



REPUBLIC OF THE PHILIPPINES
NATIONAL POWER CORPORATION
(Pambansang Korporasyon sa Elektrisidad)

BID DOCUMENTS

Name of Project : SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION AND AGROFORESTRY PROJECTS OF TIWI WATERSHED AREA TEAM

PR. No : HO-TWT24-001

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Design and Development Department



ATTACHMENT 1

**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE
AND PROTECTION OF REFORESTATION, AGROFORESTRY AND BAMBOO
PLANTATION PROJECTS OF BUHI-BARIT WATERSHED AREA TEAM UNDER PR NO.
HO-BBW24-007**

DETAILS	QTY	ABC (PhP)
REFORESTATION (50 HAS.) Brgy. Sugcad, Malinao, Albay	1 LOT	2,724,070.15
AGROFORESTATION (50 HAS.) Brgy. Obi, Sulong and Balumbong, Caramuran, San Miguel and Bato, Catanduanes	1 LOT	1,439,972.65
TOTAL		4,164,042.80

SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2023-0612

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2024 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
HO-TWT24-001 / PB231212-NA00386 Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation and Agroforestry Projects of Tiwi Watershed Area Team	Reforestation Agro-Forestry Project	28 November 2023 9:30 A.M.	12 December 2023 9:30 A.M.	₱ 4,164,042.80 / ₱ 5,000.00
HO-BBW24-007 / PB231212-NA00387 Supply of Labor and Materials for the Establishment, Maintenance and Protection of Reforestation, Agroforestry and Bamboo Plantation Projects of Buhi-Barit Watershed Area Team	Reforestation Agro-Forestry Project	28 November 2023 9:30 A.M.	12 December 2023 9:30 A.M.	₱ 3,650,207.00 / ₱ 5,000.00
HO-PWA24-003 / PB231212-NA00388 Supply of Labor and Materials for the Establishment, Maintenance and Protection of 70 Hectares Reforestation and Agroferestry Project at Pantabangan-Carranglan Watershed Area in Brgy. Conversion, Pantabangan Nueva Ecija	Reforestation Agro-Forestry Project	28 November 2023 9:30 A.M.	12 December 2023 9:30 A.M.	₱ 4,265,785.80 / ₱ 5,000.00

Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City

2. The NPC now invites bids for Items listed above. Delivery of the Goods is required **(see table below)** specified in the Technical Specifications. Bidders should have completed, within **(see table below)** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. (Instruction to Bidders).

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-TWT24-001	Three (3) Years	Five (5) Years
HO-BBW24-007	Three (3) Years	Five (5) Years
HO-PWA24-003	Three (3) Years	Five (5) Years

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.
6. The National Power Corporation will hold Pre-Bid Conference (see table above) and/or through video conferencing or webcasting which shall be open to prospective bidders.

Only registered bidder/s shall be allowed to participate in the conduct of virtual pre-bid conference. **Unregistered bidders** may attend the Pre-Bid Conference at the Kañao Room, NPC subject to the following:

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
 - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
 - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
 - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be in the Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

**Bids and Contracts Services Division,
Logistics Department**

BIR Road cor. Quezon Avenue

Diliman, Quezon City

Tel Nos.: 8924-5211 and 8921-3541 local 5564/5211

Email: bcsd@napocor.gov.ph /

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.napocor.gov.ph/bcsd/bids.php>



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

SECTION II

**INSTRUCTIONS TO
BIDDERS**

SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The National Power Corporation (NPC or NAPOCOR) wishes to receive Bids for the **SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION AND AGROFORESTRY PROJECTS AT THE TIWI WATERSHED AREAS**, with identification number PR No HO-TWT24-001.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot and will be awarded to one (1) Bidder in one complete contract, the details of which are described in Section VI (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of specified in the Invitation to Bid.
- 2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or IB by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

The foreign bidder claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product. The said certification shall be validated during the post-qualification of bidders.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Five (5) Years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02) shall comply with the documentary requirements specified in the **BDS**.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 14.2. The Bid and bid security shall be valid for **One Hundred Twenty (120) calendar days** from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit Two (2) copies of the first and second components of its Bid, marked **Original** and photocopy. Only the original copy will be read and considered for the bid.

Any misplaced document outside of the **Original** copy will not be considered. The photocopy is ONLY FOR REFERENCE.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

Bidders must also comply with the Disclaimer and Data Privacy Notice specified in the **BDS**.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall

consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded to one (1) Bidder in one complete contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to similar contracts shall refer to reforestation/agro-forestry project.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting shall not be allowed for this particular procurement.</p>
10.1	<p>The prospective bidder shall submit a valid and updated Certificate of PhilGEPs Registration under Platinum Membership (all pages including the Annex A of the said Certificate). Non-compliance shall be a ground for disqualification.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes.</p>
10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Documents to be submitted with the Bid/Proposal as specified in Clause TS-4.0 of Section VI - Technical Specifications

12	The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.</p>
15.0	<p>All bid submissions and related correspondences are confidential and for viewing only by the intended recipient/s. Any unauthorized access to review, reproduce, or disseminate the information contained therein is strictly prohibited. The National Power Corporation (NAPOCOR) does not guarantee the security of any information electronically transmitted.</p> <p>Bid submissions and related correspondences may contain personal and sensitive personal information, and are subject to the Data Privacy Act of 2012, its implementing rules, regulations and issuances of the National Privacy Commission of the Philippines ("Privacy Laws"). By viewing, using, storing, sharing and disposing (collectively "Processing"), such bids submissions and correspondences, you agree to comply with the Privacy Laws. By responding to correspondence, you consent to the Processing by NAPOCOR of the Personal Data contained in your submission/reply in accordance with NAPOCOR's Personal Data Privacy Policy which you can find at http://www.napocor.gov.ph.</p> <p>To report any privacy issue, contact the Data Privacy Officer at dpo@napocor.gov.ph.</p> <p>NAPOCOR is not liable for the proper and complete transmission of the information contained in bid submission/correspondences nor for any delay in its receipt.</p>
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
19.5	If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.

<p>20.1</p>	<p>Additional documents to be submitted during Post-Qualification:</p> <ul style="list-style-type: none"> a. Class A – Eligibility Documents listed on the Annex A of Certificate of PhilGEPs Registration under Platinum Membership pursuant to Section 34.3 of the Revised IRR of R.A. 9184 b. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02); c. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02; d. Contract/Purchase Order for the contract stated in the Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03)
<p>20.2</p>	<p>The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.</p>
<p>21.2</p>	<p>Notice to Proceed.</p>

SECTION IV

**GENERAL CONDITIONS
OF CONTRACT**

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

3.1. Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

3.2. The performance bond to be posted by the Contractor must also comply with additional requirements specified in the **SCC**.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VI (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty (*This provision will not apply*)

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

SECTION V

**SPECIAL CONDITIONS
OF CONTRACT**

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	The contractor shall complete the required services specified in the Scope of Works within the contract period specified in the Technical Specifications from the commencement of the Contract.
2.2	Mode of Payment and Processing of Payment are specified in Section VI – Technical Specifications.
3.2	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: “To guarantee the faithful performance of the Principal’s obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties.” 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC’s acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. 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.
4	The inspections and tests that will be conducted are specified in the Technical Specifications.



SECTION VI

TECHNICAL SPECIFICATIONS

Section VI - Technical Specifications

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SECTION VI – TECHNICAL SPECIFICATIONS

1. GENERAL OBJECTIVE

To rehabilitate the identified open, denuded and marginal portions of NPC watershed areas through reforestation and/or agroforestry in order to bring back the forest cover for improved water-holding capacity and support the NPC power-generating plants for sustained operation; and carbon sequestration for environmental amelioration.

2. PROJECT LOCATION AND CONTRACT DURATION

The project sites are located at the following areas:

Package	Location	Area
1	Brgy. Sugcad, Malinao, Albay	50 Ha
2	Brgy. Obi, Sulong and Balumbong, Caramuran, San Miguel and Bato Catanduanes	50 Ha

Contract duration shall be:

- **THREE (3) YEARS** reckoned from contract effectivity specified in the notice to proceed.

3. SCOPE OF WORK

The works and services to be performed by the Contractor for this undertaking shall essentially consist of, but not limited to the following:

- 1) Perimeter surveying and mapping
- 2) Monumenting/marketing of corners
- 3) Blocking of the project area
- 4) Production and/or procurement of seedlings
- 5) Plantation establishment and operation
- 6) Plantation Maintenance
 - a) Ring weeding/cultivation and fertilizer application
 - b) Replanting and fertilizer application
- 7) Plantation Protection
 - a) Pest and disease detection and control
 - b) Foot patrol works

3.1 Perimeter Surveying and Mapping of Areas to be Planted

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

3.2 Monumenting/marketing of corners

For contiguous/non-contiguous area:

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

3.3 Blocking of the Project Site

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

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

6. PVC pipe orange-colored posts with dimension of 2-inch x 100cm filled with concrete and with 50 cm exposed shall be installed at corners of the blocks in such a way that the one side faces a block. The corresponding code for that block is marked on that side of the PVC post.
7. Blocking activity using PVC pipe posts in its prescribed dimension shall be done prior to planting. Blocking plan/design shall be reflected on the map to be submitted by the Contractor. This shall be the basis of evaluation during the inspection of the blocking posts to be established later on the ground.
8. Detailed Procedure:
In order to minimize the number of blocks to be established, blocking shall be done as:
 - a. The X-axis shall coincide (tangent) with the southernmost point/corner of the project area while the Y-axis shall be tangent to the westernmost point/corner of the project area.
 - b. The point of origin (O) shall be determined by the intersection of the X and Y axes, which correspond to the east-west and north-south directions, respectively.
 - c. The width (X-axis) of each block will measure 200 meters per block while the longer axis (Y-axis) will have a length of 500 meters.
 - d. Assignment of block numbers shall be done following the left-right (west-east) then bottom-up (south-north) direction.
 - e. Whenever appropriate, blocks shall be established to cover other areas, which spans across a block.

3.4 Procurement and/or Production of Seedlings

1. Seedlings shall be potted, healthy, vigorous, and free from pests and diseases.
2. Seedlings shall have a minimum height of 0.40 meters and a maximum height of 0.80 meters from the root collar (same size category shall be planted together in the field to avoid intra-specific competition)
3. Procured/produced seedlings from other location shall be delivered at the project site at least one (1) month before out planting to acclimatize with the local site condition.
4. The species and quantity of seedlings required are included in Clause 16.

3.5 Plantation Establishment and Operation

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

and rhizomes, leaving approximately 2-meter-wide uncultivated strips between the cultivated strips.

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

2. Staking

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

3. Hole digging

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

4. Seedling transport

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

5. Planting

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

3.6 Plantation Maintenance

1. Ring weeding/Strip brushing/ spot cultivation, mulching and fertilizer application
 - a. Ring weeding and spot cultivation shall be approximately 50-cm radius around the seedling, uproot all roots and rhizomes and loosen the soil. If strip brushing, it shall be approximately 1 meter wide. Uproot all roots and rhizomes and loosen the soil.
 - b. Mulch is approximately 50-cm radius around the seedling; mulch thickness about 10-cm; remove mulch prior to ring weeding then replace after each ring weeding.
 - c. Fertilizer application frequency is as follows:

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

2. Replanting and fertilizer application
 - a. Replanting is required if survival rate is less than 90%.
 - b. Inventory should be done one month after out planting to determine the survival rate, then replanting should be done
 - c. Any additional replanting should be done during the next planting season.
 - d. To determine the survival rate, a 10 percent random sampling using the strip method will be done during the following dates:
 - i. about one month after planting; and
 - ii. at the end of the rainy season during year 1; and
 - iii. every maintenance that passes for the 2nd and 3rd year.
 - e. To boost the seedling growth, inorganic fertilizer shall be applied at the rate of 10 to 20 gm per seedling.
 - f. Fertilizer is applied by mixing it thoroughly with the soil used to fill up the holes or side dressed in drills at about 10 to 15 cm distance around the base of the seedling.
 - g. In steep areas, fertilizer should be side dressed on the upper and left or right sides of the seedling.
 - h. Most grassland soils are deficient in nitrogen and phosphorus; hence, nitrogen and phosphorus fertilizers or complete fertilizer should be applied.
 - i. Organic fertilizers such as compost, animal manure or green manure can also be used.

3.7 Plantation protection

1. Pest and disease detection and control
 - a. Inform the Watershed Area Team immediately of any possible signs/symptoms or outbreak of diseases.
 - b. Seedlings with evident attack of pest and presence of disease should be removed and replace with healthy and vigorous seedlings.

2. Patrol works
 - a. Foot patrolling should be conducted regularly to prevent and control any form of destruction to the plantation area.
 - b. Prepare and submit monthly patrol report and shall form part of the attachments every progress billing.
 - c. In case of *force majeure* events (i.e. typhoon, fire, etc.), a damage report (complete with a map showing the extent of the damage area, photo documentation and proposed rehabilitation plan) should be submitted to the Watershed Area Team within seven (7) days after its occurrence.

4. DOCUMENT TO BE SUBMITTED WITH THE BID/PROPOSAL FOR EVALUATION

- 4.1 Site inspection certificate to be signed by NPC's authorized Watershed Area Team personnel.

5. SOURCE OF MANPOWER/WORKFORCE

- 5.1 The Contractor's workforce in the conduct of these activities must comprise at least ninety (90%) percent local community residents.
- 5.2 The Contractor shall deploy a Project Manager (PM) or Site Supervisor, which is a graduate of Bachelor of Science in Forestry. Said PM or Site Supervisor shall supervise all aspects of the projects with close coordination with the project site WAT. PM should be present in the area at least 3 full working days per week to supervise/manage daily activities, payment of wages of laborers, supply deliveries, among others.

Labor Related Issues

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

6. PHOTO DOCUMENTATION

- 5.1 At least two (2) pictures / photographs with date indicated in one corner shall be taken before, during and after each activity.
- 5.2 The picture/photograph must be geotagged and shall be taken on the same spot to clearly distinguish the condition of area *before* the conduct of the activity, *during* the activity and *after* the activity.
- 5.3 Captions should be included for each picture stating the activity undertaken and its location
- 5.4

7. WORK PLAN/SCHEDULE

Package1

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												

	SCHEDULE											
	YEAR 1				YEAR 2				YEAR 3			
<i>SECOND 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. Production and/or procurement of seedlings												

	SCHEDULE											
	YEAR 1				YEAR 2				YEAR 3			
<i>THIRD 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. Trail construction												
2. Site preparation												
3. Staking												
4. Hole digging												
5. Seedling transport												
6. Planting												

	SCHEDULE											
	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. 1 st – 3 rd cycle ring weeding/spot cultivation												
2. Trail maintenance												
3. Replanting (if less than 80%												

survived)													
4. 1 st and 2 nd passes fertilizer application to planted and replanted seedlings													
5. Pest and disease detection and control													
6. Patrol works													

FIFTH PERIOD	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. 1 st cycle ring weeding cultivation													
2. Trail maintenance													
3. Fertilizer application													
4. Pest and disease detection and control													
5. Patrol works													

SIXTH PERIOD	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. 2 nd cycle ring weeding/spot cultivation													
2. Trail maintenance													
3. Replanting of seedlings													
4. Fertilizer application													
5. Pest and disease detection and control													
6. Patrol works													

SEVENTH PERIOD	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
1. 3 rd cycle ring weeding/spot cultivation												
2. Trail maintenance												

SEVENTH PERIOD	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
3. Pest and diseases detection and control												
4. Patrol works												

EIGHT PERIOD	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. 1 st cycle ring weeding/spotcultivation													
2. Fertilizer application													
3. Trail maintenance													
4. Pest and diseases detection and control													

5. Patrol works														
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<i>NINTH 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. 2nd cycle ring weeding/spot cult.												
2. Trail maintenance												
3. Replanting of seedlings												
4. Fertilizer application												
5. Pest and disease detection & control												
6. Patrol works												

<i>TENTH 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. 3rd cycle ring weeding/spot cult.												
2. Pest and disease detection & control												
3. Patrol works												

Package 2

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

<i>SECOND PERIOD</i>	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
1. Production and/or procurement of seedlings												

<i>THIRD PERIOD</i>	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
1. Trail construction												
2. Site preparation												
3. Staking												
4. Hole digging												
5. Seedling transport												



6. Planting														
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FOURTH PERIOD	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. 1 st – 3 rd cycle ring weeding/spot cultivation													
2. Trail maintenance													
3. Replanting (if less than 80% survived)													
4. 1 st and 2 nd passes fertilizer application to planted and replanted seedlings													
5. Pest and disease detection and control													
6. Patrol works													

FIFTH PERIOD	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. 1 st cycle ring weeding cultivation													
2. Trail maintenance													
3. Fertilizer application													
4. Pest and disease detection and control													
5. Patrol works													

SIXTH PERIOD	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	
2. 2 nd cycle ring weeding/spot cultivation													
2. Trail maintenance													
3. Replanting of seedlings													
4. Fertilizer application													
5. Pest and disease detection and control													
6. Patrol works													

	YEAR 1				YEAR 2				YEAR 3				
SEVENTH PERIOD	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	
2. 3 rd cycle ring weeding/spot cultivation													
2. Trail maintenance													
	YEAR 1				YEAR 2				YEAR 3				
SEVENTH PERIOD	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	
3. Pest and diseases detection and control													
4. Patrol works													



EIGHT PERIOD	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
	1	2	3	4	1	2	3	4	1	2	3	4
1.1 st cycle ring weeding/spotcultivation												
2. Fertilizer application												
3. Trail maintenance												
4. Pest and diseases detection andcontrol												
5. Patrol works												

NINTH PERIOD	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
	1	2	3	4	1	2	3	4	1	2	3	4
2. 2 nd cycle ring weeding/spot cult.												
2. Trail maintenance												
3. Replanting of seedlings												
4. Fertilizer application												
5. Pest and disease detection & control												
6. Patrol works												

TENTH PERIOD	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
	1	2	3	4	1	2	3	4	1	2	3	4
1.3 rd cycle ring weeding/spot cult.												
2. Pest and disease detection & control												
3. Patrol works												

8. PROJECT START UP

- 7.1 Upon issuance by NPC and acknowledgment of Contractor of the Notice to Proceed, the latter shall be allowed a maximum of seven (7) calendar days to mobilize his/her group/workforce.
- 7.2 The day one of 1st billing period, as stipulated in Annex “A” (Mode of Payments), shall be on the 8th day after acknowledgment of Notice to Proceed. However, said day one of the 1st billing period may be adjusted earlier depending on the readiness of the Contractor to start the project, in any case, the Contractor shall formally notify the end-user of exact date of their day one.
- 7.3 Before officially commencing work, the Contractor shall seek first a clearance from the Chairman of the *barangay* where the project is located.

9. ACCOMPLISHMENT REPORT

- 8.1 The Contractor shall submit an accomplishment report based on the activities completed for every progress-billing period.
- 8.2 The report shall contain information on how many laborers were utilized and the detailed accomplishment per day per activity. It may also include significant



experiences, problems encountered and recommendations for the improvement of the project implementation.

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

10. MODE OF PAYMENTS

- 9.1 The Contractor shall be paid on a progressive billing scheme in accordance with Annex "A" (Mode of Payments).
- 9.2 Payments to the Contractor shall be made only in response to the Request for Inspection and properly filled-up Notice of Progress Billing.
- 9.3 Payment schedule based on progress billing period shall be strictly followed.
- 9.4 The Mode of Payments shall be used as guide in determining the actual amount to be paid to the Contractor.

11. PROCESSING OF PAYMENT

- 10.1 Inspection Team shall be composed of the following:
- a. WAT's Senior Watershed Management Specialist
 - b. Watershed Management Department representative
 - c. Representative from NPC Internal Audit Dept., if any
 - d. Quality Assurance (QA) or equivalent from the respective NPC plants
 - e. A representative from the LGU shall serve as witness during the inspection of completed activities.
- 10.2 The contractor shall forward the following documents to the concerned Watershed Area Team to warrant inspection of completed activity to wit:
- a. Request for inspection
 - b. Notice of billing
 - c. Certification that the laborers hired were already paid for the services rendered and noted by the Barangay Chairman.
 - d. Pictures/photographs of before, during and after the activity
- 10.3 Upon receipt of the request for inspection and notice of billing, the Watershed Area Team will coordinate with Watershed Management Department – Head Office (WMD-HO) personnel and convene the Inspection Team to cause an inspection within ten (10) working days.
- 10.4 The contractor shall prepare two (2) sets of pictures of the completed activities as stated in the Scope of Works. (One set for payment purposes and the other set for file of the Area Team).

- 10.5 The Contractor shall be on site during the conduct of inspection and validation of completed activities.
- 10.6 Stratified random sampling with sampling intensity of 10% shall be the method of inspection for the activities under the 3rd period.
- 10.7 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.
- 10.8 If recommendation is for payment, the billing shall be processed, and payment remitted to the Contractor within the government mandated schedule.
- 10.9 If for rejection, the concerned Watershed Area Team shall notify the Contractor in writing within three (3) working days from receipt of the Inspection Report informing the latter of such fact and explaining the reasons thereof.
- 10.10 NPC shall have the right to suspend payments on the contract, or impose such conditions as may be appropriate, if the results of the inspection indicate that accomplishments are below targets as specified in the contract.
- 10.11 Suspension of payments, if imposed, shall be lifted until such time the Contractor overcomes any shortfall in performance. However, climatic factors shall be considered to permit the performance of such work. (e.g. planting/replanting if still rainy season).

12. RETENTION FEE

- 11.1 To further guarantee accomplishment of the contracted services/project targets, an amount equivalent to **10% of the total contract amount shall be retained by the Corporation as retention fee**.
- 11.2 Retention fee shall be disbursed to the Contractor upon satisfactory completion of the contracted services/project targets.
- 11.3 Satisfactory completion is quantified by the following parameters:
 - a. Ninety (90%) percent survival of the trees planted (including replanted) as validated by the Inspection Chart Mapping (ICM) to be conducted.
 - b. Protected from forest fire.
 - c. If portions of the plantation area were burned, the Contractor shall be allowed to conduct replacement planting, if climatic factors permit, to meet the total area planted and the required 90% survival.
 - d. If the percent survival of the established plantation is below Eighty percent (90%), the payment of the retention fee shall be proportionate to the determined percent survival to wit:

89% survival = 99% of the retention fee

88% survival = 98% of the retention fee

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

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

13. SUBCONTRACTING/ASSIGNMENT

- 12.1 Subcontracting or assigning, wholly or in part, the services/project contracted stated in Clause 3 (Scope of Work), is **prohibited**.
- 12.2 Any subcontracting agreement or assignment entered into in violation of this condition shall be considered **null and void**. NPC shall not be answerable for any or all claims brought against the subcontractor, by its workers or by third parties.
- 12.3 This prohibition does not cover the traditional practice of availing labor services, known as “pakyaw system” widely prevalent in the countryside.

14. PENALTY FOR DELAY

- 13.1 The contract consists of ten (10)-progress period, which shall be completed as scheduled. One quarter is equivalent to ninety(90) calendar days or 3 months. All activities included in each progress period shall be accomplished on or before its expiration.
- 13.2 The Contractor 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 progress period, for each calendar day of delay** until said activities included in that particular progress period is 100% completed. For this purpose, it is clear that penalty is on a per progress period basis and **not** only after the thirty-six-month duration has elapsed.
- 13.3 **Force majeure** shall refer to those events which could not be foreseen, or which though foreseen, were inevitable to make it impossible for the Contractor to carry out, in whole or in part, the obligations under the contract.
- 13.4 Delays caused by **force majeure** are not covered by the penalty. The following are cases of **force majeure**:
- a. Those due to human causes such as civil wars, armed invasion, revolution, rebellion, insurgency, riots, strikes, armed blockades, civil disturbance/disobedience and other analogous causes; and

- b. Those due to natural causes such as earthquakes, typhoons, storms, floods, prolonged drought, epidemics, and other similar phenomena.
- 13.5 In case of *force majeure*, the Contractor shall notify NPC and the Watershed Area Team in writing, **within seven (7) days** after its occurrence, describing the same and its effects upon the performance of the contract.
- 13.6 NPC shall, within **five (5) days** upon receipt of the notice, meet and decide on the most appropriate course of action to take under the circumstances, which may include **suspension of work** or **termination of the contract**.
- 13.7 In case of suspension of work, the contract may be extended for a period equivalent to that for which the contractor was prevented from performing the work if climatic factors still warrant the performance of such work.
- 13.8 In the event of termination, the contractor, upon receipt of the notice, shall take immediate steps to end the work in a prompt and orderly manner minimizing expenditures as far as practicable.
- 13.9 NPC shall not be liable to the Contractor except for work or services performed prior to the date of termination and for actual costs incurred in connection with the liquidation of work.
- 13.10 The Contractor shall turn over to NPC all records and documentation made as of the date of termination.

15. OTHER LIABILITIES

- 14.1 The Contractor shall be held liable and fully responsible to the safety and welfare of the "pakyaw" laborers contracted under this contract.
- 14.2 The Contractor is obliged to exercise due care so as not to endanger life and property in the vicinity of the Works where he operates in connection with this Contract. He shall be liable for all damages incurred in any manner by acts of negligence of his own, or his agents, employees, or workmen. In the event of minor accidents and/or more serious scenario such as fatal accidents, the Corporation shall not be held liable and is free from any financial obligations.
- 14.3 The Contractor shall be responsible for the strict compliance with the provision of the Philippine Laws affecting labor and operation of Work under the contract, including child labor related enactments, and other relevant rules. He shall also be responsible for the payment of all indemnities arising out of any labor accident which may occur in the execution of the Works and for which he may be responsible under Republic Act 3428, as amended, known as the Workmen's Compensation Law.
- 14.4 It is the responsibility of the Contractor for the strict compliance with the requirements of the Philippine Clean Air Act of 1999 (R.A. 8749) and Philippine Clean Water Act of 2004 (R.A. 9275). The Contractor shall be liable for any damages/destructions to the environment including penalties that will be imposed by the Department of Environment and Natural Resources (DENR) arising from non-compliance of the requirements thereof, in any manner by his acts or

negligence, or by his agents, employees, or workmen in the execution of the Works.

- 14.5 Payment of all forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the Contractor.
- 14.6 In general, the Contractor is totally responsible for the execution of the Works and therefore, takes upon himself all the technical, legal and economic risks and all obligations which could arise therefrom or connected therewith. The overall responsibility of the Contractor includes the responsibility for actions or omissions of his own personnel or by his agents, employees, or workmen.
- 14.7 The Contractor shall maintain presence in the area to supervise/manage during critical stages of the Project.

16. NON-COMPLIANCE

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

17. PROJECT PROFILE

Package 1

REFORESTATION

Sitio	:	
Barangay	:	Sugcad
Municipality	:	Malinao
Province	:	Albay

i. Area

Size	:	50 Hectares
Distance from nearest water source	:	100-300 meters
Distance from nearest Brgy. Road	:	1 km.
Climate Type	:	Type 2

Topography	: Moderate sloping
Soil Type/pH	: Sandy clay-clay loam
Vegetative Cover	: Secondary forest area with patches of shrubs/bush

ii. Implementation Strategy

Number of Required Potted Seedlings : 100,000 seedlings (inclusive of 20% mortality allowance)

Breakdown/ Distribution		
Species	Quantity	Height
1. Narra (<i>Pterocarpus indicus</i>)	35,000 pcs	0.40 m - 0.80 m
2. Kalantas (<i>Toona kalantas</i>)	30,000 pcs	0.40 m - 0.80 m
3. Dao (<i>Dracontomelondao</i>)	20,000 pcs	0.40 m - 0.80 m
4. Ogob (<i>Artocarpus Camansi Blanco</i>)	10,000 pcs	0.40 m - 0.80 m
5. Pili (<i>Canarium ovatum</i>)	5,000 pcs	0.40 m - 0.80 m
TOTAL:	100,000 pcs.	

Planting Scheme Spacing: 2 mx 3 m

iii. Manpower Availability

No. of Peoples' Organization	: 2
Estimated available workforce	: 150-200

Package 2

AGROFORESTRY

Sitio	:	
Barangay	:	Obi, Sulong, and Balumbong
Municipality	:	Caramuran, San Miguel and Bato

Province : **Catanduanes**

i. Area

Size : 50 Hectares
 Distance from nearest water source :
 Distance from nearest Brgy. Road : 1km.
 Climate Type : Type 2
 Topography : Moderately sloping
 Soil Type/pH : Sandy clay-clay loam
 Vegetative Cover : Grassland area with patches of shrubs/bushes with rocky portion

ii. Implementation Strategy

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

Breakdown/ Distribution		
Species	Quantity	Height
1. Guyabano (<i>Annona muricata</i>)	9,375 pcs	0.40 m - 0.80 m
2. Nangka (<i>Artocarpus heterophyllus</i>)	9,375 pcs	0.40 m - 0.80 m
3. Cacao (<i>Theobroma cacao</i>)	9,375 pcs	0.40 m - 0.80 m
4. Pili (<i>Canarium ovatum</i>)	9,375 pcs	0.40 m - 0.80 m
TOTAL	37,500 potted Seedlings	

Planting Scheme Spacing : 4m x 4m

iii. Manpower Availability

No. of Peoples' Organization : 2
 Estimated available workforce : 150-200

18. MEASUREMENT FOR PAYMENT

Measurement for payment for the reforestation and agroforestry works will be based on the conditions stipulated in Section 9 of this specifications and Annex "A" – Mode of Payments of completed works and accepted by NPC.

Payment shall cover all costs for furnishing labor, seedlings, fertilizers, tools, consumables and other incidentals as described in the Technical Specifications required to complete the work.

MODE OF PAYMENTS**Rehabilitation through Contract Reforestation/Agroforestry
of Watershed Areas under NPC Jurisdiction***

Payment No.	Nature of Payment	Basis/Indicator of Payment	Date Due/ Year	Total Cost Percentage
Year 1				
1	1st Progress Billing	<ul style="list-style-type: none"> → Perimeter surveying → Mapping of the refo site → Blocking of the area (in map) → Monumenting/marking of corners 	Quarter 1	10.00% (Less 10% retention fee) 9.00%
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 0.40 meter 	Quarter 2	10.00% (Less 10% retention fee) 9.00%
			can be waived by a 100% seedling procurement	
3	3rd Progress Billing	<ul style="list-style-type: none"> → Trail construction → Strip brushing → Staking → Hole digging → Seedling transport/hauling → Planting → Minimum 80% seedling survival 	Quarter 3	12.00% (Less 10% retention fee) 10.80%
4	4th Progress Billing	<ul style="list-style-type: none"> → 1st-2nd cycle ring weeding/ spot cultivation → Trail maintenance → Replanting of seedlings → 1st-2nd passes 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"> → 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"> → Pest and diseases detection and control → Patrol works 	Quarter 2	
6	6th Progress Billing	<ul style="list-style-type: none"> → 3rd cycle ring weeding, spot cultivation → Replanting of seedlings → Fertilizer application (1st pass) → Trail maintenance → Pest and diseases detection control → Patrol works Minimum 80% seedling survival 	Quarter 3	7.50% (Less 10% retention fee) 6.75%
7	7th Progress Billing	<ul style="list-style-type: none"> → 4th cycle ring weeding/spot cultivation → Pest and diseases detection and control → Fireline maintenance → Trail maintenance → Patrol works → Minimum 80% seedling survival 	Quarter 4	7.50% (Less 10% retention fee) 6.75%

Year 3				
8	8th Progress Billing	→ Trail maintenance → Pest and diseases detection and control → Patrol works Minimum 80% seedling survival	Quarter 1	15.00% (Less 10% retention fee)
		→ Pest and diseases detection and control → Patrol works	Quarter 2	13.50%
9	9th Progress Billing	→ 5th cycle ring weeding/spot cultivation → Fertilizer application (2nd pass) Trail maintenance → Replanting of seedlings → Pest and diseases detection and control → Patrol works Minimum 80% seedling survival	Quarter 3	7.50% (Less 10% retention fee) 6.75%
10	10th & Final Payment	→ 6th cycle of ring weeding/spot cultivation → Trail and fireline maintenance → Pest and diseases detection control → Patrol works Minimum 80% seedling survival	Quarter 4	7.50% (Less 10% retention fee) 6.75%
11	Release of Retention	→ 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		10.00%

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

TERMS OF REFERENCE (TOR)

VEGETATIVE REHABILITATION

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 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

ARTICLE 3. 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
- 1.3 Map should be drawn/plotted on an A3-size paper and submitted with shapefile to reflect the following.
 - 1.3.1 Contour
 - 1.3.2 Blocking
 - 1.3.3 Non-Plantable area
 - 1.3.4 Planting Layout (baseline, strips)
 - 1.3.5 Offset area (if any)

- 1.4 Technical description and remarks for every point shall be clearly indicated in the map duly signed by a forester/geodetic engineer.
- 1.5 The target area (in hectare) for reforestation should be based on the approved contract/UC-EC Plan. Non-plantable areas such as rocky portions, vegetated area, rivers, road networks, steep ridges/ravines, water logged areas, among others shall not be included in the target area that will be planted. In such cases, the contractor shall provide for the additional areas preferably adjacent to the prescribed project site in order to complete the required area for planting.

Section 2. *Monumenting/Marking of Corners*

For contiguous and non-contiguous areas:

PVC pipe (orange) with 10cm (4-inch) diameter and height of 60cm filled with concrete and 30 cm exposed shall be installed on all corners of the project sites perimeter. Corner points shall be identified using coordinates in UTM format 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.
 - 3.1.1 For contiguous area:
 - o Block into 10-hectare areas with dimensions of 200 X 500 meters with the short and long ends following the east-west and north-south directions, respectively.
 - 3.1.2 For non-contiguous area:
 - o Block into 5-hectare areas with dimensions of 200 X 250 meters.
 - o Below 5 hectares, total gross area shall be computed and be treated as a block.
 - 3.1.3 Each block shall be assigned a unique block identification to establish its identity.
- 3.2 Blocking posts using PVC pipes (orange) with 5 cm (2-inch) diameter and height of 100cm filled with concrete and 50 cm exposed shall be installed on all corners of the block. Coordinates of corner points shall be in UTM format to be engraved/etched on each PVC pipe. The corresponding assigned number for each block is marked on that side of the post.
- 3.3 Blocking activity using PVC pipe posts in its prescribed dimension shall be done prior to planting.
- 3.4 Detailed Procedure:
 - 3.4.1 In order to minimize the number of blocks to be established, blocking shall be done as:

- 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.
- 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.
- The width (X-axis) of each block will be 200 meters while the length (Y-axis) will be 500 meters.
- Assignment of block numbers shall be done following the left-right (west-east) then bottom-up (south-north) direction (Annex "B") illustration on block assignment).

Section 4. Procurement and/or Production of Seedlings

- 4.1 Seedlings shall be potted, healthy and free from pests and diseases.
- 4.2 Seedlings shall have a minimum and a maximum height as shown in the Annex "F" (Project Profile).
- 4.3 Procured/produced seedlings from other location shall be delivered at 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 "F" (Project Profile).

Section 5. Plantation Establishment and Operation

5.1 Site preparation

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

5.2 Staking

- 5.2.1 Staking shall follow the prescribed spacing.
- 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.

5.3 Hole digging

5.3.1 The hole size (diameter) shall be 2 inches bigger than the potted seedling.

5.3.2 The hole depth shall be enough in such a way that the root collar of the planted seedling is level with the ground.

5.4 Seedling transport

5.4.1 Seedlings shall be carefully transported to the planting site to avoid damage / injury.

5.5 Planting

5.5.1 Planting shall start at the onset of the rainy season (usually after one or two heavy rains).

5.5.2 For potted seedlings, the plastic containers shall be carefully removed to avoid breakage of the earthball.

5.5.3 Removed plastic bags shall be placed on top of the stakes to serve as location markers and shall be disposed properly by the contractor after inspection.

5.5.4 Soil shall be filled into the spaces (putting the topsoil first), then tamped around firmly to prevent the seedling from tilting.

5.5.5 A Plantation register must be maintained on site. A copy of which must be submitted as billing attachment for accomplishments where planting and/or replanting is required.

Section 6. Plantation Maintenance

6.1 Ring weeding/ spot cultivation, mulching and fertilizer application

6.1.1 Ring weeding and spot cultivation shall be approximately 50-cm in radius around the seedling.

6.1.2 Apply mulch approximately 50-cm radius around the seedling (if applicable).

6.1.3 Ring weeding and fertilizer application frequency shall follow the prescribed schedule

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

6.2 Replanting and fertilizer application

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

Section 7. Plantation protection

7.1 Pest and disease detection and control

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

7.2 Patrol works

- 7.2.1 Foot patrolling should be conducted regularly after the establishment of the plantation to prevent and control any form of destruction to the plantation area.
- 7.2.2 Prepare and submit monthly patrol report and shall form part of the attachments every progress billing.
- 7.2.3 In case of *force majeure* events (i.e. typhoon, fire, etc.), a damage report (complete with a map showing the extent of the damage area, photo documentation and proposed rehabilitation plan) should be submitted to the Watershed Area Team within seven (7) days after its occurrence.

ARTICLE 4. SOURCE OF MANPOWER/WORKFORCE

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

ARTICLE 5. PHOTO DOCUMENTATION

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

ARTICLE 6. WORK PLAN/SCHEDULE

ACTIVITY

SCHEDULE

	YEAR 1				YEAR 2				YEAR 3			
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
FIRST PERIOD												
1. Perimeter Surveying	■											
2. Mapping of the refo site	■											
3. Monumenting of corners	■											
4. Blocking of the area	■											
SECOND PERIOD												
1. Production and/or procurement of seedlings	■	■										
THIRD PERIOD												
1. Trail construction			■									
2. Site preparation			■									
3. Staking			■									
4. Hole digging			■									
5. Seedling transport			■									
6. Planting			■									
FOURTH PERIOD												
1. 1 st – 2 nd cycle ring weeding/spot cultivation				■								
2. Trail maintenance				■								
3. Replanting (if less than 90%)				■								

survived)																			
4. Fertilizer application to planted and replanted seedlings																			
5. Pest and disease detection and control																			
6. Patrol works																			
FIFTH PERIOD																			
1. Trail maintenance																			
2. Pest and disease detection and control																			
3. Patrol works																			
SIXTH PERIOD																			
1. 3 rd cycle ring weeding/spot cultivation																			
2. Trail maintenance																			
3. Replanting of seedlings																			
4. Fertilizer application																			
5. Pest and disease detection and control																			
6. Patrol works																			
SEVENTH PERIOD																			
1. 4 th cycle ring weeding/cultivation																			
2. Trail maintenance																			
3. Replanting of seedlings																			
4. Pest and disease detection and control																			
5. Patrol works																			
EIGHT PERIOD																			
1. Trail maintenance																			
2. Pest and disease detection & control																			
3. Patrol works																			
NINETH PERIOD																			
1. 5 th cycle ring weeding/spot cult.																			
2. Trail maintenance																			
3. Replanting of seedlings																			
4. Fertilizer application																			
5. Pest and disease detection & control																			
6. Patrol works																			
TENTH/FINAL PERIOD																			
1. 6 th cycle ring weeding/spot cult.																			
2. Trail maintenance																			
3. Replanting of seedlings																			
4. Pest and disease detection & control																			
5. Patrol works																			

ANNEX "C"

GENERAL TERMS and CONDITIONS

1. PROJECT START UP

- 1.1 Upon issuance by NPC and acknowledgment of Contractor of the Notice to Proceed, the latter shall be allowed a maximum of seven (7) calendar days to mobilize his/her group/workforce.
- 1.2 The day one of 1st billing period, as stipulated in Annex "B" (Mode of Payments), shall be on the 8th day after acknowledgment of Notice to Proceed. However, said day one of the 1st billing period may be adjusted earlier depending on the readiness of the Contractor to start the project, in any case, the Contractor shall formally notify the end-user of exact date of their day one.
- 1.3 Before officially commencing work, the Contractor shall seek first a clearance from the Chairman of the *barangay* where the project is located.

2. ACCOMPLISHMENT REPORT

- 2.1 The Contractor shall submit an accomplishment report based on the activities completed for every progress-billing period.
- 2.2 The report shall contain information on how many laborers were utilized and the detailed accomplishment per day per activity. It may also include significant experiences, problems encountered and recommendations for the improvement of the project implementation.
- 2.3 The report shall be attached to the notice of billing and request for inspection for every completed activity per progress-billing period.

3. MODE OF PAYMENTS

- 3.1 The Contractor shall be paid on a progressive billing scheme in accordance with Annex "B" (Mode of Payments).
- 3.2 Payments to the Contractor shall be made only in response to the Request for Inspection and properly filled-up Notice of Progress Billing.
- 3.3 Payment schedule based on progress billing period shall be strictly followed.
- 3.4 The Mode of Payments shall be used as guide in determining the actual amount to be paid to the Contractor.

4. PROCESSING OF PAYMENT

- 4.1 Inspection Team shall be composed of the following:
 - 4.1.1 WAT's Senior Watershed Management Specialist
 - 4.1.2 Watershed Management Department representative
 - 4.1.3 Finance representative from respective NPC plants
 - 4.1.4 Quality Assurance (QA) or equivalent from the respective NPC plants

- 4.1.5 A representative from the LGU shall serve as witness during the inspection of completed activities.
- 4.2 The contractor shall forward the following documents to the concerned Watershed Area Team to warrant inspection of completed activity to wit:
 - 4.2.1 Request for inspection
 - 4.2.2 Notice of billing
 - 4.2.3 Certification that the laborers hired were already paid for the services rendered and noted by the Barangay Chairman.
 - 4.2.4 Pictures/photographs of before, during and after the activity
- 4.3 Upon receipt of the request for inspection and notice of billing, the Watershed Area Team will coordinate with the Inspection Team to cause an inspection within ten (10) working days.
- 4.4 The contractor 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).
- 4.5 The Contractor shall be on site during the conduct of inspection and validation of completed activities.
- 4.6 Stratified random sampling with sampling intensity of 10% shall be the method of inspection for the activities under the 3rd period.
- 4.7 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.
- 4.8 If recommendation is for payment, the billing shall be processed and payment remitted to the Contractor within the government mandated schedule.
- 4.9 If for rejection, the concerned Watershed Area Team shall notify the Contractor in writing within three (3) working days from receipt of the Inspection Report informing the latter of such fact and explaining the reasons thereof.
- 4.10 The Corporation shall have the right to suspend payments on the contract, or impose such conditions as may be appropriate, if the results of the inspection indicate that accomplishments are below targets as specified in the contract.
- 4.11 Suspension of payments, if imposed, shall be lifted until such time the Contractor overcomes any shortfall in performance. However, climatic factors shall be considered to permit the performance of such work. (e.g. planting/replanting if still rainy season)

5. RETENTION FEE

- 5.1 To further guarantee accomplishment of the contracted services/project targets, an amount equivalent to **10% of the total contract amount shall be retained by the Corporation as retention fee.**
- 5.2 Retention fee shall be disbursed to the Contractor upon satisfactory completion of the contracted services/project targets.
- 5.3 Satisfactory completion is quantified by the following parameters:

5.3.1 Ninety (90%) percent survival of the trees planted (including replanted) as validated by the Inspection Chart Mapping (ICM) to be conducted.

5.3.2 Protected from forest fire

5.3.3 If portions of the plantation area were burned, the Contractor shall be allowed to conduct replacement planting, if climatic factors permit, to meet the total area planted and the required 90% survival.

5.3.4 If the percent survival of the established plantation is below ninety percent (90%), the payment of the retention fee shall be proportionate to the determined percent survival to wit:

89% survival = 99% of the retention fee

88% survival = 98% of the retention fee

87% survival = 97% of the retention fee

86% survival = 96% of the retention fee

85% survival = 95% of the retention fee

84% survival = 94% of the retention fee

83% survival = 93% of the retention fee

82% survival = 92% of the retention fee

81% survival = 91% of the retention fee

80% survival = 90% of the retention fee

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

6. SUBCONTRACTING/ASSIGNMENT

6.1 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**.

6.2 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.

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

7. PENALTY FOR DELAY

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

7.2 The Contractor 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 progress period, for each calendar day of delay** until said activities included in that particular progress period is 100% completed. For this purpose, it is clear that penalty is on a per

progress period basis and **not** only after the thirty-six-month duration has elapsed.

- 7.3 **Force majeure** shall refer to those events which could not be foreseen, or which though foreseen, were inevitable to make it impossible for the Contractor to carry out, in whole or in part, the obligations under the contract.
- 7.4 Delays caused by **force majeure** are not covered by the penalty. The following are cases of **force majeure**:
 - 7.4.1 Those due to human causes such as civil wars, armed invasion, revolution, rebellion, insurgency, riots, strikes, armed blockades, civil disturbance/disobedience and other analogous causes; and
 - 7.4.2 Those due to natural causes such as earthquakes, typhoons, storms, floods, prolonged drought, epidemics, and other similar phenomena.
- 7.5 In case of **force majeure**, the Contractor 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.
- 7.6 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**.
- 7.7 In case of suspension of work, the contract may be extended for a period equivalent to that for which the contractor was prevented from performing the work if climatic factors still warrant the performance of such work.
- 7.8 In the event of termination, the contractor, upon receipt of the notice, shall take immediate steps to end the work in a prompt and orderly manner minimizing expenditures as far as practicable.
- 7.9 The Corporation shall not be liable to the Contractor except for work or services performed prior to the date of termination and for actual costs incurred in connection with the liquidation of work.
- 7.10 The Contractor shall turn over to the Corporation all records and documentation made as of the date of termination.

8. OTHER LIABILITIES

- 8.1 The Contractor shall be held liable and fully responsible to the safety and welfare of the "pakyaw" laborers contracted under this contract.
- 8.2 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.

9. NON-COMPLIANCE

- 9.1 The Contractor shall be held responsible for failure of the project because of negligence, non-satisfactory performance or abandonment. The Contractor shall pay all costs, which may be attributed to the non-conformance, until such time the area is turned

over to NPC. In this case, if climatic factor still permits, the contract shall be awarded to the next ranked eligible bidder following the conditions stated in R. A. 9184 or the "Government Procurement Reform Act".

10. PERFORMANCE SECURITY/ BOND

10.1 To guarantee the faithful performance of the Contract, the Contractor shall post a performance security which is penal in nature and in accordance with the following:

10.1.1 Acceptable forms of the bond and corresponding amount (any or combination)

10.1.1.1 Cash – five percent (5%) of the total contract price.

10.1.1.2 Manager's or Cashier's Check – five percent (5%) of the total contract price.

10.1.1.3 Irrevocable Standby Letter of Credit (ISLOC) – 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.

10.1.1.4 Surety Bond issued by the Government Service Insurance System (GSIS)

10.1.1.4.1 Thirty percent (30%) of the total contract price

10.1.1.4.2 Surety bond should contain the following conditions:

i. The bond is a penal bond and callable on demand.

ii. The entire amount of the bond shall be forfeited in favor of the obligee upon default of the contractor.

iii. 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.

10.2 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 thereunder.

10.3 It shall remain in full force and effect until completion of the scope of work and all the accomplishments are accepted by the obligee.

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

(Bid Price Schedule)

SECTION VII

SCHEDULE OF REQUIREMENTS

SECTION VII – SCHEDULE OF REQUIREMENTS

**Section VII - SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)**

ITEM No.	DESCRIPTION	QTY.	UNIT	UNIT PRICE OF SERVICES TO BE RENDERED		TOTAL PRICE
				Unit Price of Services (Php)	Value Added Tax & other taxes (Php)	[c x (e + f)]
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1.0	REFORESTATION (Brgy. Sugcad, Malinao, Albay) 50 HAS.	1	LOT			
2.0	AGROFORESTATION (Brgy. Obi, Sulong and Balumbong, Caramuran, San Miguel and Bato, Catanduanes) 50 HAS.	1	LOT			
TOTAL BID AMOUNT (Php)						

Name of Bidder : _____
 Authorized Representative : _____
 Signature of Representative: _____

Note: Bid Price must be supported with detailed cost estimates



SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

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Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders**A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:****1. ELIGIBILITY DOCUMENTS****a. (CLASS A)**

- PhilGEPs Certificate of Registration and Membership under Platinum Category (all pages) in accordance with Section 8.5.2 of the Revised IRR of RA. 9184;

Note: The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated

- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (NPCSF-GOODS-02)
- The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (NPCSF-GOODS-03) complete with the following supporting documents:

1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

(The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.

It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.)

- Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to the ABC (NPCSF-GOODS-04) or a Committed Line of Credit (CLC) at least equal to ten percent (10%) of the ABC, issued by a Universal or Commercial Bank; If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.

b. (CLASS B)

- For Joint Venture (if applicable), any of the following:

- Valid Joint Venture Agreement (NPCSF-GOODS-05)

OR

- Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract

2. Technical Documents

- Bid Security, any one of the following:

- Bid Securing Declaration (NPCSF-GOODS-06c)

OR

- Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;

OR

Standard Form No: NPCSF-GOODS-01

- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
- Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - For Sole Proprietorship:
 - Special Power of Attorney
 - For Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Documents to be submitted with the Bid/Proposal as specified in Clause TS-4.0 of Section VI - Technical Specifications
- Complete eligibility documents of the proposed subcontractor, if any

B. THE 2ND ENVELOPE (FINANCIAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

- Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08)
- Duly signed and completely filled-out Schedule of Requirement (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.

CONDITIONS:

1. Each Bidder shall submit Two (2) copies of the first and second components of its Bid, marked Original and photocopy. Only the original copy will be read and considered for the bid. Any misplaced document outside of the Original copy will not be considered. The photocopy is ONLY FOR REFERENCE. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
2. In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.
These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).
3. A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-02

List of All Ongoing Government and Private Contracts Including Contract Awarded But Not Yet Started

Business Name : _____
 Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion or Contract Duration/ Date of Delivery	Value of Outstanding Works / Undelivered Portion
			Description	%		
Government						
Private						
Total Cost						

The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.

Note : This statement shall be supported with the following documents for all the contract(s) stated above which shall be submitted during Post-qualification:

1. Contract/Purchase Order and/or Notice of Award
2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-03

The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

- Notes: 1. The bidder must state only one (1) Single Largest Completed Contract (SLCC) similar to the contract to be bid.
 2. Supporting documents such as any of the following: Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice for the contract stated above shall be submitted during Bid Opening.

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement for the immediately preceding calendar year are:

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

NFCC = P _____

Herewith attached is certified true copy of the audited financial statement, stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding calendar year.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between: _____, of legal age, *(civil status)* _____, authorized representative of _____ and a resident of _____.

- and -

_____, of legal age, *(civil status)* _____, authorized representative of _____ a resident of _____.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Bidding and Undertaking of the hereunder stated Contract of the **National Power Corporation**.

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1. _____	P
2. _____	P

That both parties agree to be jointly and severally liable for their participation in the Bidding and Undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative/s of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contract until terminated by both parties.

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____ 2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the [name of project] (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at _____ (hereinafter called "the Bank" are bound unto National Power Corporation (hereinafter called "the Entity") in the sum of [amount in words & figures as prescribed in the bidding documents] for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPs registration certificate within the prescribed period; or
- 4) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
 - a) fails or refuses to execute the Contract; or
 - b) fails or refuses to submit the required valid JVA, if applicable; or
 - c) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate its demand, provided that in his demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the four (4) conditions stated above.

The Guarantee will remain in force up to 120 days after the opening of bids or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) _____ (hereinafter called "the Principal") and (Name of Surety) _____ of (Name of Country of Surety) _____, authorized to transact business in the Philippines (hereinafter called "the Surety") are held and firmly bound unto National Power Corporation (hereinafter called "the Employer") as Obligee, in the sum of (amount in words & figures as prescribed in the bidding documents), callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____ 20 _____

WHEREAS, the Principal has submitted a written Bid to the Employer dated the _____ day of _____ 20 _____, for the _____ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPs registration certificate within the prescribed period; or
- 4) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
 - d) fails or refuses to execute the Contract; or
 - e) fails or refuses to submit the required valid JVA, if applicable; or
 - f) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

Standard Form Number: NPCSF-GOODS-06b
Page 2 of 2

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

NAME(S) AND TITLE(S) _____ NAME(S) _____

SEAL _____ SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION AND AGROFORESTRY PROJECTS AT THE TIWI WATERSHED AREAS (PR NO. HO-TWT24-001)

To: **National Power Corporation**
 BIR Road cor. Quezon Ave.
 Diliman, Quezon City

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of R.A. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my hand this ____ day of ____ 20____ at _____, Philippines.

*[Name and Signature of Bidder's Representative/
 Authorized Signatory]
 [Signatory's legal capacity]
 Affiant*

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

¹ Select one and delete the other. Adopt same instruction for similar terms throughout the document.

Standard Form No: NPCSF-GOODS-07

Omnibus Sworn Statement (Revised)

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. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee

(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. 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 of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

To: **THE PRESIDENT**
National Power Corporation
BIR Road cor. Quezon Ave.
Diliman, Quezon City

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF REFORESTATION AND AGROFORESTRY PROJECTS AT THE TIWI WATERSHED AREAS (PR NO. HO-TWT24-001)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to supply and deliver the goods and perform other services, if required within the contract duration and in accordance with the scope of the contract specified in the Schedule of Requirements and Technical Specifications.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Bid Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of [Name of Bidder]*_____ has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name of Project]*_____ of the National Power Corporation *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the [Name of Bidder]*_____ to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for *[Name of Project]*_____ of the National Power Corporation.

We acknowledge that failure to sign each and every page of this Bid Letter, including the attached Schedule of Requirements (Bid Price Schedule), shall be a ground for the rejection of our bid.

[name and signature of authorized signatory]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____
[name of bidder]