lane Brgy. Central Q.C.

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation,
Agroforestry and Bamboo Plantation Projects of Magat Watershed Area Team
Contract No. LOG MSSP 2024-01-016-MGF