



National Power Corporation
REQUEST FOR QUOTATION
(SMALL VALUE PROCUREMENT - 53.9)

21 NOVEMBER 2023

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **HO-MWA24-002** Ref. No. **SVP231103-NA00360 (SVP3)** and submit the same in a sealed envelope to be dropped in the designated drop box at the Bids and Contracts Services Division (BCSD), Ground Floor, Diliman, Quezon City on or before **09:30 A.M. of 07 December 2023.**

The following documents must be submitted together with your quotation:

1. PhilGEPS Registration, whichever is applicable:

For Platinum Members:

2. Valid and Updated Certificate of PhilGEPS Registration (This should include the attached "Annex A"). In case the Mayor's Permit in the said Annex "A" is expired, a valid/updated Mayor's Permit must also be submitted.

For Red or Blue Members:

- a. Valid Mayor's Permit showing the expiry date
- b. PhilGEPS Registration Number;

3. Other documents: Site Inspection issued by the authorized Watershed Area Team representative. In addition, **please refer to the attached Terms of Reference (TOR)**

Additional Documentary Requirements, if applicable:

- Omnibus Sworn Statement (use attached Form) (For Total ABC of Above PhP 50,000);
- Latest Income Tax Return / Business Tax Return (For Total ABC of Above PhP 500,000);
- Professional License/Curriculum Vitae (for Consulting Services only);
- PCAB License (for INFRA Projects only);

In case of a failed bidding, a re-bidding maybe conducted without prior notice to any previous bidder(s).

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

Very truly yours,


ATTY. MELCHOR P. RIDULME

Vice President, Office of the Legal Counsel and
Chairman, Bids and Awards Committee



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Republic of the Philippines
NATIONAL POWER CORPORATION

**TERMS OF REFERENCE
ALTERNATIVE MODE OF PROCUREMENT
(SMALL VALUE PROCUREMENT - 53.9)**

1. **Scope of Works:** PR NO. HO-MWA24-002 / REF NO. SVP231103-NA00360 (SVP3)
For the **ENRICHMENT PLANTING (VEGETATIVE REHABILITATION)**

PR Item	DESCRIPTION	QTY.	ABC (PhP)
1	ENRICHMENT PLANTING (VEGETATIVE REHABILITATION)*	1 LOT	995,025.00
GRAND TOTAL			995,025.00

**Additional Terms (17 pages) of Reference is attached.*

APPROVED BUDGET FOR THE CONTRACT: PHP 995,025.00

2. **Contract Duration**

The project shall commence immediately upon issuance of Notice to Proceed and shall be completed within three (3) years.

3. **Project Site**

The project site is within the Mt. Makiling Forest Reserve with an area of thirty (30) hectares only. The supplier shall report to NPC-Makban Watershed Area Team, Brgy. Bitin, Bae, Laguna.

4. **Bid Submission**

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

5. **Late Bids**

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

6. **Bid Prices**

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

7. **Bid Price Validity**

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

8. **Eligibility Criteria**

- a. Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.

- b. From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Lowest Calculated Bid (LCB).

9. Detailed Evaluation and Comparison of Bids

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

10. Post-qualification

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

- Mayor's Permit, PhilGEPS Registration, Omnibus Sworn Statement, Latest Income Tax Returns as indicated in the Request for Quotation

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

11. Total Contract Price

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

12. Notice to Supplier

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

13. PO Effectivity

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

14. Mode of Payment and Schedule of Fund Release

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

15. Warranty

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

16. Liquidated Damages

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

17. Liability of the Supplier

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

18. Disclosure of Relations

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

19. Administrative Sanctions

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

20. Reservation Clause

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

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

**SUPPLIER'S BID QUOTATION
(SMALL VALUE PROCUREMENT - 53.9)**

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-MWA24-002**. I agree with the conditions of the TOR and offer the following supplies with specific description:

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	UNIT PRICE (Php)	TOTAL PRICE (Php)
1	ENRICHMENT PLANTING (VEGETATIVE REHABILITATION)	1 LOT		
TOTAL BID PRICE				

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

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

TERMS OF REFERENCE (TOR)

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. PROJECT LOCATION AND CONTRACT DURATION

The project site is within the Mt. Makiling Forest Reserve, _____ with an area of **Thirty (30) Hectares** only.

Contract duration shall be for:

- **THREE (3) YEARS** reckoned from the contract effectivity as specified in the Notice to Proceed (NTP).

ARTICLE 3. COVERAGE

- 3.1 Perimeter surveying and mapping
- 3.2 Monumenting/Marking of corners
- 3.3 Blocking of the project area
- 3.4 Production and/or procurement of seedlings
- 3.5 Plantation establishment and operation
- 3.6 Plantation Maintenance
 - 3.6.1 Ring weeding/cultivation and fertilizer application
 - 3.6.2 Replanting and fertilizer application
- 3.7 Plantation Protection
 - 3.7.1 Fireline Construction
 - 3.7.2 Fireline Maintenance
 - 3.7.3 Pest and disease detection and control
 - 3.7.4 Foot patrol works

ARTICLE 4. SCOPE OF WORK

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

- 1.1 Boundary shall be delineated using GPS instruments.
- 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 its 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 on a duly signed map by a *licensed 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, waterlogged 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 to complete the required area for planting.

Section 2. Monumenting/Marking of Corners

For contiguous and non-contiguous areas:

PVC pipes (orange), 10 cm (4-inch) in diameter and with height of 60 cm, filled with concrete shall be installed in all corners of the perimeter with the bottom half or 30 cm of it buried below ground and the other half or 30 cm of it exposed or above ground. A 24-inch 9mmØ RSB shall serve as concrete reinforcement inside the pipe. The opposite ends of the RSB shall be bent or looped 2-inches from the tip.

The corresponding UTM coordinates of each corner must be completely engraved or etched on the surface of the PVC.

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 length of 100cm filled with concrete shall be installed on all corners of the block. Each post shall be thrust down to the ground leaving half or 50 cm exposed or above ground. Coordinates of corner points shall be in UTM format and 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 To minimize the number of blocks to be established, blocking shall be done as:

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

5.1.2 Each strip must have a width of 1 meter.

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.

5.4.2 The use of containers such as sacks, basket (kaing, wooden boxes, etc must not injure or damage the seedlings.

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	2 passes (quarter 1 & 3) 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
- 6.2.2 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 Fireline construction

- 7.1.1 The 10-meter wide fireline shall be free from cogon, grasses & other undesirable vegetation.
- 7.1.2 Fireline shall be constructed by clearing an area with a width of 10 meters around the plantation.
- 7.1.3 If there are trees either premium or lesser-known species (LKS) that will obstruct the 10-meter wide fireline; these trees shall be protected and avoided to be cut.

7.2 Fireline Maintenance

- 7.2.1 The 10-meter wide fireline shall be maintained by regular clearing and removing all undesirable vegetation that are highly combustible especially during dry months. It is essential that the fireline is maintained to prevent wildfire from crossing the established plantation

7.3 Pest and disease detection and control

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

7.4 Patrol works

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

ARTICLE 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 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 6. PHOTO DOCUMENTATION

- 6.1. 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.
- 6.2 The picture/photograph shall be taken on the same spot to clearly distinguish the condition of the area *before* the conduct of the activity, *during* the activity and *after* the activity.

ARTICLE 7. WORK PLAN/SCHEDULE

ACTIVITY	SCHEDULE											
	YEAR 1				YEAR 2				YEAR 3			
FIRST 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. 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/strip brushing			█									
3. Staking			█									
4. Hole digging			█									
5. Seedling transport/hauling			█									
6. Planting			█									
FOURTH PERIOD												
1. 1 st - 2nd cycle ring weeding/spot cultivation				█								
2. Trail maintenance				█								
3. Replanting of seedlings				█								
4. 1-pass fertilizer application				█								
5. Pest and diseases detection and control				█								
6. Patrol works				█								
FIFTH PERIOD												

ARTICLE 8. PROJECT START UP

- 8.1 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.
- 8.2 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.
- 8.3 Before officially commencing work, the Contractor shall seek first a clearance from the Chairman of the *barangay* where the project is located.

ARTICLE 9. ACCOMPLISHMENT REPORT

- 9.1 The Contractor shall submit a monthly accomplishment report based on the activities completed for every progress-billing period.
- 9.2 The Contractor shall submit a narrative accomplishment report based on the activities completed for every progress-billing period. This report shall contain information on how many laborers were utilized and the detailed accomplishment per day per activity. It may also include significant experiences, problems encountered and recommendations for the improvement of the project implementation. The monthly accomplishment reports must also be attached as Annexes of
- 9.3 The report shall be attached to the notice of billing and request for inspection for every completed activity per progress-billing period.

ARTICLE 10. MODE OF PAYMENTS

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

ARTICLE 11. PROCESSING OF PAYMENT

- 11.1 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.
- 11.2 The contractor shall forward at least two (2) sets* of 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. Narrative Accomplishment Report (Progress Billing Accomplishment Report)
 - d. Certification that the laborers hired were already paid for the services rendered and noted by the Barangay Chairman.
 - e. Pictures/photographs of before, during and after the activity
- * Note: 1 copy for WAT and 1 copy for Payment Purposes
- 11.3 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.
- 11.4 The contractor shall submit at least two (2) sets of documents specified in 11.2 as stated in the Scope of Works. (One set for payment purposes and the other set for file of the Area Team).
- 11.5 The Contractor shall be on site during the conduct of inspection and validation of completed activities.
- 11.6 The sampling method and sampling intensity to be employed during inspection shall be determined by the concerned WAT. This must be subsequently explained to the Contractor and Inspection Team prior to the inspection.
- 11.7 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.
- 11.8 If recommendation is for payment, the billing shall be processed, and payment remitted to the Contractor within the government mandated schedule.
- 11.9 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.
- 11.10 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.

- 11.11 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).

ARTICLE 12. RETENTION FEE

- 12.1 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.
- 12.2 Retention fee shall be disbursed to the Contractor upon satisfactory completion of the contracted services/project targets.
- 12.3 Satisfactory completion is quantified by the following parameters:
- a. Ninety (90%) percent survival of the trees planted (including replanted) as validated by the WAT.
 - 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 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
- 12.4 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.

ARTICLE 13. SUBCONTRACTING/ASSIGNMENT

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

- 13.2 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.
- 13.3 This prohibition does not cover the traditional practice of availing labor services, known as "pakyaw system" widely prevalent in the countryside.

ARTICLE 14. PENALTY FOR DELAY

- 14.1 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.
- 14.2 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.
- 14.3 *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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.

- 14.8 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.
- 14.9 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.
- 14.10 The Contractor shall turn over to NPC all records and documentation made as of the date of termination.

ARTICLE 15. OTHER LIABILITIES

- 15.1 The Contractor shall be held liable and fully responsible to the safety and welfare of the "pakyaw" laborers contracted under this contract.
- 15.2 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 scenarios such as fatal accidents, the Corporation shall not be held liable and is free from any financial obligations.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.

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

ARTICLE 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".

ARTICLE 17. PROJECT PROFILE

I. Location

Barangay : within the Mt. Makiling Forest Reserve
Municipality :
Province : Laguna

II. Area

Size : 30 hectares
Dist. from Nearest Water Source : Approx. 1000 meters
Dist. from Nearest Brgy Road : Approx. 1000 meters
Climate Type : Type IV
Topography : Slopy/Rolling
Soil Type : Loamy
Vegetative Cover : Brush/Shrubs/Grass/Sparse trees

III. Implementation Strategy

Number of Required Seedlings : 12,000
(Exclusive of 20% mortality allowance)

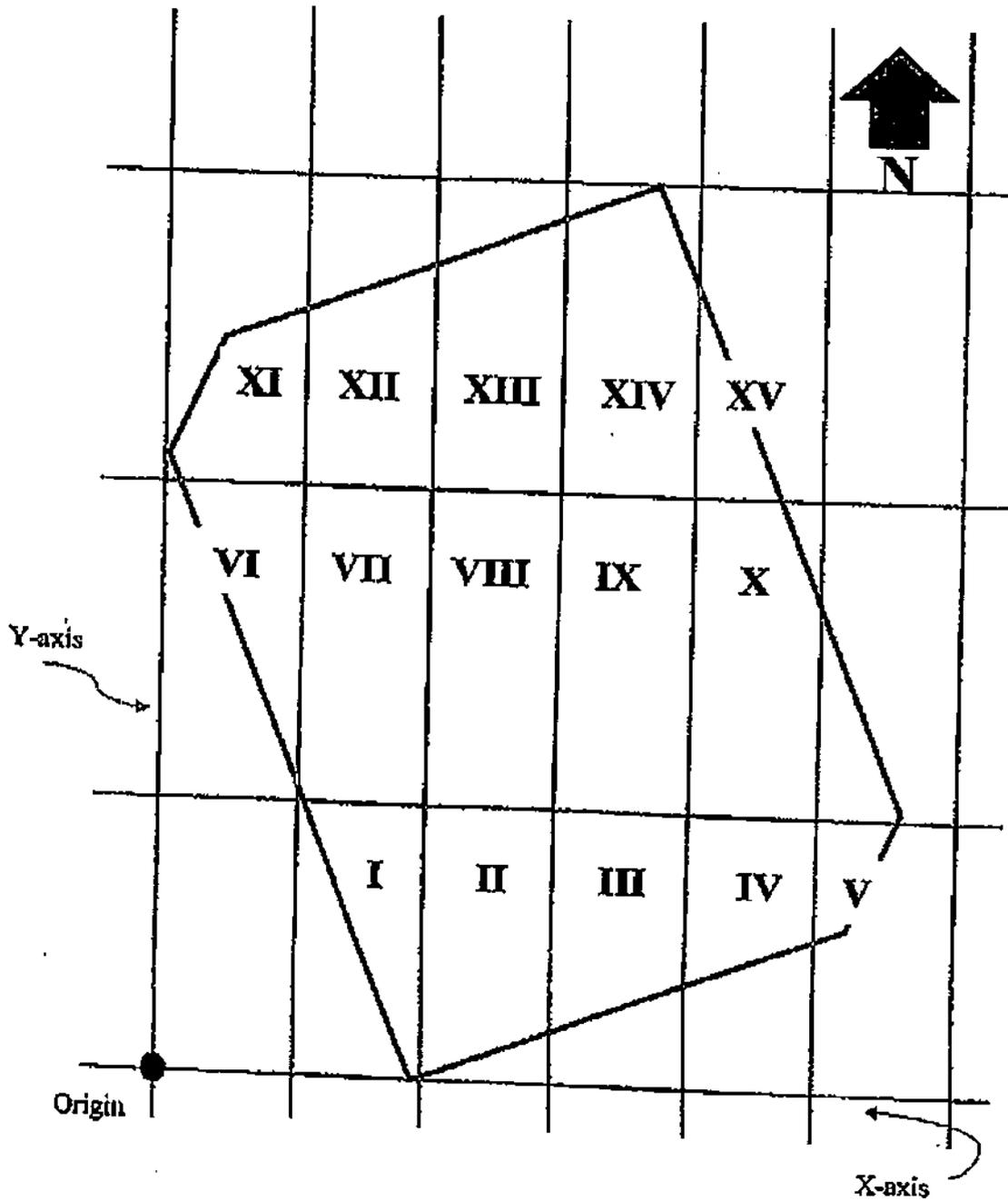
Choice of Species : At least Five (5) hardwood indigenous tree species suitable and/or common in the area or equivalent species available during the planting season. Choice of species shall be agreed upon or approved by the Watershed Area Team.

Planting Scheme Spacing: 5m x 5m

Mandpower Availability

Estimated available workforce: 20

SAMPLE ILLUSTRATION OF BLOCKING



Distance between vertical lines along X-axis : 200 m.
Distance between horizontal lines along Y-axis: 500 m.
Assignment of Block Numbers :

W-E (Left to Right)
S-N (Bottom-Up)

CONTRACTOR'S LETTERHEAD WITH LOGO

(Date)

Mr. EMMANUEL A. UMALI
Manager
Watershed Management Department

REQUEST FOR INSPECTION

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

- Activity No. 1 _____ (u/m)
- Activity No. 2 _____ (u/m)
- Activity No. 3 _____ (u/m)
- Activity No. 4 _____ (u/m)
- Activity No. 5 _____ (u/m)

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

Thank you.

Contractor
(Signature over printed name)
Designation

cc: _____
Section Chief
_____ Watershed Area Team

Contract No.:

CONTRACTOR'S LETTERHEAD WITH LOGO

Watershed Area Team : _____
Progress Bill No. _____
Contractor: _____
Date: _____

NOTICE OF PROGRESS BILLING

This is to bill the Makiling-Banahaw Watershed Area Team - Watershed Management Department - National Power Corporation, the total amount of (amount in words) (Php _____) for the services rendered under Contract No. _____ Establishment of ten (10) hectares Reforestation Plantation at Makiling-Banahaw Watershed Area.

Activities accomplished and the corresponding bill amounts are stated hereunder:

ACTIVITY	TARGET	ACCOMPLISHED	PERCENT COMPLETION	BILL AMOUNT
TOTAL AMOUNT				

CONTRACTOR
 (Signature over printed name)
 Designation

Contract No.:

MODE OF PAYMENTS

SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF THE 10 HECTARES REFORESTATION PROJECT (UC-EC PLAN 10_J.O. NO. A003734) AT MAKBAN WATERSHED RESERVATION

PR NOS. NO-MWA22-005

Payment No.	Nature of Payment	Basis/Indicator of Payment	Date Due/ Year	Total cost Percentage
Year 1				
1	1st Progress Billing	Perimeter survey Mapping of the refo site Monumenting/ marking of corners Staking of the area	Quarter 1	10.00% (Less the 10% retention fee) 9.00%
2	2nd Progress Billing	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 1-2 Can be waived by a 100% seedling procurement	10.00% (Less the 10% retention fee) 9.00%
3	3rd Progress Billing	Trail construction Strip brushing Staking Hole digging Seedling transport/hauling Planting Minimum 90% seedling survival	Quarter 3	12.00% (Less retention fee) 10.80%
4	4th Progress Billing	1 st - 2nd cycle ring weeding/ spot cultivation Trail maintenance Replanting of seedlings 1-pass fertilizer application Pest and diseases detection and control Patrol works	Quarter 4	8.00% Less 10% retention fee) 7.20%
Year 2				
5	5th Progress Billing	Trail maintenance Fireline construction Fireline maintenance Pest and diseases detection and control Patrol works Minimum 90% survival rate	Quarter 1-2	15.00% (Less retention fee) 13.50%
6	6th Progress Billing	3rd cycle ring weeding/ spot cultivation Replanting of seedlings Fertilizer application (1 pass) Trail Maintenance Pest and diseases detection and control Patrol works Minimum 90% survival rate	Quarter 3	7.50% (Less 10% retention fee) 6.75%

MODE OF PAYMENTS**SUPPLY OF LABOR AND MATERIALS FOR THE ESTABLISHMENT, MAINTENANCE AND PROTECTION OF THE 10 HECTARES REFORESTATION PROJECT (UC-EC PLAN 10_I.Q. NO. A003764) AT MAKBAN WATERSHED RESERVATION**

PR NOS. HO-MWA22-005

7	7 th Progress Billing	4 th cycle ring weeding/ spot cultivation Replanting of seedlings Fireline Maintenance Trail Maintenance Pest and diseases detection and control Patrol works Minimum 90% survival rate	Quarter 4	7.50% (Less 10% retention fee) 6.75%
YEAR 3				
8	8 th Progress Billing	Trail maintenance Fireline maintenance Pest and diseases detection and control Patrol works Minimum 90% survival rate	Quarter 1-2	15.00% (Less 10% retention fee) 13.50%
9	9 th Progress Billing	6 th cycle ring weeding/ spot cultivation Fertilizer application (pass) Trail maintenance Replanting of seedlings Pest and diseases detection and control Patrol works Minimum 90% survival rate	Quarter 3	7.50% (Less 10% retention fee) 6.75%
10	Final payment	6 th cycle ring weeding/spot cultivation Trail maintenance Replanting of seedlings Fireline maintenance Pest and diseases detection and control Patrol works Minimum 90% survival rate	Quarter 4	7.50% (Less 10% retention fee) 6.75%
Release of Retention		The plantation is properly maintained and protected against forest/wild fire The plantation has 90% survival based on final count Certificate of Final Acceptance issued		≤10.00% (dependent to percentage of survival)

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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]