



National Power Corporation

**REQUEST FOR QUOTATION
(NEGOTIATED PROCUREMENT – COMMUNITY PARTICIPATION 53.12)**

23 January 2024

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **HO-UAR24-001**, Ref. No. CMP240131-NA00047 and submit the same at the Bids and Contracts Services Division (BCSD), Ground Floor Diliman Quezon City on or before **09:30 A.M. of 31 January 2024**.

The **documents to be submitted** on the deadline of submission of quotations are indicated in the attached **Terms of Reference ARTICLE 3 PRE-PROJECT START UP Item A. The Organized Social Groups shall submit the Legal, Technical and Financial Requirements or Item B. The Organized Social Groups shall submit the Legal, Technical and Financial Requirements.**

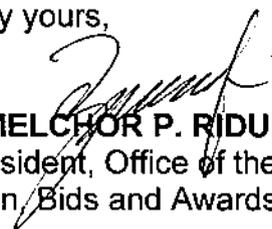
In case no bid or insufficient number or bids is received on **31 January 2024**, the deadline for submission may be extended, as follows:

- First (1st) Extension : _____
- Second (2nd) Extension : _____
- Third (3rd) Extension : _____

The RFQ/Bid Proposal shall be submitted by the bidder to NPC via sealed offer.

For further inquiries, please contact the BAC Secretariat, **Ms. Nathalie Claire R. Abarquez** at telephone no/s. 8921-3541/ local no. 5244 / Fax No. 8922-1622 with e-mail address at **ncrabarquez@napocor.gov.ph and bcsd@napocor.gov.ph**.

Very truly yours,


ATTY. MELCHOR P. RIDULME
 Vice President, Office of the Legal Counsel and
 Chairman, Bids and Awards Committee





Republic of the Philippines
NATIONAL POWER CORPORATION

**TERMS OF REFERENCE
ALTERNATIVE MODE OF PROCUREMENT
(NEGOTIATED PROCUREMENT – COMMUNITY PARTICIPATION 53.12)**

1. **Scope of Works:** PR NO. HO-UAR24-001 / REF NO. CMP240131 - NA00047

For the SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE, AND PROTECTION FOR THE REFORESTATION AND AGROFORESTRY PROJECTS OF UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 11) THROUGH COMMUNITY PARTICIPATION

PR Item	DESCRIPTION	QTY.	ABC (PhP)
1	SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE, AND PROTECTION FOR THE <u>AGROFORESTRY (5 HAS)</u> PROJECT OF UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 11) THROUGH COMMUNITY PARTICIPATION	1 LOT	65,497.00
2		1 LOT	49,123.00
3		1 LOT	49,123.00
4	SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE, AND PROTECTION FOR THE <u>REFORESTATION (30 HAS)</u> PROJECT OF UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 11) THROUGH COMMUNITY PARTICIPATION	1 LOT	784,682.40
5		1 LOT	588,511.80
6		1 LOT	588,511.80
GRAND TOTAL			2,125,499.00

Note:

- *Additional Terms of Reference (for Agroforestry) is attached with 25 pages.*
- *Additional Terms of Reference (for Reforestation) is attached with 26 pages.*
- *Bid Offer shall not exceed the ABC for each item and the total ABC.*
- *Mode of Award is lot award.*

APPROVED BUDGET FOR THE CONTRACT: PHP 2,125,499.00

2. Contract Duration

Contract Duration shall be three (3) Years and the Delivery period shall be at least thirty (30) calendar days upon receipt of the Purchase Order / Notice to Proceed.

3. Project Site

The project site for the Agroforestry (PR Item Nos. 1 to 3) is at Sitio Abat, Poblacion, Bokod, Benguet while for the Reforestation (PR Item Nos. 2 to 4) is at Sitio Bisal and Otibong, Bobok-Bisal, Bokod, Benguet.

4. Bid Submission

The Bidder shall submit their bids through their authorized representative or in the manner of submission as prescribed in the RFQ.

5. Late Bids

Any Bid submitted after the deadline for submission and receipt of Bids shall not be accepted by NPC.

6. Bid Prices

The bid price as indicated in the Quotation Form shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive.

7. Bid Price Validity

Price Validity shall not be less than One Hundred Twenty (120) calendar days from date of bid submission.

8. Eligibility Criteria

- a. Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.
- b. From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Lowest Calculated Quotation (LCQ).

9. Detailed Evaluation and Comparison of Bids

The LCB shall be subjected to detailed evaluation against the Technical Specifications including arithmetical computations. Documents which are deemed not to comply with the requirements of the tender shall be considered non-complying.

10. Post-qualification

Submitted documents of the LCQ shall be subjected to post qualification evaluation.

The bid that PASSED the Post-Qualification shall be declared as the Single /Lowest Calculated Responsive Quotation (S/LCRQ).

11. Total Contract Price

The Total Contract Price shall be inclusive of all taxes and other related expenses / charges.

12. Notice to Supplier

- a. The supplier shall pick-up the Purchase Order (PO)/ Notice to Proceed (NTP) from NPC within two (2) calendar days from receipt of the Notice of Award.
- b. Failure to secure the PO/NTP by the supplier within the said period will mean cancellation of the same and imposition of penalties as prescribed by law.

13. PO Effectivity

- a. The PO Shall take effect immediately upon receipt of the PO / NTP by the supplier sent through fax as evidenced by the fax transmission receipt and as confirmed by the supplier's representative.

14. Mode of Payment and Schedule of Fund Release

The approved Mode of Payment shall be used as a guide in determining the actual amount to be paid. (refer to the attached terms of reference)

15. Warranty

Warranty is dependent upon the nature/type of the item which is included in the offer (i.e. Manufacturer's Warranty), unless specified in the scope of works.

16. Liquidated Damages

Where the supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any time of extension duly granted and is hereby in default under the contract, the supplier shall pay NPC for liquidated damages, and not by way of penalty, an amount equal to at least one tenth (1/10) of one percent (1%) of the cost of the undelivered/unperformed portion of the items/works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it (Section 68 of the Revised IRR of RA 9184).

17. Liability of the Supplier

If after receipt of the Purchase Order, the supplier fails to deliver the goods, appropriate sanctions will be imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR).

18. Disclosure of Relations

The bidder shall comply with the provisions of Section 47 of RA 9184 and its revised IRR re: disclosure of relations.

19. Administrative Sanctions

Bidder shall likewise be imposed the rules as stated in section 69 (Imposition of administrative penalties) should there be infractions committed.

20. Reservation Clause

NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder/s.

----- *Remaining spaces are intentionally left blank* -----

**SUPPLIER'S BID QUOTATION
 (NEGOTIATED PROCUREMENT – COMMUNITY PARTICIPATION 53.12)**

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-UAR24-001**. I agree with the conditions of the TOR and offer the following supplies with specific description:

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	UNIT PRICE (Php)	TOTAL PRICE (Php)
1	SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE, AND PROTECTION FOR THE AGROFORESTRY (5 HAS) PROJECT OF UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 11) THROUGH COMMUNITY PARTICIPATION	1 LOT		
2		1 LOT		
3		1 LOT		
4	SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE, AND PROTECTION FOR THE REFORESTATION (30 HAS) PROJECT OF UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 11) THROUGH COMMUNITY PARTICIPATION	1 LOT		
5		1 LOT		
6		1 LOT		
TOTAL BID PRICE				

 Name and Signature of Authorized Representative
 Date _____
 Company Name _____
 Contact Details _____
 E-mail address _____

Note: The bidder may use this form or its own company letterhead following this format duly signed by the authorized representative when making the offer.

TERMS OF REFERENCE (TOR)

**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT,
MAINTENANCE AND PROTECTION FOR THE AGROFORESTRY PROJECT OF
UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 11) THROUGH
COMMUNITY PARTICIPATION (PR NO. HO-UAR24-001)
PR ITEM NOS. 1 to 3**

ARTICLE 1. OBJECTIVE

To rehabilitate the identified open, denuded and marginal portions of NPC watershed areas through reforestation in order to support the NPC power-generating plants for sustained operation, and carbon sequestration for environmental amelioration.

ARTICLE 2. COVERAGE

- 2.1 Perimeter surveying and mapping
- 2.2 Monumenting/marking of corners.
- 2.3 Blocking of the project area
- 2.4 Production and/or procurement of seedlings
- 2.5 Plantation establishment and protection
- 2.6 Plantation Maintenance
 - 2.6.1 Ring weeding/cultivation and fertilizer application
 - 2.6.2 Replanting and fertilizer application
- 2.7 Plantation Protection
 - 2.7.1 Pest and disease detection and control
 - 2.7.2 Foot patrol works.
 - 2.7.3 Fire line Construction/Maintenance

ARTICLE 3. PRE-PROJECT START UP

The Social Groups (CSG) shall submit the following:

A. For Organized CSG

- 1. Legal Requirements
 - a. Certificate of registration from the Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC), Cooperatives Development Authority (CDA), Department of Agriculture (DA), Department of Labor and Employment (DOLE), National Commission on Indigenous People (NCIP); or in the case of the Civil Society Organizations, Non-Government Organizations or People' Organizations that are compliant with the requirements of a Community or Social Group (CSG), registrations from National Government Agencies (NGAs) or Local Government Agencies (LGUs); and
 - b. A Sworn Affidavit (**Appendix "1"**) executed by the head or its authorized representative that affirms that:

- i. None of its incorporators, officers or members is an agent or related by consanguinity or affinity up to the third (3rd) civil degree to the HoPE, a member of the BAC, the Technical Working Group (TWG) or the Secretariat, or other official authorized to process and/or approve the proposal, contract, and release of funds; and
- ii. None of its incorporators, officers or members has a related business to the Community-based Project being procured at hand; or disclosure of the members if they have related business, if any, to the Community-based Project being procured at hand and the extent or percentage of ownership or interest therein.

2. Technical Requirements

- a. Statement of all its completed contracts similar to the Community-based Projects to be bid and/or list indicating the work experiences of their members similar to the Community-based Project to be bid (**Appendix "2"**)

For this purpose, similar contracts refer to reforestation/agro-forestry/Assisted Natural Regeneration (ANR)/ Enrichment planting/Bamboo Plantation/Tiger Grass and Greenbelt.

The End-user's acceptance or official receipt(s) or sales invoice issued for the completed contracts shall be attached to the statement as proof thereof.

Financial Requirements

- b. Photocopy or scanned copy of the bank book with complete bank account information; or a proof that it maintains books of accounts such a cash receipts journal, cash disbursement journal, general journal, and general ledger.

For organized CSG that has participated in any government Community-based Projects for the past two (2) years:

- c. Latest Income Tax Return (ITR) for the preceding TAX Year or for new establishments, the most recent quarter's ITR or Business Tax Return; and
- d. Updated Audited Financial Statement (AFS), which should not be earlier than two (2) years from the date of bid submission. The AFS should be stamped received by the BIR or accredited and authorized institutions, or electronically received via the AFS e-submission of the BIR with a filing reference number.

B. Unorganized Community or Social Group

1. Legal Requirements

- A photocopy of the government-issued ID of the officers or members of the Unorganized CSG showing that they are residents of the target community, or nearby and other communities if allowed
- A sworn Affidavit (Appendix "1") executed by the head or its authorized representative
 - None of its incorporators, officers or members is an agent or members is an agent or related by consanguinity or affinity up to the third (3rd) civil degree to the HoPE, a member of the BAC, the Technical Working Group (TWG) or the Secretariat, or other official authorized to process and/or approve the proposal, contract, and release of funds; and
 - Commitment of the Unorganized CSG that it shall perform and deliver all the obligations and undertakings under the contract covering the procurement at hand if no performance or warranty security is required by the PE.

2. Technical Requirements

- List of completed work experiences of the members of the Unorganized CSG that meet or satisfy the workmanship and skill set requirements, which shows the capacity to perform the required labor component for the delivery of goods or implementation of the Simple Infrastructure Project.

3. Financial Requirements

- Photocopy or scanned copy of the Bank account under the name of any of its officers or members with the complete bank account information; or proof that it maintains books of accounts such as cash receipts journal, cash disbursement journal, general journal, and general ledger.

• Posting and Submission of Request for Quotation

- The End-user unit shall prepare the Request for Quotation (RFQ)
- BAC, shall post the RFQ for at least three (3) calendar days:
 1. on the website of the PE,
 2. in the premises of the PE
 3. in at least three (3) conspicuous places where the Community-based Project shall be implemented (e.g., bulletin board, public transport terminals, public markets, etc.)
 4. In the Phillipine Government Electronic Procurement System (PhilGEPS) website
- The BAC shall also send the RFQs to CSGs of known qualifications thru the Upper Agno River Watershed Area Team (UARWAT)

- Participating **CSGs shall submit their sealed quotation, if submitted manually**, or password-protected quotation, if submitted electronically, on the date and time prescribed in the terms and conditions of the RFQs, in accordance with Section 25.9 of the 2016 revised IRR of RA 9184.
- The receipt of one (1) quotation is sufficient to proceed with the evaluation of the quotation. In the case there are no quotations received hours before the prescribed deadline, the BAC may extend the deadline for the submission of RFQ's three (3) times.
Extensions of deadline shall likewise be posted for a period three (3) calendar days.

▪ **Opening and Evaluation**

- On the prescribed deadline, the BAC shall open submitted quotations and prepare an Abstract of Quotations setting forth the:
 - a. names of the CSGs that responded to the RFQ
 - b. corresponding price quotations; and
 - c. Lowest Calculated Quotation (LCQ) or Single Calculated Quotation (SCQ)
- The evaluation of the submitted quotations shall be completed within a maximum of seven (7) calendar days from the prescribed deadline.

▪ **Post-Qualification**

- The BAC shall exercise due diligence in validating the legal, technical, and financial capability of the CSG with LCQ or SCQ to supply and deliver the Goods, or to implement the Simple Infrastructure Project.
- If the BAC determines that the CSG with LCQ or SCQ passes the criteria for post-qualification, it shall declare the same as the Lowest Calculated and Responsive Quotation (LCRQ) or Single Calculated and Responsive Quotation (SCRQ).

In case of post-disqualification, the BAC shall notify the disqualified CSG and shall initiate and complete the conduct of the post-qualification with the next CSG with the second LCQ. If the next CSG, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the next CSG, and so on, until the LCRQ is determined for award of failure of bidding is declared.

- The post-qualification process shall be completed in not more than ten (10) calendar days from the receipt of notice to the CSG with the LCQ or SCQ, or in the case of the next CSG with the second LCQ, the post qualification shall be completed within a fresh period of 10 calendar days from the receipt of notice to the next CSG with the second LCQ. In exceptional cases, the HOPE may approve an extension of the post-

qualification based on the BAC's recommendation, but in no case shall the aggregate period exceed twenty-five (25) calendar days from the determination of the LCQ.

▪ **Award of Contract**

- The BAC, after determining the legal, technical, and financial capability and the responsiveness of the quotation, shall recommend to the HoPE the award of contract in favor of the CSG with the SCRQ or LCRQ.
- Upon approval of the BAC recommendation, the HoPE shall issue a Notice of Award (NOA) within a period not exceeding ten (10) calendar days from receipt of BAC's recommendation and shall immediately enter into a contract with the CSG.

In case the CSG with the LCRQ or SRCQ fails, refuses, or is unable to enter into a contract with the PE, without justifiable cause, the HoPE or his duly authorized representative shall disqualify the CSG and direct the BAC to determine the responsiveness of the quotation of the next CSG with the second LCQ, or declare a failure of bidding and conduct a re-bidding with re-posting, if necessary, based on its determination, which shall be within seven (7) calendar days from the said declaration.

- The BAC, through its secretariat, shall post within three (3) calendar days from execution of the contract, the NOA, the contract, and the notice to proceed (NTP) in the
 1. website of the PE,
 2. in the premises of the PE
 3. in at least three (3) conspicuous places where the Community-based Project shall be implemented (e.g., bulletin board, public transport terminals, public markets, etc.)
 4. In the Philippine Government Electronic Procurement System (PhilGEPS) website

▪ **Contract Implementation**

- Advance payment may be released in an amount not exceeding fifteen percent (15 %) of the total contract price in accordance with the Provisions of the Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials, and the Contract Implementation Guidelines for the Procurement of Infrastructure Projects, or Annexes "D" and "E" of the IRR of RA 9184.
- The PE shall require performance and warranty securities for the organized CSG, in accordance with section 39 and 62 of RA No. 9184 and its 2016 revised IRR.
- In case a different or new works are needed during project implementation, requests or proposals for any change or variation orders

covering Simple Infrastructure Projects shall be made and evaluated in accordance with Contract Implementation Guidelines for the Procurement of Infrastructure Projects or “Annex E” of the 2016 revised IRR of RA 9184.

- The CSG, shall submit to the PE a statement of work accomplished or progress billing, and corresponding request for progress payment for work accomplished.
- Payment shall be released based on the terms provided in the contract and only upon validation by the End-User unit that the CSG has delivered or performed the outputs specified in the contract and the same has been inspected and accepted by the PE as satisfactorily in accordance with the technical specifications or scope of work, and applicable government budgeting, accounting, and auditing rules.
- In promoting financial inclusivity, the PE shall consider using to the extent possible authorized digital payment system in its financial transactions, subject to the applicable government budgeting, accounting, and auditing rules.

ARTICLE 4. PROJECT START UP

- Upon issuance by NPC and acknowledgement of Organized Community or Social Group 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 first billing period, as stipulated in the Mode of Payments, shall be on the eight days after acknowledgement of Notice to Proceed. However, said day one of the first billing period may be adjusted earlier depending on the readiness of the Community or Social Group to start the project, in which case, the Community or Social Group shall formally notify NPC of exact date of their day one.
- Before officially commencing work, the Community or Social Group shall seek first a clearance from the Chairman of the barangay where the project is located.

ARTICLE 5. SCOPE OF WORK

Section 1. *Perimeter Surveying and Mapping of Areas to be planted.*

- 1.1 Boundary shall be delineated using GPS instrument.
- 1.2 Map scale of the perimeter survey shall be as follows:
 - 1.2.1 1: 3,000 for areas 10 hectares and below
 - 1.2.2 1: 5,000 for areas more than 10 hectares up to 30 hectares
 - 1.2.3 1: 7,500 for areas more than 30 hectares up to 50 hectares
 - 1.2.4 1: 10,000 for areas more than 50 hectares
 - 1.2.5 To be drawn and plotted on an A3-size tracing paper.

- 1.2.6 Technical description and remarks for every point shall be clearly indicated, duly signed and sealed by a forester/geodetic engineer.
- 1.3 The total available area for reforestation is the target area (in hectare) based on the approved contract/UC-EC Plan. Non-plantable areas shall not be included in the target area that will be planted such as rocky portions, vegetated 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 to complete the required area for planting.

Section 2. *Monumenting/marking of corners*

For contiguous and non-contiguous areas:

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

Section 3. *Blocking of the Project Site*

- 3.1 Whole project site shall be divided into blocks.
- 3.2 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.
- 3.3 For non-contiguous area:
 - 3.3.1 Block into 5-hectare areas with a dimension of 200 X 250 meters.
 - 3.3.2 Below 5 hectares, total gross area shall be computed and be treated as a block.
 - 3.3.3 Each block shall be assigned a unique block identification to establish its identity.
- 3.4 Corner points shall be on GPS reading/survey.
- 3.5 Blocking shall be reflected/indicated in the map.
- 3.6 PVC pipe (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. Corner points shall be UTM-fed and coordinates supplied by GPS to be engraved/etched on each PVC pipe. The corresponding code for that block is marked on that side of the post.
- 3.7 Blocking activity using PVC pipe post 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.
- 3.8 Detailed Procedure:
 - 3.8.1 To minimize the number of blocks to be established, blocking shall be done as:
 - 3.8.1.1 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.

- 3.8.1.2 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.
- 3.8.1.3 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.
- 3.8.1.4 Assignment of block numbers shall be done following the left-right (west-east) then bottom-up (south-north) direction.

Section 4. *Procurement and/or Production of Seedlings*

- 4.1 Seedlings shall be potted, healthy, vigorous and free from pests and diseases.
- 4.2 Seedlings shall have a minimum height of .40 m inches and a maximum height of .60 m from the root collar. (Same size category shall be planted together in the field to avoid intra-specific competition)
- 4.3 Procured/produced seedlings from other location shall be delivered to the project site at least one (1) month before outplanting to acclimatize with the local site condition.
- 4.4 The species and quantity of seedlings required are included in Annex "D" (Project Profile).

Section 5. *Plantation Establishment and Operation*

5.1 Site preparation

- 5.1.1 Site preparation prior to outplanting shall be a combination of either strip brushing, ring weeding/spot clearing or any other method/strategy depending on species suitability.
- 5.1.2 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.
- 5.1.3 The number of planting strips depends on the configuration of the plantation site.
- 5.1.4 If using ring weeding, approximately 50-cm. radius around the seedling shall be cultivated, uproot all roots and rhizomes and loosen the soil.

5.2 Staking

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

5.3 Hole digging

- 5.3.1 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.
- 5.3.2 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.

5.4 Seedling transport

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

5.5 Planting

- 5.5.1 Planting should start at the onset of the rainy season (usually after one or two heavy rains).
- 5.5.2 For potted seedlings, be sure to remove the plastic container (polyethylene bags) and avoid breaking the earthball.
- 5.5.3 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).
- 5.5.4 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 topsoil first), then tamped firmly all around to prevent from inclining.

Section 6. Plantation Maintenance

6.1 Ring weeding/ spot cultivation, mulching and fertilizer application

- 6.1.1 Ring weeding and spot cultivation is approximately 50-cm radius around the seedling, uprooting all roots and rhizomes and loosen the soil.
- 6.1.2 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.
- 6.1.3 Ring weeding and fertilizer application frequency is as follows:

Year	Schedule
2	2 passes (quarter 2 & 4) for ring weeding and 2 passes of fertilizer application (quarter 2 & 3)
3	2 passes (quarter 2 & 4) for ring weeding and 2 Passes of fertilizer application (quarter 2 & 3)

6.2 Replanting and fertilizer application

- 6.2.1 Replanting is required if survival rate is less than 90%.
- 6.2.2 Inventory should be done one month after outplanting to determine the survival rate, then replanting should be done.
- 6.2.3 Any additional replanting should be done during the next planting season.
- 6.2.4 To determine the survival rate, a 10 percent random sampling using the strip method will be done during the following dates:
 - 6.2.4.1 about one month after planting;
 - 6.2.4.2 at the end of the rainy season during year 1
 - 6.2.4.3 at the end of the rainy season during year 2
 - 6.2.4.4 One month before planting season of year 3
- 6.2.5 To boost the seedling growth, inorganic fertilizer shall be applied at the rate of 10 to 20 gm per seedling.
- 6.2.6 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.
- 6.2.7 In steep areas, fertilizer should be side dressed on the upper and left or right sides of the seedling.
- 6.2.8 Most grassland soils are deficient in nitrogen and phosphorus; hence, nitrogen and phosphorus fertilizers or complete fertilizer should be applied.
- 6.2.9 Organic fertilizers such as compost, animal manure or green manure can also be used.

Section 7. Plantation protection

7.1 Fireline construction

- 7.1.1 The 10-meter wide fireline shall be free from cogon, grasses & other undesirable vegetation.
- 7.1.2 Fireline shall be constructed by clearing an area with a width of 10 meters around the plantation.
- 7.1.3 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.

7.2 Fireline Maintenance

- 7.2.1 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 wildfire in the established plantation.

7.3 Pest and disease detection and control

- 7.3.1 Inform the Watershed Area Team immediately of any possible signs/ symptoms or outbreak of diseases.
- 7.3.2 Seedlings with evident attack of pest and presence of disease should be removed and replaced with healthy and vigorous seedlings.

7.4 Patrol works.

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

ARTICLE 6. ACCOMPLISHMENT REPORTS AND DOCUMENTATION

- The Community or Social Group shall submit an accomplishment report (“Annex C”) based on the activities completed for every progress-billing.
- Progress report must be accompanied with geo-tagged pictures and shall be submitted regularly by the Community or Social Group for monitoring purposes.
- Reports and request for billing shall be signed by the Community or Social Group or his duly designated representative.
- The report shall contain information on how many laborers were utilized and the detailed accomplishment per day per activity. It may be also included significant experiences, problems encountered and recommendations for the improvement of the project implementation.
- The report shall be attached to the Request for Inspection and Notice of Billing hereto attached as “Annex A” and “Annex B”, respectively, for every completed activity per billing period.
- Final billing request shall have attached pictures taken before, during and after project completion. It should be taken in a single vantage point to show the development of the project.

ARTICLE 7. SOURCE OF MANPOWER/WORKFORCE

- The Community or Social Group’s workforce in the conduct of these activities must comprise at least ninety (90 %) percent local community residents.
- The Community or Social Group must deploy a competent site Supervisor with experience in handling significant number of personnel in related projects.

ARTICLE 8. WORK PLAN/SCHEDULE

- The Community or Social Group shall commence work within seven (7) working days from receipt of the Notice to Proceed.
- The schedule of implementation shall be in conjunction to the feasibility to undertake the work, e.g., planting should be done on the onset of rainy season while fire line construction should be undertaken on the onset and until the end of the dry season.

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 agro site												
3. Monumenting of corners												
4. Blocking of the area												
SECOND PERIOD												
1. Production and/or procurement												

		<ul style="list-style-type: none"> - Planting - Fertilizer Application - Minimum 80% seedling survival 		
4	4th Progress Billing	<ul style="list-style-type: none"> - Fireline Construction - Pest and diseases detection & control - Patrol works - Minimum 80% seedling survival 	Quarter 4	8.00% (Less 10% retention fee) 7.20 %
Year 2				
5	5th Progress Billing	<ul style="list-style-type: none"> - Fireline maintenance - Trail maintenance - Pest and diseases detection and control - Patrol works. - Minimum 80% seedling survival 	Quarter 1	15.00% (Less 10% retention fee) 13.50 %
		<ul style="list-style-type: none"> - 1st cycle ring weeding/spot cultivation - Fertilizer application (1st pass) - Pest and diseases detection and control - Patrol works 	Quarter 2	
6	6th Progress Billing	<ul style="list-style-type: none"> - Replanting of seedlings - Fertilizer application (2nd pass) - Pest and diseases detection control - Patrol works - Minimum 80% seedling survival 	Quarter 3	7.5% (Less 10% retention fee) 6.75 %
7	7th Progress Billing	<ul style="list-style-type: none"> - 2nd cycle of ring weeding/spot cultivation - Trail maintenance - Pest and diseases detection and control - Patrol works - Minimum 80% seedling survival 	Quarter 4	7.5% (Less 10% retention fee) 6.75 %
Year 3				
8	8th Progress Billing	<ul style="list-style-type: none"> - Fireline maintenance - Pest and diseases detection and control - Patrol works - Minimum 80% seedling survival 	Quarter 1	15.00 % (Less 10% retention fee) 13.50 %
		<ul style="list-style-type: none"> - 1st cycle ring weeding, spot cultivation, mulching - Fertilizer application (1st pass) - Pest and diseases detection and control - Patrol works 	Quarter 2	
9	9th Progress Billing	<ul style="list-style-type: none"> - Fertilizer application (2nd pass) - Trail maintenance - Replanting of seedlings - Pest and diseases detection and control - Patrol works - Minimum 80% seedling survival 	Quarter 3	7.5% (Less 10% retention fee) 6.75 %
10	Final Payment	<ul style="list-style-type: none"> - 2nd cycle of ring weeding/spot cultivation - Pest and diseases detection control - Patrol works - Minimum 80% seedling survival 	Quarter 4	7.5% (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/wild fire. - The plantation has 80% survival based on Inspection Chart Map (ICM) Certificate of Final Acceptance issued 		10 %

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

ARTICLE 11. PROCESSING OF PAYMENT

- The inspection team shall be composed of the following:
 - Watershed Area Team (WAT)'s Senior Watershed Management Specialist.
 - Watershed Management Department (WMD) representative.
 - A representative from the LGU who will serve as witness during the inspection of completed activities.

- The Community or Social Group shall forward the following documents to the concerned WAT to warrant inspection of completed activity, to wit:
 - Request of Inspection.
 - Notice of Billing
 - Certification that the laborers hired were already paid for the services rendered to be concurred by the laborers and noted by the Barangay Chairman; and
 - Pictures/photographs of before, during and after the activity.

- Upon receipt of the request for inspection and notice of billing, the WAT will coordinate with Plant representatives and convene the Inspection Team to cause an inspection within ten (10) working days.
- The Community or Social Group shall prepare two (2) sets of pictures of the completed activities as stated in the TOR (one set for payment purposes and the other set for file of the Area Team)
- The Community or Social Group shall be on site during the conduct of inspection and validation of completed activities.
- The 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 the recommendation is for payment, the billing shall be immediately processed, and the payment shall be remitted to the Community or Social Group.
- If for rejection, the concerned WAT shall notify the Community or Social Group in writing within three (3) working days from Receipt of the Inspection Report 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 target as specified in the contract.

ARTICLE 12. RETENTION FEE

- To further guarantee accomplishment of the contracted services/project targets, an amount equivalent to ten percent (10%) of the total contract amount shall be retained by NPC as retention fee.
- Retention fee shall be disbursed to the Community or Social Group upon satisfactory completion of the contracted services/project targets.
- The ten percent (10%) retention fee shall be forfeited in favor of NPC if the requirements for satisfactory completion were not met.

ARTICLE 13. SUBCONTRACTING/ASSIGNMENT

- Subcontracting or assigning, wholly or in part, the services/project contracted stated on Article 3 (Scope of Work) of the Terms of Reference (TOR), 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 14. PENALTY FOR DELAY

- The contract consists of ten (10) - billing period, which shall be completed as scheduled. Three (3) years is equivalent to Thirty-six (36) months. All activities included in each billing period shall be accomplished on or before its expiration.
- The Community or Social Group shall be liable for **penalty** and agrees to pay the Corporation liquidated damages, in an amount equivalent to 1/10 of 1 % of the total value of the **unperformed services/uncompleted activities per billing period, for each calendar day of delay until said activities included in that particular billing period is 100 % completed**. For this purpose, it is clear that penalty is on a per billing period basis and **not** only after the three (3) years duration has elapsed.
- **Force majeure** shall refer to those events which could not be foreseen, or which though foreseen, were inevitable to make it impossible for the Community or Social Group 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**.
 - Those due to human causes such as civil wars, armed invasion, revolution, rebellion, insurgency, riots, strikes, armed blockades, civil disturbance/disobedience and other analogues causes; and
 - Those due to natural causes such as earthquakes, typhoons, storms, floods, prolonged drought, epidemics, and other similar phenomena.
- In case of **force majeure**, the Community or Social Group shall notify the Corporation 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.

- The Corporation 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**.
- In case of suspension of work, the contract may be extended for a period equivalent to that for which the Community or Social Group was prevented from performing the work if climatic factors still warrant the performance of such work.
- In the event of termination, the Community or Social Group, 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.
- The Corporation shall not be liable to the Community or Social Group 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 Community or Social Group shall turn over to the Corporation all records and documentation made as of the date termination.

ARTICLE 15. OTHER LIABILITIES

- The Community or Social Group shall be held liable and fully responsible to the safety and welfare of the “pakyaw” laborers contracted under this contract.
- 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.

ARTICLE 16. NON-COMPLIANCE

- The Community or Social Group shall be held responsible for failure of the project because of negligence, non-satisfactory performance or abandonment. The Community or Social Group 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 17. PERFORMANCE SECURITY BOND

- To guarantee the faithful performance of the Contract, the Community or Social Group shall post a performance security which is penal in nature and in and in accordance with the following:
 - Acceptance forms of the bond and corresponding amount (any or combination)
 - Cash-five percent (5 %) of the total contract price.
 - Managers or Cashier's Check – five percent (5 %) of the total contract price.
 - Irrevocable Standby Letter of Credit-five percent (5 %) of the total contract price. ISLOC issued and confirmed by Local Commercial Bank. These bank forms should be submitted to the jurisdiction of Philippine courts in the event a claim arises.
 - Bank Guarantee equivalent to ten percent (10 %) of the total Contract price.

- **Surety Bond issued by the Government Service Insurance System (GSIS)**
 - o **Thirty percent (30 %) of the Total contract price**
 - o **Surety Bond should contain the following conditions:**
 - a. **The bond is a penal bond and callable on demand.**
 - b. **The entire amount of the bond shall be forfeited in favour of the obligee upon default of the contractor.**
 - c. **In case of claim, the surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the principal, provided that the default of the principal is established by evidence of the Obligee.**
- **It is hereby also agreed that there be any amount due and payable to the Principal under the Contract guaranteed by this bond after the claim against a bond has been fully paid by the Surety, the Principal hereby assigns the same or sufficient amount thereof as collateral for the bond which the Obligee shall withhold and retain to be remitted/paid to the Surety upon demand to answer for the principal's liabilities to the Surety there under.**
- **It shall remain in full force and effect until completion of the scope of work and all the accomplishments are accepted by the obligee.**

CSGs LETTERHEAD WITH LOGO

(Date)

Mr. EMMANUEL A. UMALI

Manager

Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG

Section Chief, UARWAT

REQUEST FOR INSPECTION

We are pleased to inform you that the required activities under Billing Period No. ____ had been 100 % completed, to wit:

- Activity No. 1: Survey and mapping of the 53 LKM fire line areas
- Activity No. 2: Staking and marking of corners
- Activity No. 3: Clearing of weeds and shrubs of fire line areas
- Activity No. 4: Gathering and disposal of flammable debris

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

Thank you.

Contractor
(Signature over Printed name)
Designation

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

CSGs LETTERHEAD WITH LOGO

(Date)

Mr. EMMANUEL A. UMALI

Manager

Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG

Section Chief, UARWAT

ACCOMPLISHMENT REPORT

A. Overall

Billing No.	Activity	Unit of Measure	Target	Accomplishment	% Accomplished

For your information and reference.

 Contractor
(Signature over Printed name)
Designation

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

PROJECT PROFILE (Agroforestry)

Location

Barangay : Sitio Abat, Brgy. Poblacion
Municipality : Bokod
Province : Benguet

Area

Size : 5 hectares
Distance from Nearest Water Source : ~100-300 meters
Distance from Nearest Barangay Road : ~50-100 meters
Climate Type : Type 2
Topography : sloping
Soil Type/pH : Sandy clay – clay loam
Vegetative Cover : with existing agroforestry species that will serve as shade for coffee; patches of shrubs/bushes

Implementation Strategy

Number of Required Potted Seedlings: 3,750 seedlings
(Inclusive of 20% allowance for mortality)

Breakdown/Distribution

<u>Species</u>	<u>Quantity</u>	<u>Height</u>
Coffee Arabica (<i>Coffea arabica</i>)	1,250 pcs	0.40 – 0.60 m
Guyabano (<i>Annona muricata</i>)	1,250 pcs	0.40 - 0.60 m
Rambutan (<i>Nephelium lappaceum</i>)	500 pcs	0.40 - 0.60 m
Or any alternative fruit bearing Tree species applicable in the area		
Alnus	750 pcs	0.30 - 0.90 m
TOTAL	3,750 pcs	

Planting Scheme Spacing : 4m x 4m

Manpower Availability

No. of Peoples' Organization: 2
Estimated available workforce: 6-10

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the (Head/Authorized Representative) of (Name of Community or Social Group.
2. That the incorporators, organizers, officers or members of our organization are the following.

Name	Position

1. Upon consultation and communication with the above-named individuals, I confirm and certify that:
 - a. None of us is an agent of or related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, members of the Bids and Awards Committee, the Technical Working Group, or the BAC Secretariat, or other officials of (Name of Procuring Entity) authorized to process and/or approve the proposal, contract, and release of funds in favor of the Community or Social Group; and
 - b. [Include this paragraph if all Organized Community or Social Group Officers and members do not have any related business to the Community-based Project being procured] None of us has any related business to the Community-based Projects being procured at hand.
 - c. [Include this paragraph if any of those identified Organized Community or Social Group Officers or members must disclose his/her related business, including the extent or percentage of his/her ownership or interest therein.] The following officers or members of our Organized Community or Social Group has/have related business to the Community-based Project being procured at hand, including the corresponding extent or percentage of ownership or interest therein:

Name	Name or Nature of Related Business	Extent or Percentage of Ownership or interest in the Related Business

- d. Include this paragraph if no performance or warranty security is prescribed by the Procuring Entity for Unorganized Community or Social Groups] Considering that the posting of a performance security has been dispensed with, as determined by

the Procuring Entity, I hereby commit that our Unorganized Community or Social Group shall perform and deliver all the obligations and undertakings under the contract covering the procurement at hand. I further agree and accept that our failure to perform or deliver any of such obligations and undertakings shall result in Blacklisting of our Community or Social Group for not more than two (2) years in all government procurement activities following the procedure under RA No. 9184, its revised IRR and associated issuances.

- e. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day ____, 2024 at _____, Philippines.

[Insert NAME OF COMMUNITY OR
SOCIAL GROUP REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Appendix "2"

STATEMENT OF COMMUNITY GROUP'S COMPLETED CONTRACTS SIMILAR TO THE COMMUNITY-BASED PROJECT TO BE BID OR LIST INDICATING THE WORK EXPERIENCES OF MEMBERS SIMILAR TO THE COMMUNITY-BASED PROJECT TO BE BID

Name of Completed Contract	Contract Date	Period/Duration/Delivery Date	Amount Involved	Definition or Description of the project or major categories of work	Supporting Documentary Proofs (e.g., User acceptance, Official Receipts, sales invoice) Attached as Annex "___"

TERMS OF REFERENCE (TOR)

**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT,
MAINTENANCE AND PROTECTION FOR THE REFORESTATION PROJECT OF
UPPER AGNO RIVER WATERSHED (UNDER UC-EC PLAN 11) THROUGH
COMMUNITY PARTICIPATION (PR NO. HO-UAR24-001)
PR ITEM NOS. 4 to 6**

ARTICLE 1. OBJECTIVE

To rehabilitate the identified open, denuded and marginal portions of NPC watershed areas through reforestation in order to support the NPC power-generating plants for sustained operation, and carbon sequestration for environmental amelioration.

ARTICLE 2. COVERAGE

- 2.1 Perimeter surveying and mapping
- 2.2 Monumenting/marketing of corners.
- 2.3 Blocking of the project area
- 2.4 Production and/or procurement of seedlings
- 2.5 Plantation establishment and operation
- 2.6 Plantation Maintenance
 - 2.6.1 Ring weeding/cultivation and fertilizer application
 - 2.6.2 Replanting and fertilizer application
- 2.7 Plantation Protection
 - 2.7.1 Pest and disease detection and control
 - 2.7.2 Foot patrol works.
 - 2.7.3 Fire line Construction/Maintenance

ARTICLE 3. PRE-PROJECT START UP

The Social Groups (CSG) shall submit the following:

A. For Organized CSG

1. Legal Requirements

- a. Certificate of registration from the Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC), Cooperatives Development Authority (CDA), Department of Agriculture (DA), Department of Labor and Employment (DOLE), National Commission on Indigenous People (NCIP); or in the case of the Civil Society Organizations, Non-Government Organizations or People's Organizations that are compliant with the requirements of a Community or Social Group (CSG), registrations from National Government Agencies (NGAs) or Local Government Agencies (LGUs); and
- b. A Sworn Affidavit (**Appendix "1"**) executed by the head or its authorized representative that affirms that:

- i. None of its incorporators, officers or members is an agent or related by consanguinity or affinity up to the third (3rd) civil degree to the HoPE, a member of the BAC, the Technical Working Group (TWG) or the Secretariat, or other official authorized to process and/or approve the proposal, contract, and release of funds; and
- ii. None of its incorporators, officers or members has a related business to the Community-based Project being procured at hand; or disclosure of the members if they have related business, if any, to the Community-based Project being procured at hand and the extent or percentage of ownership or interest therein.

2. Technical Requirements

- a. Statement of all its completed contracts similar to the Community-based Projects to be bid and/or list indicating the work experiences of their members similar to the Community-based Project to be bid **(Appendix "2")**

For this purpose, similar contracts refer to reforestation/agro-forestry/ Assisted Natural Regeneration (ANR)/ Enrichment planting/ Bamboo Plantation/Tiger Grass and Greenbelt.

The End-user's acceptance or official receipt(s) or sales invoice issued for the completed contracts shall be attached to the statement as proof thereof.

Financial Requirements

- b. Photocopy or scanned copy of the bank book with complete bank account information; or a proof that it maintains books of accounts such a cash receipts journal, cash disbursement journal, general journal, and general ledger

For organized CSG that has participated in any government Community-based Projects for the past two (2) years:

- c. Latest Income Tax Return (ITR) for the preceding TAX Year or for new establishments, the most recent quarter's ITR or Business Tax Return; and
- d. Updated Audited Financial Statement (AFS), which should not be earlier than two (2) years from the date of bid submission. The AFS should be stamped received by the BIR or accredited and authorized institutions, or electronically received via the AFS e-submission of the BIR with a filing reference number.

B. Unorganized Community or Social Group

1. Legal Requirements

- A photocopy of the government-issued ID of the officers or members of the Unorganized CSG showing that they are residents of the target community, or nearby and other communities if allowed
- A sworn Affidavit (Appendix "1") executed by the head or its authorized representative
 - None of its incorporators, officers or members is an agent or members is an agent or related by consanguinity or affinity up to the third (3rd) civil degree to the HoPE, a member of the BAC, the Technical Working Group (TWG) or the Secretariat, or other official authorized to process and/or approve the proposal, contract, and release of funds; and
 - Commitment of the Unorganized CSG that it shall perform and deliver all the obligations and undertakings under the contract covering the procurement at hand if no performance or warranty security is required by the PE.

2. Technical Requirements

- List of completed work experiences of the members of the Unorganized CSG that meet or satisfy the workmanship and skill set requirements, which shows the capacity to perform the required labor component for the delivery of goods or implementation of the Simple Infrastructure Project.

3. Financial Requirements

- Photocopy or scanned copy of the Bank account under the name of any of its officers or members with the complete bank account information; or proof that it maintains books of accounts such as cash receipts journal, cash disbursement journal, general journal, and general ledger.

▪ Posting and Submission of Request for Quotation

- The End-user unit shall prepare the Request for Quotation (RFQ)
- BAC, shall post the RFQ for at least three (3) calendar days:
 1. on the website of the PE,
 2. in the premises of the PE
 3. in at least three (3) conspicuous places where the Community-based Project shall be implemented (e.g., bulletin board, public transport terminals, public markets, etc.)
 4. In the Phillipine Government Electronic Procurement System (PhilGEPS) website

- The BAC shall also send the RFQs to CSGs of known qualifications thru the Upper Agno River Watershed Area Team (UARWAT)
- Participating **CSGs shall submit their sealed quotation, if submitted manually**, or password-protected quotation, if submitted electronically, on the date and time prescribed in the terms and conditions of the RFQs, in accordance with Section 25.9 of the 2016 revised IRR of RA 9184.
- The receipt of one (1) quotation is sufficient to proceed with the evaluation of the quotation. In the case there are no quotations received hours before the prescribed deadline, the BAC may extend the deadline for the submission of RFQ's three (3) times.
Extensions of deadline shall likewise be posted for a period three (3) calendar days.

- **Opening and Evaluation**

- On the prescribed deadline, the BAC shall open submitted quotations and prepare an Abstract of Quotations setting forth the:
 - a. names of the CSGs that responded to the RFQ
 - b. corresponding price quotations; and
 - c. Lowest Calculated Quotation (LCQ) or Single Calculated Quotation (SCQ)
- The evaluation of the submitted quotations shall be completed within a maximum of seven (7) calendar days from the prescribed deadline.

- **Post-Qualification**

- The BAC shall exercise due diligence in validating the legal, technical, and financial capability of the CSG with LCQ or SCQ to supply and deliver the Goods, or to implement the Simple Infrastructure Project.
- If the BAC determines that the CSG with LCQ or SCQ passes the criteria for post-qualification, it shall declare the same as the Lowest Calculated and Responsive Quotation (LCRQ) or Single Calculated and Responsive Quotation (SCRQ).

In case of post-disqualification, the BAC shall notify the disqualified CSG and shall initiate and complete the conduct of the post-qualification with the next CSG with the second LCQ. If the next CSG, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the next CSG, and so on, until the LCRQ is determined for award of failure of bidding is declared.

- The post-qualification process shall be completed in not more than ten (10) calendar days from the receipt of notice to the CSG with the LCQ or SCQ, or in the case of the next CSG with the second LCQ, the post qualification shall be completed within a fresh period of 10 calendar days

from the receipt of notice to the next CSG with the second LCQ. In exceptional cases, the HOPE may approve an extension of the post-qualification based on the BAC's recommendation, but in no case shall the aggregate period exceed twenty-five (25) calendar days from the determination of the LCQ.

▪ **Award of Contract**

- The BAC, after determining the legal, technical, and financial capability and the responsiveness of the quotation, shall recommend to the HoPE the award of contract in favor of the CSG with the SCRQ or LCRQ.
- Upon approval of the BAC recommendation, the HoPE shall issue a Notice of Award (NOA) within a period not exceeding ten (10) calendar days from receipt of BAC's recommendation and shall immediately enter into a contract with the CSG.

In case the CSG with the LCRQ or SRCQ fails, refuses, or is unable to enter into a contract with the PE, without justifiable cause, the HoPE or his duly authorized representative shall disqualify the CSG and direct the BAC to determine the responsiveness of the quotation of the next CSG with the second LCQ, or declare a failure of bidding and conduct a re-bidding with re-posting, if necessary, based on its determination, which shall be within seven (7) calendar days from the said declaration.

- The BAC, through its secretariat, shall post within three (3) calendar days from execution of the contract, the NOA, the contract, and the notice to proceed (NTP) in the
 1. website of the PE,
 2. in the premises of the PE
 3. in at least three (3) conspicuous places where the Community-based Project shall be implemented (e.g., bulletin board, public transport terminals, public markets, etc.)
 4. In the Philippine Government Electronic Procurement System (PhilGEPS) website

▪ **Contract Implementation**

- Advance payment may be released in an amount not exceeding fifteen percent (15 %) of the total contract price in accordance with the Provisions of the Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials, and the Contract Implementation Guidelines for the Procurement of Infrastructure Projects, or Annexes "D" and "E" of the IRR of RA 9184.
- The PE shall require performance and warranty securities for the organized CSG, in accordance with section 39 and 62 of RA No. 9184 and its 2016 revised IRR.

- In case a different or new works are needed during project implementation, requests or proposals for any change or variation orders covering Simple Infrastructure Projects shall be made and evaluated in accordance with Contract Implementation Guidelines for the Procurement of Infrastructure Projects or “Annex E” of the 2016 revised IRR of RA 9184.
- The CSG, shall submit to the PE a statement of work accomplished or progress billing, and corresponding request for progress payment for work accomplished.
- Payment shall be released based on the terms provided in the contract and only upon validation by the End-User unit that the CSG has delivered or performed the outputs specified in the contract and the same has been inspected and accepted by the PE as satisfactorily in accordance with the technical specifications or scope of work, and applicable government budgeting, accounting, and auditing rules.
- In promoting financial inclusivity, the PE shall consider using to the extent possible authorized digital payment system in its financial transactions, subject to the applicable government budgeting, accounting, and auditing rules.

ARTICLE 4. PROJECT START UP

- Upon issuance by NPC and acknowledgement of Organized Community or Social Group 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 first billing period, as stipulated in the Mode of Payments, shall be on the eight days after acknowledgement of Notice to Proceed. However, said day one of the first billing period may be adjusted earlier depending on the readiness of the Community or Social Group to start the project, in which case, the Community or Social Group shall formally notify NPC of exact date of their day one.
- Before officially commencing work, the Community or Social Group shall seek first a clearance from the Chairman of the barangay where the project is located.

ARTICLE 5. SCOPE OF WORK

Section 1. *Perimeter Surveying and Mapping of Areas to be planted.*

- 1.1 Boundary shall be delineated using GPS instrument.
- 1.2 Map scale of the perimeter survey shall be as follows:
 - 1.2.1 1: 3,000 for areas 10 hectares and below
 - 1.2.2 1: 5,000 for areas more than 10 hectares up to 30 hectares
 - 1.2.3 1: 7,500 for areas more than 30 hectares up to 50 hectares
 - 1.2.4 1: 10,000 for areas more than 50 hectares

- 1.2.5 To be drawn and plotted on an A3-size tracing paper.
- 1.2.6 Technical description and remarks for every point shall be clearly indicated, duly signed and sealed by a forester/geodetic engineer.
- 1.3 The total available area for reforestation is the target area (in hectare) based on the approved contract/UC-EC Plan. Non-plantable areas shall not be included in the target area that will be planted such as rocky portions, vegetated 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 to complete the required area for planting.

Section 2. *Monumenting/markings of corners*

For contiguous and non-contiguous areas:

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

Section 3. *Blocking of the Project Site*

- 3.1 Whole project site shall be divided into blocks.
- 3.2 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.
- 3.3 For non-contiguous area:
 - 3.3.1 Block into 5-hectare areas with a dimension of 200 X 250 meters.
 - 3.3.2 Below 5 hectares, total gross area shall be computed and be treated as a block.
 - 3.3.3 Each block shall be assigned a unique block identification to establish its identity.
- 3.4 Corner points shall be on GPS reading/survey.
- 3.5 Blocking shall be reflected/indicated in the map.
- 3.6 PVC pipe (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. Corner points shall be UTM-fed and coordinates supplied by GPS to be engraved/etched on each PVC pipe. The corresponding code for that block is marked on that side of the post.
- 3.7 Blocking activity using PVC pipe post 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.
- 3.8 Detailed Procedure:
 - 3.8.1 To minimize the number of blocks to be established, blocking shall be done as:
 - 3.8.1.1 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.

- 3.8.1.2 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.
- 3.8.1.3 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.
- 3.8.1.4 Assignment of block numbers shall be done following the left-right (west-east) then bottom-up (south-north) direction.

Section 4. *Procurement and/or Production of Seedlings*

- 4.1 Seedlings shall be potted, healthy, vigorous and free from pests and diseases.
- 4.2 Seedlings shall have a minimum height of 5 inches and a maximum height of 16 inches from the root collar. (Same size category shall be planted together in the field to avoid intra-specific competition)
- 4.3 Procured/produced seedlings from other location shall be delivered to the project site at least one (1) month before outplanting to acclimatize with the local site condition.
- 4.4 The species and quantity of seedlings required are included in Annex "D" (Project Profile).

Section 5. *Plantation Establishment and Operation*

5.1 Site preparation

- 5.1.1 Site preparation prior to outplanting shall be a combination of either strip brushing, ring weeding/spot clearing or any other method/strategy depending on species suitability.
- 5.1.2 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.
- 5.1.3 The number of planting strips depends on the configuration of the plantation site.
- 5.1.4 If using ring weeding, approximately 50-cm. radius around the seedling shall be cultivated, uproot all roots and rhizomes and loosen the soil.

5.2 Staking

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

5.3 Hole digging

- 5.3.1 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.
- 5.3.2 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.

5.4 Seedling transport

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

5.5 Planting

- 5.5.1 Planting should start **at the onset of the rainy season** (usually after one or two heavy rains).
- 5.5.2 For potted seedlings, be sure to remove the plastic container (polyethylene bags) and avoid breaking the earthball.
- 5.5.3 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).
- 5.5.4 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 topsoil first), then tamped firmly all around to prevent from inclining.

Section 6. Plantation Maintenance

6.1 Ring weeding/ spot cultivation, mulching and fertilizer application

- 6.1.1 Ring weeding and spot cultivation is approximately 50-cm radius around the seedling, uprooting all roots and rhizomes and loosen the soil.
- 6.1.2 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.
- 6.1.3 Ring weeding and fertilizer application frequency is as follows:

Year	Schedule
2	2 passes (quarter 2 & 4) for ring weeding and 2 passes of fertilizer application (quarter 2 & 3)
3	2 passes (quarter 2 & 4) for ring weeding and 2 passes of fertilizer application (quarter 2 & 3)

6.2 Replanting and fertilizer application

- 6.2.1 Replanting is required if survival rate is less than 90%.
- 6.2.2 Inventory should be done one month after outplanting to determine the survival rate, then replanting should be done.
- 6.2.3 Any additional replanting should be done during the next planting season.
- 6.2.4 To determine the survival rate, a 10 percent random sampling using the strip method will be done during the following dates:
 - 6.2.4.1 about one month after planting; and
 - 6.2.4.2 at the end of the rainy season during year 1.
- 6.2.5 To boost the seedling growth, inorganic fertilizer shall be applied at the rate of 10 to 20 gm per seedling.
- 6.2.6 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.
- 6.2.7 In steep areas, fertilizer should be side dressed on the upper and left or right sides of the seedling.
- 6.2.8 Most grassland soils are deficient in nitrogen and phosphorus; hence, nitrogen and phosphorus fertilizers or complete fertilizer should be applied.
- 6.2.9 Organic fertilizers such as compost, animal manure or green manure can also be used.

Section 7. Plantation protection

7.1 Fireline construction

- 7.1.1 The 10-meter wide fireline shall be free from cogon, grasses & other undesirable vegetation.
- 7.1.2 Fireline shall be constructed by clearing an area with a width of 10 meters around the plantation.
- 7.1.3 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.

7.2 Fireline Maintenance

- 7.2.1 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 wildfire in the established plantation.

7.3 Pest and disease detection and control

- 7.3.1 Inform the Watershed Area Team immediately of any possible signs/ symptoms or outbreak of diseases.
- 7.3.2 Seedlings with evident attack of pest and presence of disease should be removed and replaced with healthy and vigorous seedlings.

7.4 Patrol works.

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

ARTICLE 6. ACCOMPLISHMENT REPORTS AND DOCUMENTATION

- The Community or Social Group shall submit an accomplishment report (“**Annex C**”) based on the activities completed for every progress-billing.
- Progress report must be accompanied with geo-tagged pictures and shall be submitted regularly by the Community or Social Group for monitoring purposes.
- Reports and request for billing shall be signed by the Community or Social Group or his duly designated representative.
- The report shall contain information on how many laborers were utilized and the detailed accomplishment per day per activity. It may be also included significant experiences, problems encountered and recommendations for the improvement of the project implementation.
- The report shall be attached to the Request for Inspection and Notice of Billing hereto attached as “**Annex A**” and “**Annex B**”, respectively, for every completed activity per billing period.
- Final billing request shall have attached pictures taken before, during and after project completion. It should be taken in a single vantage point to show the development of the project.

ARTICLE 7. SOURCE OF MANPOWER/WORKFORCE

- The Community or Social Group’s workforce in the conduct of these activities must comprise at least ninety (90 %) percent local community residents.
- The Community or Social Group must deploy a competent site Supervisor with experience in handling significant number of personnel in related projects.

ARTICLE 8. WORK PLAN/SCHEDULE

- The Community or Social Group shall commence work within seven (7) working days from receipt of the Notice to Proceed.
- The schedule of implementation shall be in conjunction to the feasibility to undertake the work, e.g., planting should be done on the onset of rainy season while fire line construction should be undertaken on the onset and until the end of the dry season.

ACTIVITY	SCHEDULE											
	YEAR 1				YEAR 2				YEAR 3			
<i>FIRST PERIOD</i>	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
1. Perimeter Surveying												
2. Mapping of the refo site												
3. Monumenting of corners												
4. Blocking of the area												

2	2nd Progress Billing	<ul style="list-style-type: none"> - Seedbed/germination bed preparation - Sowing of seed - 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 and pesticide application) - Maintenance of transplanted seedlings (e.g. weeding, watering, fertilizer and pesticide application) - Seedlings have reached a minimum height of 0.13 meter 	Quarter 2 can be waived by a 100% seedling procurement	10.00 % (Less 10% retention fee) 9.00%
3	3rd Progress Billing	<ul style="list-style-type: none"> - Trail construction - Strip brushing - Staking - Hole digging - Seedling transport/hauling - Planting - Fertilizer Application - Minimum 80% seedling survival 	Quarter 3	12.00 % (Less 10% retention fee) 10.80 %
4	4th Progress Billing	<ul style="list-style-type: none"> - Fireline Construction - Trail maintenance - 1st pass fertilizer application - Pest and diseases detection & control - Patrol works - Minimum 80% seedling survival 	Quarter 4	8.00% (Less 10% retention fee) 7.20 %
Year 2				
5	5th Progress Billing	<ul style="list-style-type: none"> - Fireline maintenance - Trail maintenance - Pest and diseases detection and control - Patrol works - Minimum 80% seedling survival 	Quarter 1	15.00% (Less 10% retention fee) 13.50 %
		<ul style="list-style-type: none"> - 1st cycle ring weeding/spot cultivation - Fertilizer application (1st pass) - Pest and diseases detection and control - Patrol works 	Quarter 2	
6	6th Progress Billing	<ul style="list-style-type: none"> - Replanting of seedlings - Fertilizer application (2nd pass) - Pest and diseases detection control - Patrol works - Minimum 80% seedling survival 	Quarter 3	7.5% (Less 10% retention fee) 6.75 %
7	7th Progress Billing	<ul style="list-style-type: none"> - 2nd cycle of ring weeding/spot cultivation - Trail maintenance - Pest and diseases detection and control - Patrol works - Minimum 80% seedling survival 	Quarter 4	7.5% (Less 10% retention fee) 6.75 %
Year 3				
8	8th Progress Billing	<ul style="list-style-type: none"> - Pest and diseases detection and control - Patrol works - Minimum 80% seedling survival 	Quarter 1	15.00 % (Less 10% retention fee) 13.50 %
		<ul style="list-style-type: none"> - 1st cycle ring weeding, spot cultivation, mulching - Fertilizer application (1st pass) - Pest and diseases detection and control - Patrol works 	Quarter 2	

9	9th Progress Billing	<ul style="list-style-type: none"> - Fertilizer application (2nd pass) - Trail maintenance - Replanting of seedlings - Pest and diseases detection and control - Patrol works - Minimum 80% seedling survival 	Quarter 3	7.5% (Less 10% retention fee) 6.75 %
10	Final Payment	<ul style="list-style-type: none"> - 2nd cycle of ring weeding/spot cultivation - Pest and diseases detection control - Patrol works - Minimum 80% seedling survival 	Quarter 4	7.5% (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/wild fire. - The plantation has 80% survival based on Inspection Chart Map (ICM) Certificate of Final Acceptance issued 		10 %

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

ARTICLE 11. PROCESSING OF PAYMENT

- The inspection team shall be composed of the following:
 - Watershed Area Team (WAT)'s Senior Watershed Management Specialist.
 - Watershed Management Department (WMD) representative.
 - A representative from the LGU who will serve as witness during the inspection of completed activities.

- The Community or Social Group shall forward the following documents to the concerned WAT to warrant inspection of completed activity, to wit:
 - Request of Inspection.
 - Notice of Billing.
 - Certification that the laborers hired were already paid for the services rendered to be concurred by the laborers and noted by the Barangay Chairman; and
 - Pictures/photographs of before, during and after the activity.

- Upon receipt of the request for inspection and notice of billing, the WAT will coordinate with Plant representatives and convene the Inspection Team to cause an inspection within ten (10) working days.
- The Community or Social Group shall prepare two (2) sets of pictures of the completed activities as stated in the TOR (one set for payment purposes and the other set for file of the Area Team)
- The Community or Social Group shall be on site during the conduct of inspection and validation of completed activities.

- The 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 the recommendation is for payment, the billing shall be immediately processed, and the payment shall be remitted to the Community or Social Group.
- If for rejection, the concerned WAT shall notify the Community or Social Group in writing within three (3) working days from Receipt of the Inspection Report 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 target as specified in the contract.

ARTICLE 12. RETENTION FEE

- To further guarantee accomplishment of the contracted services/project targets, an amount equivalent to ten percent (10%) of the total contract amount shall be retained by NPC as retention fee.
- Retention fee shall be disbursed to the Community or Social Group upon satisfactory completion of the contracted services/project targets.
- The ten percent (10%) retention fee shall be forfeited in favor of NPC if the requirements for satisfactory completion were not met.

ARTICLE 13. SUBCONTRACTING/ASSIGNMENT

- Subcontracting or assigning, wholly or in part, the services/project contracted stated on Article 3 (Scope of Work) of the Terms of Reference (TOR), 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 14. PENALTY FOR DELAY

- The contract consists of ten (10) - billing period, which shall be completed as scheduled. Three (3) years is equivalent to Thirty-six (36) months. All activities included in each billing period shall be accomplished on or before its expiration.
- The Community or Social Group shall be liable for **penalty** and agrees to pay the Corporation liquidated damages, in an amount equivalent to 1/10 of 1 % of the total value of the **unperformed services/uncompleted activities per billing period, for each calendar day of delay until said activities included in that particular billing period is 100 % completed**. For

this purpose, it is clear that penalty is on a per billing period basis and not only after the three (3) years duration has elapsed.

- **Force majeure** shall refer to those events which could not be foreseen, or which though foreseen, were inevitable to make it impossible for the Community or Social Group 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**.
 - Those due to human causes such as civil wars, armed invasion, revolution, rebellion, insurgency, riots, strikes, armed blockades, civil disturbance/disobedience and other analogues causes; and
 - Those are due to natural causes such as earthquakes, typhoons, storms, floods, prolonged drought, epidemics, and other similar phenomena.
- In case of **force majeure**, the Community or Social Group shall notify the Corporation 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.
- The Corporation 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**.
- In case of suspension of work, the contract may be extended for a period equivalent to that for which the Community or Social Group was prevented from performing the work if climatic factors still warrant the performance of such work.
- In the event of termination, the Community or Social Group, 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.
- The Corporation shall not be liable to the Community or Social Group 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 Community or Social Group shall turn over to the Corporation all records and documentation made as of the date termination.

ARTICLE 15. OTHER LIABILITIES

- The Community or Social Group shall be held liable and fully responsible to the safety and welfare of the "pakyaw" laborers contracted under this contract.
- 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.

ARTICLE 16. NON-COMPLIANCE

- The Community or Social Group shall be held responsible for failure of the project because of negligence, non-satisfactory performance, or abandonment. The Community or Social Group 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 17. PERFORMANCE SECURITY BOND

- To guarantee the faithful performance of the Contract, the Community or Social Group shall post a performance security which is penal in nature and in and in accordance with the following:
 - Acceptance forms of the bond and corresponding amount (any or combination)
 - Cash-five percent (5 %) of the total contract price.
 - Managers or Cashier's Check – five percent (5 %) of the total contract price.
 - Irrevocable Standby Letter of Credit-five percent (5 %) of the total contract price. ISLOC issued and confirmed by Local Commercial Bank. These bank forms should be submitted to the jurisdiction of Philippine courts in the event a claim arises.
 - Bank Guarantee equivalent to ten percent (10 %) of the total Contract price.
 - Surety Bond issued by the Government Service Insurance System (GSIS)
 - Thirty percent (30 %) of the Total contract price
 - Surety Bond should contain the following conditions:
 - a. The bond is a penal bond and callable on demand.
 - b. The entire amount of the bond shall be forfeited in favour of the obligee upon default of the contractor.
 - c. In case of claim, the surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the principal, provided that the default of the principal is established by evidence of the Obligee.
- It is hereby also agreed that there be any amount due and payable to the Principal under the Contract guaranteed by this bond after the claim against a bond has been fully paid by the Surety, the Principal hereby assigns the same or sufficient amount thereof as collateral for the bond which the Obligee shall withhold and retain to be remitted/paid to the Surety upon demand to answer for the principal's liabilities to the Surety there under.
- It shall remain in full force and effect until completion of the scope of work and all the accomplishments are accepted by the obligee.

CSGs LETTERHEAD WITH LOGO

(Date)

Mr. EMMANUEL A. UMALI

Manager

Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG

Section Chief, UARWAT

REQUEST FOR INSPECTION

We are pleased to inform you that the required activities under Billing Period No. ____ had been 100 % completed, to wit:

- Activity No. 1: Survey and mapping
- Activity No. 2: Staking and marking of corners
- Activity No. 3: Clearing of weeds and shrubs of fire line areas
- Activity No. 4: Gathering and disposal of flammable debris

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

Thank you.

Contractor
(Signature over Printed name)
Designation

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

CSGs LETTERHEAD WITH LOGO

(Date)

Mr. EMMANUEL A. UMALI

Manager

Watershed Management Department

THRU: BENJAMIN T. KIMMAYONG

Section Chief, UARWAT

ACCOMPLISHMENT REPORT

A. Overall

Billing No.	Activity	Unit of Measure	Target	Accomplishment	% Accomplished

For your information and reference.

Contractor
(Signature over Printed name)
Designation

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

PROJECT PROFILE (Reforestation)

Location

Barangay : Sitio Bisal, Bobok-Bisal
Municipality : Bokod
Province : Benguet

Area

Size : 10 hectares
Distance from Nearest Water Source : ~100-300 meters
Distance from Nearest Barangay Road : ~150-200 meters
Climate Type : Type 2
Topography : sloping
Soil Type/pH : Sandy clay – clay loam
Vegetative Cover : Grassland area with patches of shrubs/
bushes/existing Benguet trees with rocky portions

Implementation Strategy

Number of Required Potted Seedlings: 20,004 seedlings
(inclusive of 20% allowance for mortality)

Breakdown/Distribution

<u>Species</u>	<u>Quantity</u>	<u>Height</u>
Benguet pine (<i>Pinus Kesiya</i>)	10,002 pcs	0.13 – 0.40 m
Alnus	5,001 pcs	0.30 – 0.90 m
Other Forest Tree Applicable In the area (rain tree, etc.)	5,001 pcs	0.13 – 0.40 m
TOTAL	20,004 pcs	

Planting Scheme Spacing : 2m x 3m

Manpower Availability

No. of Peoples' Organization: 2
Estimated available workforce: 6-15

PROJECT PROFILE (Reforestation)

Location

Barangay : Sitio Otbong, Bobok-Bisal
Municipality : Bokod
Province : Benguet

Area

Size : 20 hectares
Distance from Nearest Water Source : ~100-500 meters
Distance from Nearest Barangay Road : ~500-800 meters
Climate Type : Type 2
Topography : sloping
Soil Type/pH : clay loam
Vegetative Cover : Grassland area with patches of shrubs/ bushes/existing Benguet pine trees

Implementation Strategy

Number of Required Potted Seedlings: 40,008 seedlings
(inclusive of 20% allowance for mortality)

Breakdown/Distribution

<u>Species</u>	<u>Quantity</u>	<u>Height</u>
Benguet pine (<i>Pinus Kesiya</i>)	20,004 pcs	0.13 – 0.40 m
Alnus	10,002 pcs	0.30 – 0.90 m
Other Forest Tree species Applicable in the area (rain tree, etc.)	10,002 pcs	0.13 – 0.40 m
TOTAL	40,008 pcs	

Planting Scheme Spacing : 2m x 3m

Manpower Availability

No. of Peoples' Organization: 2
Estimated available workforce: 6-15

REPUBLIC OF THE PHILIPPINES)
 CITY/MUNICIPALITY OF _____) S.S

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the (Head/Authorized Representative) of (Name of Community or Social Group.
2. That the incorporators, organizers, officers or members of our organization are the following.

Name	Position

1. Upon consultation and communication with the above-named individuals, I confirm and certify that:
 - a. None of us is an agent of or related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, members of the Bids and Awards Committee, the Technical Working Group, or the BAC Secretariat, or other officials of (Name of Procuring Entity) authorized to process and/or approve the proposal, contract, and release of funds in favor of the Community or Social Group; and
 - b. [Include this paragraph if all Organized Community or Social Group Officers and members do not have any related business to the Community-based Project being procured] None of us has any related business to the Community-based Projects being procured at hand.
 - c. [Include this paragraph if any of those identified Organized Community or Social Group Officers or members must disclose his/her related business, including the extent or percentage of his/her ownership or interest therein.] The following officers or members of our Organized Community or Social Group has/have related business to the Community-based Project being procured at hand, including the corresponding extent or percentage of ownership or interest therein:

Name	Name or Nature of Related Business	Extent or Percentage of Ownership or interest in the Related Business

- d. Include this paragraph if no performance or warranty security is prescribed by the Procuring Entity for Unorganized Community or Social Groups] Considering that the posting of a performance security has been dispensed with, as determined by the Procuring Entity, I hereby commit that our Unorganized Community or Social Group shall perform and deliver all the obligations and undertakings under the contract covering the procurement at hand. I further agree and accept that our failure to perform or deliver any of such obligations and undertakings shall result in Blacklisting of our Community or Social Group for not more than two (2) years in all government procurement activities following the procedure under RA No. 9184, its revised IRR and associated issuances.
- e. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day ____, 2024 at _____, Philippines.

[Insert NAME OF COMMUNITY OR
SOCIAL GROU PRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Appendix "2"

STATEMENT OF COMMUNITY GROUP'S COMPLETED CONTRACTS SIMILAR TO THE COMMUNITY-BASED PROJECT TO BE BID OR LIST INDICATING THE WORK EXPERIENCES OF MEMBERS SIMILAR TO THE COMMUNITY-BASED PROJECT TO BE BID

Name of Completed Contract	Contract Date	Period/Duration/Delivery Date	Amount Involved	Definition or Description of the project or major categories of work	Supporting Documentary Proofs (e.g., User acceptance, Official Receipts, sales invoice) Attached as Annex " _ "