CONTRACT FOR THE SUPPLY OF DRINKING WATER FOR THE TEMPORARY QUARANTINE FACILITIES AT THE NATIONAL GOVERNMENT ADMINISTRATIVE CENTER, NEW CLARK CITY

THE PUBLIC IS INFORMED:

This Contract is executed between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended with office address at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, herein represented by its President and CEO, VIVENCIO B. DIZON, who is duly authorized for this purpose by under BCDA Board Resolution No. 2020-12-134, Series of 2020, as evidenced by Secretary's Certificated dated 12 January 2021, hereto attached as Annex "A", and made an integral part hereof, and hereinafter referred to as "BCDA";

and

AQUA 76, with business address at 88 Aqua 76 Building, Florida St., Green Meadows Subdivision, Mabalacat City, Pampanga, and herein represented by its Sole Proprietor, **RICARDO S. BALATBAT,** hereinafter referred to as the "**SUPPLIER**".

Individually referred to as "Party" and collectively "Parties"

ANTECEDENTS:

In line with the National Action Plan for COVID-19 pandemic and in conformity with Resolution No. 16, dated 30 March 2020 of the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) directing all local government units (LGUs) and government-owned and controlled corporations (GOCCs) to identify their respective government facilities that may be temporarily converted into isolation or quarantine facilities to address the COVID-19 Pandemic in the country, BCDA has identified the facilities at the South Tower of the New Clark City National Government Administrative Center (NCC NGAC) Government Building to be converted into temporary quarantine and medical treatment facilities to accommodate the Confirmed COVID-19 cases (with mild symptoms) from Clark, nearby provinces and other places in the country.

On 31 March 2020, BCDA received a letter from the IATF-EID approving the use of facilities in Clark Freeport Zone and New Clark City as isolation or quarantine facilities for positive COVID-19 patients with mild symptoms and suspected and probable patients and instructed to hasten the completion of the necessary works to use the facilities as soon as possible.

In view of the constant rise of COVD-19 cases within Region 3 (particularly in Pampanga and Tarlac), there is a need to further extend the use of the Quarantine Facilities for the period of 6 months. To facilitate the need to support the health care workers and Confirmed COVID-19 patients (with mild symptoms), BCDA conducted Negotiated Procurement (under Emergency Cases) pursuant to the Section 53 (b) of Republic Act (RA) No. 9184 and Section 53.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA 9184 following the Republic

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Act No. 11494 or the Bayanihan to Recover as One Act (Bayanihan 2) for the selection of a service provider which will cater to the afore-cited need of BCDA. Under RA No. 11494, the GPPB, in its Resolution No. 18-2020, approved the use of the relevant procedure and requirements under the GPPB Circular no. 01-2020 dated 06 April 2020 for the procurement of general support services, which includes non-personal or contractual services and related or analogous services, Infrastructure Projects, Consulting Services covered under Bayanihan 2.

The SUPPLIER agrees to provide a supply a purified drinking water to BCDA for the patients, medical personnel and support personnel at the temporary quarantine facilities at the National Government Administrative Center (NGAC), New Clark City, Capas, Tarlac.

By virtue of the authority given by the BCDA Board under Resolution No. 2020-12-134 to the Business Development Department (BDD) as end user, a Notice of Award was issued to the SUPPLIER.

ACCORDINGLY, the Parties hereto agree as follows:

I. RESPONSIBILITIES OF THE SUPPLIER:

- 1.1. Supply BCDA purified drinking water in five (5) gallon containers, for a maximum number of fifty (50) containers per day which may vary depending on BCDA's actual consumption.
- 1.2. Guarantee the quality of drinking water delivered to BCDA. In this connection, it shall cause the laboratory testing of the drinking water is supplies to BCDA at least once a month, at its expense. The result of said tests shall be furnished to BCDA.
- 1.3. Provide and maintain five (5) water dispensers to BCDA free of charge as necessity requires.
- 1.4. Inspect and check the installed water dispensers on a monthly basis.

II. RESPONSIBILITIES OF BCDA:

- 2.1. Exercise due, proper, and prudent care of the water dispensers.
- 2.2. Use only water containers supplied by the SUPPLIER.
- 2.3. Check the condition of the water dispensers upon delivery. BCDA shall immediately inform the SUPPLIER of any defect or damaged condition of the water dispenser verbally or in writing within twenty-four (24) hours from receipt thereof. In such case, the SUPPLIER shall replace the said water dispensers within twenty-four (24) hours from receipt of such notice without additional costs, to BCDA.
- 2.4. Maintain and take proper care of each water container after every delivery.

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- 2.5. Maintain and take proper care of each hot and cold water dispenser.
- 2.6. BCDA may conduct independent test on the drinking water supplied by the SUPPLIER, the cost of which shall be charged to the SUPPLIER.

III. CONSIDERATION

For all the services to be rendered by the SUPPLIER, BCDA shall pay FORTY PESOS and 00/100 (PhP 40.00) for each 5-gallon container, inclusive of value-added tax.

IV. MANNER OF PAYMENT

BCDA shall pay the SUPPLIER for the supply and delivery of water containers based on the number of water containers consumed/supplied and upon submission by the SUPPLIER of acceptable documents to BCDA (invoice, statement of account and delivery receipts, and other documents that may be required by BCDA). Payment shall be made by BCDA twice a month, preferably at the 15th and 30th day of each month.

V. DOCUMENTS FORMING PART OF THE CONTRACT

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Contract, to wit:

- (a) Technical Specifications:
- (b) General and Special Conditions of the Contract;
- (c) Eligibility Requirements, documents and/or statements;
- (d) Notice of Award of Contract and Bidder's conforme thereto;
- (e) Omnibus Sworn Statement; and
- (f) Other contract documents that may be required by existing laws and by BCDA.

VI. TERMINATION

BCDA reserves the right to terminate this Contract for any reason/s whatsoever by serving a ten (10)-day notice to the SUPPLIER.

VII. FORCE MAJEURE.

The SUPPLIER shall not be liable for termination by reason of default if and to the extent that its delay in performance or failure to perform its obligations under the Contract is the result of a *force majeure*.

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For purposes of this Contract, the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Party could not have foreseen, or which though foreseen, was inevitable. It shall not include causes the effects of which could have been avoided with the exercise of reasonable diligence by the Party. Such events may include, but not limited to, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions and other analogous causes.

If force majeure situation arises, the SUPPLIER shall promptly notify BCDA in writing of such conditions and the cause thereof. Unless otherwise directed by the BCDA, the SERVICE PROVIDER shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by *force majeure*.

VIII. LIQUIDATED DAMAGES

The SERVICE PROVIDER obliges itself to perform and complete all services specified in this Contract. Should the SERVICE PROVIDER fail to satisfactorily provide and deliver the Services hereunder within the time fixed in this Contract, liquidated damages shall be paid to BCDA in an amount equal to one-tenth of one percent (1/10 of 1%) of the applicable rate provided in Section 4 hereof. If the cumulative amount of liquidated damages reached ten percent (10%) of the total amount to be paid to the SERVICE PROVIDER in this Contract, it shall cause BCDA to rescind this Contract, without prejudice to other courses of action and remedies open to it.

IX. REPRESENTATION AND WARRANTIES.

The Parties hereby warrant that they have not offered or given, and shall not offer or give to, any employee, agent or representative of either Party, any gift, favor, or gratuity, with a view towards securing any business from one another, or influencing such persons with respect to the terms, conditions or performance of this Contract.

X. SETTLEMENT OF DISPUTES.

The Parties agree to resolve any dispute that may arise between them with respect to this Agreement through good faith and amicable negotiation. Should it be inevitable for the Parties to go to court, the venue shall be the proper court of Taguig City to the exclusion of other courts of equal jurisdiction.

XI. NOTICES.

Any notice, approval, authorization or request required or permitted to be given or made under this Contract shall be made in writing, and shall be deemed duly given or made when it shall have been delivered by hand or sent by registered mail to the Party for whom it is intended at the said Party's address.

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Page 4 of 7

XII. AMENDMENTS.

Any amendments, modification or supplement to the terms and conditions of this Contract shall be effective only if made in writing and mutually agreed upon by the parties.

XIII. CONFIDENTIALITY.

The SERVICE PROVIDER shall, by itself or through its representatives, hold and maintain confidential all information which may come into its possession, or knowledge in connection with the Contract or in the course of the performance of its services, and not to make use thereof other than for the purpose of the Contract.

The SERVICE PROVIDER undertakes that it shall make appropriate instructions to its employees or agents to strictly observe the confidentiality of any information acquired or obtained during the performance of the Services.

The obligation of the SERVICE PROVIDER under this Section shall remain effective even beyond the termination of this Contract.

XIV. ENTIRE AGREEMENT

The Contract and its annexes/attachments contains the entire agreement between the Parties with respect to the leased premises and supersedes and renders void any and all agreements and undertakings, oral and/or written, previously entered between the parties covering the leased premises. This Contract may not hereafter be modified or altered except by instrument in writing duly signed by the parties hereto.

XV. BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of the Parties and their lawful successors and assigns.

XVI. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

XVII. NON-WAIVER OF RIGHTS

The failure of one party to insist upon the strict performance of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right/remedy that the said party may have nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, or covenants. No waiver by one party of any of its rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by the party concerned.

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Page **5** of **7**

XVIII. HEADINGS

The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

All captions herein are intended solely for the convenience of the Parties, and none shall be deemed to affect the meaning or construction of nay provision hereof,

XIX. GOVERNING LAW

This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

XX. EFFECTIVITY

This Contract shall take effect on 01 January until 30 June 2021, unless sooner terminated as provided for in paragraph VI hereof.

SIGNED BY THE PARTIES (onin
BASES CONVERSION AND DEVELOPMENT AUTHORITY By: VIVENCIO B DIZON President and Chief Executive Off Business Development Department	
BCDA IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	
S	igned in the Presence of

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Page 6 of 7

ACKNOWLEDGMENT

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BEFORE ME, a Notary Public for an in aguig City , personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE		
VIVENCIO B. DIZON	PIN MASSPORT SOO ILST TOL	31 AUG 7017/ DRG MONILO		
RICARDO S. BALATBAT				

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they represent.

SIGNED AND SEALED on _____APR 27 2021 ____in __Taguig City

Doc No. 376; Page No. 070; Book No. 177; Series of 2021.



Atty SheryN Joy L. Calayan-Medina Notary Public for the City of Taguig Notarial Commission No. 40 Unit Dec. 31, 2021 Roll No. 69275

IBP No. 135024 / 15 Dec 2020 / Manila IV PTR No. A-5063223 / 04 Jan 2021 / Taguig MCLE Compliance No. VI-0013968





SECRETARY'S CERTIFICATE

Republic of the Philippines) Taquiq City

I, ELVIRA V. ESTANISLAO, of legal age, being the Corporate Secretary of the Bases Conversion and Development Authority (BCDA), with office address at the 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taquig City, do hereby certify that on the occasion of the 577th BCDA Board Meeting held on 16 December 2020 with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

Resolution No. 2020-12-134

Resolve, as it is hereby resolved, that the authority of BCDA to enter into direct negotiation with the NGAC Phase 1 Joint Venture for the lease of the 6,525 sq.m. area at the NGAC Government Building - South Tower and fifty (50) rooms at the NGAC Residences and with the service providers for the logistical requirements (laundry services, drinking water and catering services) for the Temporary COVID-19 Quarantine Facility for confirmed (with mild symptoms) patients and health care workers' residences at New Clark City for the contract period 01 January - 30 June 2021 following GPPB Circular 01-2020 pursuant to RA 11494 or the Bayanihan to Recover as One Act be, as it is hereby APPROVED.

Resolve further, as it is hereby further resolved, that the authority of the Business Development Department (BDD) (end-user) to directly negotiate or conduct procurement activities be, as it is hereby APPROVED.

Resolve further, as it is hereby further resolved, that the inclusion of the lease and logistical requirements for the aforementioned Temporary COVID-19 Quarantine Facility in the CY 2021 Annual Procurement Plan be, as it is hereby APPROVED.

Resolve finally, as it is hereby finally resolved, that the authority of the President and CEO to sign the Notice of Award (NOA), Notice to Proceed (NTP), contracts and other relevant documents for and on behalf of BCDA be, as it is hereby APPROVED.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 8th day of January 2021.

ELVIRA V. ESTANISLAO Corporate Secretary

TAGUI BUBSCRIBED AND JAN 12 2021 SWORN to before this me , Philippines, by Atty. ELVIRA V. ESTANISLAO who exhibited to me her Passport No. P6212014A, issued at the City of Manila on 28 February 2018 and valid until 27 February 2028.

Doc. No. Page No. Book No. Series of 202

Purpose: Documentary purposes SC2021-004

Notary Public for Taguig, Roll No. 36248 Commision No. 43 Until 31 Dec. 2020 PTR. No. 4325791/01.02.20/ Mandaluyong City IBP Lifetime Member No. 013895/06.02.15/ RSM MCLE Compliance No. VI-0007875 /04.14.22/ 3/F Bonifacio Technology Center 31st Street Corner 2nd Avenue Crescent Park West Global City Taguig City, Philippines

ATTY. EDUARDO P. BAROT

Commission No. 3 until 31 Dec. 22 PTR No. 4578428/01.04.21/ Mandaluyong City

P.O. Box 42, Taquiq Post Office Taguig City, Philippines



Office of the Corporate Board Secretariat YB2021 - 0007

Page 1 of BCDA Corporate Center Bonifacio Technology Center 2nd Ave. Bonifacio Global City. Taquig City 1634 Philippines



YB2021-0007

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION

SUPPLY AND DELIVERY OF DRINKING WATER FOR THE FOR THE TEMPORARY QUARANTINE FACILITIES AT THE NATIONAL GOVERNMENT ADMINISTRATIVE CENTER, NEW CLARK CITY

A. RATIONALE

On 16 March 2020, President Rodrigo Roa Duterte issued Proclamation No. 929 (s. 2020) declaring a State of Calamity throughout the Philippines for a period of six (6) months or up to 12 September 2020, and imposed an Enhanced Community Quarantine ("ECQ") throughout Luzon due to COVID-19, starting 17 March 2020 until 12 April 2020. The President likewise enjoined all government agencies to render full assistance and cooperation and mobilize the necessary resources to undertake critical, urgent, and appropriate response measures to curtail and eliminate the threat of COVID-19.

Since the number of confirmed COVID-19 cases continued to rise, the ECQ over Luzon was extended up to 30 April 2020, and upon recommendation of the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF), the President further extended the ECQ in high risk areas, including the National Capital Region (NCR) and Central Luzon until 15 May 2020. Despite the Modified Enhanced Community Quarantine (MECQ) implemented starting 16 May 2020 in the NCR, Central Luzon and other parts of the country, the number in the number of COVID-19 cases in the country has remained high.

The IATF issued a Resolution directing all local government units and government-owned and-controlled corporations (GOCCs) to identify the facilities that may be temporarily utilized as isolation or quarantine facilities.

The NGAC Facilities were among those identified by BCDA that may be temporarily converted into a Temporary Treatment and Monitoring Facility (TTMF) for confirmed COVID-19 patients (with mild symptoms) from Clark and nearby provinces. As a TTMF, BCDA identified the need for drinking water for the consumption of patients, healthcare workers and other assigned support personnel at the NGAC Facilities.

On 11 September 2020, the President signed the Republic Act No. 11494 or the "Bayanihan to Recover As One Act" (Bayanihan 2) in view of the unabated spread of the COVID-19 virus and the ensuing economic disruption therefrom. Section 4(u) of Bayanihan 2 exempts specific procurement projects related to the COVID-19 response from the coverage of RA No. 9184.

To ensure the seamless implementation of the procurement provisions under RA No. 11494 or the Bayanihan 2, the Government Procurement and Policy Board ("GPPB Board"), in its Resolution No. 18-2020, approved the use of the relevant procedure and requirements under GPPB Circular No. 01-2020 dated 6 April 2020 for the procurement of general support services, which includes non-personal or contractual services and related or analogous services, Infrastructure Projects, and Consulting Services covered under the Bayanihan 2.

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B. GENERAL SPECIFICATIONS

- The SUPPLIER shall supply BCDA purified drinking water in five (5) –gallon containers, for a maximum number of **fifty (50) containers** per day which may vary depending on the consumption of patients, health care workers and other support personnel detailed at the COVID-19 TTMF at the NGAC Government Building at New Clark City;
- 2. Provide and maintain fifteen (15) units of hot and cold water dispensers at places in the TTMFs designated by BCDA at no cost to BCDA.
- 3. The SUPPLIER shall guarantee the quality of the drinking water delivered to BCDA. In this connection, it shall cause the laboratory testing of the drinking it supplies to the TTMF at least once a month, at its expense. The result of said tests shall be furnished to BCDA.

Other terms and conditions of acceptability:

- 4. The SUPPLIER shall inspect and check the installed water dispensers on a monthly basis. Upon written request, provide BCDA with additional water dispensers free of charge as necessity requires.
- 5. BCDA shall notify the SUPPLIER on the actual number of water containers to be delivered (Order List) at least a day prior to delivery, which shall be based on the number of patients, health care workers and other support personnel present.
- The SUPPLIER must be able to adjust on the changes in orders (additional/ subtractive) in case of emergency admission and/or mass discharge. Due notice shall be given by BCDA for any increase or decrease in the number of water containers.
- 7. The SUPPLIER must be flexible to the requirements of BCDA and must be readily available on call 24/7.

C. MANNER OF PAYMENT AND COST

- 1. The SUPPLIER shall bill BCDA twice a month, preferably at the 15th and 30th day of each month, and will be paid upon submission of an accomplishment report, other supporting documents and statement of billing indicating the actual water container deliveries for the period covered.
- 2. Quantity and approved budget for the Contract shall be based on the following:

			APPROVED BUDGET		
PARTICULARS	QUANTITY	UNIT	UNIT COST	TOTAL COST	
DRINKING WATER, purified, 5 gallons per container (round)	50	container	40.00	2,000.00	
	362,000.00				

D. EFFECTIVITY AND DURATION OF THE CONTRACT

- The Contract term shall be for a duration of 181 days or from 01 January 30 June 2021. The Contract shall take effect upon the issuance of the Notice to Proceed (NTP) and shall remain in full force and effect until all requirements have been delivered according to the signed Contract.
- 2. If the Contract is not renewed prior to its expiration (30 June 2021), the SUPPLIER reserved the right to either stop temporarily the service without prior notice to BCDA.
- 3. BCDA has the power to terminate the Contract at any given time, as it may deem necessary on the basis of performance on account at reports received from patients, healthcare workers and support personnel.

GENERAL CONDITIONS OF THE CONTRACT

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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

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.

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 VII (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

- 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.
- 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.

SPECIAL CONDITIONS OF THE CONTRACT

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GCC Clause							
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	Delivery and Documents –						
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:						
	The delivery terms applicable to this Contract are delivered at the New Clar City NGAC South Tower. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.						
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).						
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Facility Head Nurse / Medical Personnel at the time of delivery.						
	Incidental Services –						
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:						
	Select appropriate requirements and delete the rest.						
	 performance or supervision of on-site assembly and/or start-up of the supplied Goods; 						
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;						
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;						
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and						
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.						
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.						

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its

		performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
		The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
		Intellectual Property Rights –
		The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2	.2	The terms of payment shall be as indicated in the Contract.
4	4	The inspections and tests that will be conducted as indicated in the Contract.

ELIGIBILITY REQUIREMENTS

BIR Form No. 2303 Revised July 1997



OCN ____4RG0001399845

CERTIFICATE OF REGISTRATION

TIN

NAME

REGISTRATION DATE

761-668-998-000

AQUA 76 CO.

01/23/2020

REGISTERED ADDRESS

88 FLORIDA ST GREEN MEADOWS SUBD MABIGA MABALACAT CITY

PAMPANGA 2010

REGISTERED ACTIVITY(IES)

TAX TYPE

INCOME TAX

REGISTRATION FEE

PERCENTAGE TAX - QUARTERLY

TRADE NAME

LINE OF BUSINESS / INDUSTRY

AQUA76

5239 OTHER RETAIL SALE IN SPECIALIZED STORES

REMIND	ers: Filin	IG OF REC	UIRED TA	K RETURN	S TO CONFORM WITH ABOVE TAX TYPES W	ITH OR WITHOUT OPERATION TO AVOID PENALTIES
9 billionid or	INCOL	NE TAX	CHARLES, DECREE	el kaledalisti s	WITHHOLDING TAX EXPANDED	WITHIN 30 DAYS FROM REGISTRATION DATE
SINGLE PR	OPRIETOR	CORP/PA	IRT/ASSN	0619E	- 10th day of the following month	THE FOLLOWING SHOULD BE ACCOMPLISHED
17)1Q	170	12Q	1601EQ	- Last day of the month after the close of each Qtr	BOOKS OF ACCOUNTS
1st Otr	May 15	1st Qtr	May 30	1604E	- March 1	AUTHORITY TO PRINT INVOICES/RECEIPTS
2nd Qtr	2nd Qtr Aug 15 2nd Qtr Aug 29		Aug 29	Addition of the	WITHHOLDING TAX COMPENSATION	
3rd Qtr	Nov 15	3rd Qtr	Nov 29	1601C	- 10th day of the following month	RENEWAL OF ANNUAL REGISTRATION ANNUAL REGISTRATION FEE-
1701	Apr 15	1702	Apr 15	1604CF	- January 31	ON OR BEFORE JANUARY 31 USING BIR FORM 0505
e sundruse i	V/	17	STATE SERVICE	(A)001-W 2018	PERCENTAGE TAX	STANDARD RESIDENCE SECURE AND THE RESIDENCE PROPERTY OF THE PR
2550M - 20th day of the following month		2951Q	- on or before the 25th day after the and	IMMEDIATELY INFORM THIS DISTRICT OFFICE IN CASE OF TRANSFER		
2550Q - 25	2550Q - 25th day after the close of each Qtr		C STERNA CESS	of each tenable querter	CESSATION OF REGISTRATION OR OTHER CONCERNS BY HUME FORM 1908	



I HEREBY CERTIFY THAT THE ABOVE NAME PERSON IS REGISTERED AS INDICATED ABOVE UNDER THE PROVISIONS OF THE NATIONAL INTERNAL REVENUE CODE AS AMENDED.

MARY ANN V. CANARE OIC-REVENUE DISTRICT OFFICER

ELAINED. CRUZ CHIEF, CLIENT SUPPORT SECTION

THIS CERTIFICATE MUST BE EXHIBITED CONSPICIOUSLY IN THE PLACE OF BUSINESS

KEPUBLIKA NG PILIPINAS KAGAWARAN IG PANANALAPI KAWANIH ANG PANANALAPI KAWANIH ANG PANANAS REPUBLIKAN NO 04 REPUBLIKAN NO 14

Form No. 2303 Revised July 1997

OCN 4RC0000876000

CERTIFICATE OF REGISTRATION

TIN

NAME

REGISTRATION DATE

122-939-939-001

BALATBAT, RICARDO SOTTO

5/22/2015

REGISTERED ADDRESS

88 FLORIDA ST GREEN MEADOWS SUBD MABIGA MABALACAT CITY

PAMPANGA 2010

REGISTERED ACTIVITY(IES)

TAX TYPE

REGISTRATION FEE

TRADE NAME

LINE OF BUSINESS / INDUSTRY

AQUA 76

5239 OTHER RETAIL SALE IN SPECIALIZED STORES

REMINDERS:

- RENEWAL OF ANNUAL REGISTRATION FEE ON OR BEFORE JANUARY 31 USING BIR FORM 0605.
- FILING OF REQUIRED TAX RETURN/S TO CONFORM WITH THE ABOVE TAX TYPE/S, WHETHER WITH OR WITHOUT BUSINESS OPERATION, TO AVOID PENALTIES.
- ♦ IMMEDIATELY INFORM THIS DISTRICT OFFICE IN CASE OF TRANSFER / CESSATION OF BUSINESS AND OTHER

CONCERNS BY FILING BIR FORM 1905 TO STOP GENERATION OF OPEN CASES.

I HEREBY CERTIFY THAT THE ABOVE NAME PERSON IS REGISTERED AS INDICATED ABOVE UNDER THE PROVISIONS OF THE NATIONAL INTERNAL REVENUE CODE AS AMENDED.

ROMEO E. NAB

REVENUE DISTRICT OFFICER (signature over printed name)

THIS CERTIFICATE MUST BE EXHIBET CONSPICUOUSLY IN THE PLACE OF BUSINESS



PROVINCE OF PAMPANGA REPUBLIC OF THE PHILIPPINES

ERENSING



Permit is hereby granted to

Business Treda or Nana

AQUA76

2021-02-01960

While Manson STREET, GREEN MEADOWS SUBD., MABICA, MABALACAT CITY, PAMPANGA

AQUA76 CO.

Griost Adriging STREET, GREEN MEADOWS SUBD., MABIGA, MABALACAT CITY, PAMPANGA

To engage in or operate the above mentioned business or trade activity, specifically as

TRADING

offit/Commorlibes/Services

Notiero of Berolnoss

WATER REFULLING STATION

Any volcation of the terms and conditions the which the government of the terms and conditions the which the terms and conditions the which the said permit and conset pratocol to bushess southles.

This permit must be displayed at all times the nonspicuous, and the terms of the terms of interest and interest and conditions.

This permit is valid up to December 31, 2001, incremation on or before the many 31 and unless some revoked. ng partitions and ordinates, rules and applicable provided the business or trade activity The perrolf hereby granted is subject to all exists

financial an Sea Maj of February 2034 at Mebalecat Cay Phang

ALLE LAMBERET. ICA VOTO (II) WHINESTRATOR

CHE MAYOR HON. CRISO-10300



REPUBLIC OF THE PHILLIPPINES



Hanned to

AQUA76

Registered Name)

AQUAT6

Business Owner/Business Manager)

WATER REFILLING STATION

#88 FLORIDA ST., GREEN MEADOWS SUBD., MABIGA, MABT. CITY, PAMP. (Type of Establishment)

Address

Date Issued 02/03/21

2021 Date of Expiration December 31, __ This permit is not transferable and will be revoked for violation of the Sanitary Rules, Laws or Regulation of P.D. 522 & P.D. 856 and Pertinent Local Ordinances.

PLACE AT THE ESTABLISHMENT, otherwise a fine not less than P1,000.00 will be THIS PERMIT SHOULD BE DISPLAYED AT ALL TIMES ON A CONSPICUOUS levied and collected.

Recommending Approval:

BP-FIWANAG ED CATHOP ANWANA

Approved:

Ma. Clara C. Aquino, M.D. City Health Officer II

3-21-0-159

Republic of the Philippines

ANGELES CITY WATER DISTRICT

Pampang Road, Brgy. Lourdes Northwest, Angeles City (045) 458-0384; (045) 458-0382; (045) 458-0372 (045)322-6422; (045)458-0371, Fax No.: (045)322-6926

E-mail address: angelescitywd@gmail.com

Website: http://www.angelescitywd.gov.ph/

DOH ACCREDITED LABORATORY NO. 3-003-20-LW-1

Date Prepared: February 16, 2019

Date Approved: February 18, 2019

Effectivity Date: March 1, 2019

Form No. LAB 08

Control No.: EB21-21-0058-OL

Revision: 01

Revision Date: 02/16/19

Page 1 of 1

BACTERIOLOGICAL ANALYSIS REPORT

Client:

Owner/ Manager:

AQUA 76

Segundo Bello Jr.

Address:

Florida St. Green Headow Mabiga Mabalacat City

Date Received:

January 18,2021

Date Analyzed: Date Completed: January 18,2021 January 20,2021

. .

Physical Characteristics:

Clear, no sediments in sterilized bottle

Methodology:

Multiple-Tube Fermentation Technique for the members of the Coliform Group.

Histerotrophic Plate Count using Pour Plate Method

		-				
LAB NO.	SAMPLE SOURCE	Date & Time of Coffection	TOTAL GOLIFORNI (NPN/100ml)	THERMOTOLERANT COLIFORM (MPN/1800ml)	HETEROTROPHIC PLATE COUNT entimeted CFUI mi	REMARKS
		18-Jan-21		AND THE RESIDENCE OF THE PARTY		Andread and the second of the second of the
EB21-21-0118	. As at 100th ability of	9:40 AM	< 1.1	< 1.1	<1	PASSED

PNSDW 2017* Limits DOH AO 2017-0010:

Total; Thermotolerant Colliform: < 1.1 MPN (Most Probable Number) per 100 mL Heterotrophic Plate Count: < 500 estimated CFU (Colony Forming Units) per mL

REFERENCES *Philippine National Standards For Drinking Water, 2017.

Analyst:

Crispin T. Bengco

Medical Technologist

PRC No. 0049005 /Proficiency No.: WMLA-17-0610

Checked By:

Oliver Q. Ranilio, RMT

Quality Control/Assurance Inspector

PRC No.0042596 /Proficiency No.: WMLA-11-0156

Reviewed By:

Engr. Jonah Amechazurra Branch Manager

Note: Test results were based on sample as labeled and submitted by the client and is valid for 1 month from the date receipt NOT VALID without the official dry seal of Angeles City Water District

.



WATERLAB WATER TESTING LABORATORY. INC.

"We Exceed the Boundaries of Water Testing" 137 Quirino Hi-way, Baesa, Quezon City Cel. No. (0939)912-6854 / (02)294-2345

Email address: caloocanwaterlab@yahoo.com DEPARTMENT OF HEALTH ACCREDITATION NUMBER 13-0007-18-LW-2

Physico-Chemical Test Certificate

Job Number

: COF # 110999B-AA

Date Released: December 16, 2020

Account No.

: 024863-254224

NAME OF CLIENT

: SEGUNDO BELLO JR.

COMPANY

: AQUA 76 CO.

BUSINESS ADDRESS

: #88 Florida St., Green Meadows Subd. Mabalacat City, Pampanga

Contact Number

: 0925 845 7682

SAMPLE DESCRIPTION

: Allah Argoso

Sample Submmited by Date of Sampling

: December 09, 2020

Time of Sampling

: 04:57 PM

Place of Sampling

: #88 Florida St., Green Meadows Subd. Mabalacat City, Pampanga

Source of Sample

: PURIFIED WATER

Analysis	PNSDW Limit	Method	Result	Remarks
Color (Apparent)	10.CU	Visual Comparison	1.0	Passed
Turbidity	5 NTU	Nephelometric	0.05	Passed
pH	6.5-8.5/5.0-7.0 (Purified)	Electrometric	6.50	Passed
TDS	600.0/<10.0mg/L(Purified)	Total Dissolved Solids Dried @ 180 °C	4.0	Passed
Arsenic	0.01 mg/L	Electrothermal AAS	< 0.0001	Passed
Cadmium	0.003 mg/L	Electrothermal AAS	< 0.000005	Passed
Lead	0.01 mg/L	Electrothermal AAS	< 0.00005	Passed
Nitrate	50.0 mg/L	Ion Selective Electrode	<0.62	Passed

Test result is based on sample as received and is valid for 6 months from the release date,

MDL-Method Detection Limit ppb-parts per billion

The MDL are as follows: [Arsenic - <0.1ppb]; [Cadmium - <0.005 ppb]; [Lead - <0.05 ppb]

REFERENCES:

All limits are taken from PNSDW, Department of Health, Manila, Philippines, 2017. Standard Methods for the Examination of Water and Waste(SMEWW 23rd edition) ALPHA, AWWA, WEF.

The results given in this report were obtained at the time of the test and refer only to the particular sample submitted. This may not be reproduced, published or used for marketing Purposes unless with written authorization from Waterlab Water Testing Laboratory Inc.

Salo Without Authorized Initial On Waterlah 30a/

Analysis done by:

Joshua Biscocho, RCh PRC No. 14451

Certified, correct by:

Sargie Nolly Runas Jr., RCh PRE No. 12637

^{**} Customer/s is/are given seven (7) days upon receipt of report to question any discrepancies (i.e. customer name & address, sample description, results, etc.)



WATERLAB WATER TESTING LABORATORY. INC.

"We Exceed the Boundaries of Water Testing" 137 Quirino Hi-way, Baesa, Quezon City Cel. No. (0939)912-6854 / (02)294-2345 Email address: caloocanwaterlab@yahoo.com

DEPARTMENT OF HEALTH ACCREDITATION NUMBER 13-0007-18-LW-2

Microbiological Test Certificate

Job Number

: COF # 110999A-AA

Date Released: December 15, 2020

Account No.

: 024863-254223

NAME OF CLIENT

: SEGUNDO BELLO JR.

COMPANY

: AQUA 76 CO.

BUSINESS ADDRESS

: #88 Florida St., Green Meadows Subd. Mabalacat City, Pampanga

Contact Number

: 0925 845 7682

SAMPLE DESCRIPTION

Sample Submmited by

: Allah Argoso

Date of Sampling

: December 09, 2020

Time of Sampling

: 04:57 PM

Place of Sampling

: #88 Florida St., Green Meadows Subd. Mabalacat City, Pampanga

Source of Sample

: PURIFIED WATER

Analysis

PNSDW Limit (MPN/100mL)

Method

Result

Remarks

E.coli

Less than 1.1

Thermotolerant Coliform Test

<1.1

Passed

Test result is based on sample as received and is valid for a month (30 days) from the release date.

** Customer/s is/are given seven (7) days upon receipt of report to question any discrepancies (i.e. customer name & address, sample description, results, etc.)

MPN-Most Probable Number HPC-Heterotrophic Plate Count CFU-Colony Forming Unit

The MPN / 100ml as per positive tube are as follows: [0 tube-MPN/100ml <1.1 or 0]; [1tube-MPN / 100ml=1.1]; [2tubes-MPN / 100ml=2.6]; [3tubes-MPN / 100ml=2.6]; MPN / 100ml = 4.6]; [4tubes-MPN / 100ml = 8.0]; [5tubes / 100ml > 8.0]

REFERENCES:

All limits are taken from PNSDW, Department of Health, Manila, Philippines, 2017. Standard Methods for the Examination of Water and Waste(SMEWW 23rd edition) ALPHA, AWWA, WEF.

The results given in this report were obtained at the time of the test and refer only to the particular sample submitted. This may not be reproduced, published or used for marketing Purposes unless with written authorization from Waterlab Water Testing Laboratory Inc.

And Without Authorized Initial

Fraulyn Marie PRC No. 0081 WMLA-19-10

Analysis done

Lopez, RMT

Certified correct by:

Vivien J Santos, RMT PRC No. 0027003 WMLA-15-0374



Republic of the Philippines

ANGELES CITY WATER DISTRICT

Pampang Road, Brgy. Lourdes Northwest, Angeles City (045) 458-0384; (045) 458-0382; (045) 458-0372 (045)322-6422; (045)458-0371, Fax No.: (045)322-6926

E-mail address: angelescitywd@gmail.com
Website: http://www.angelescitywd.gov.ph/

DOH ACCREDITED LABORATORY NO. 3-003-20-LW-1

Date Prepared: February 16, 2019
Date Approved: February 18, 2019
Effectivity Date: March 1, 2019

Form No. LAB 08

Control No.: EB20-12-708-OL

Revision: 01

Revision Date: 02/16/19

Page 1 of 1

BACTERIOLOGICAL ANALYSIS REPORT

Client:

AQUA 76 CO.

Owner/ Manager:

Segundo Bello Jr.

Address:

Green Meadow Mabiga Mabalacat City

Date Received:

December 2,2020

Date Analyzed:

December 2,2020

Date Completed:

December 4,2020

Physical

Characteristics:

Clear, no sediments in sterile bottle

Methodology:

Heterotrophic Plate Count using Pour Plate Method

LAB NO.	SAMPLE SOURCE	Date & Time of Collection	Heterotrophic Plate Count (Estimated Colony Forming Units / mL)	REMARKS
		2-Dec-20		
EB20-12-2489	PURIFIED DRINKING	9:30 AM	5	PASSED

PNSDW 2017* Limits DOH AO 2017-0010:

Heterotrophic Plate Count: < 500 estimated CFU (Colony Forming Units) per mL

REFERENCES:

*Philippine National Standards For Drinking Water, 2017.

Analyst:

Oliver Q. Panlilio, RMT

Quality Control/Assurance Inspector

PRC No.0042596 /Proficiency No.: WMLA-11-0156

Checked By:

Crispin T. Bengco

Medical Technologist/ Records Officer D

PRC No. 0049005

Reviewed by:

Engr. Jonah Amechazurra Branch Manager

Note: Test results were based on sample as labeled and submitted by the client and is valid for 1 month from the date receipt NOT VALID without the official dry seal of Angeles City Water District

Republic of the Philippines

ANGELES CITY WATER DISTRICT

Pampang Road, Brgy. Lourdes Northwest, Angeles City (045) 458-0384; (045) 458-0382; (045) 458-0372 (045)322-6422; (045)458-0371, Fax No.: (045)322-6926

E-mail address: angelescitywd@gmail.com

Website: http://www.angelescitywd.gov.ph/

DOH ACCREDITED LABORATORY NO. 3-003-20-LW-1

Date Prepared: February 16, 2019

Date Approved: February 18, 2019 Effectivity Date: March 1, 2019

Form No. LAB 08

Control No.:EB20-12-716-OL

Revision: 01

Revision Date: 02/16/19

Page 1 of 1

BACTERIOLOGICAL ANALYSIS REPORT

Client

AQUA 76 CO.

Owner/ Manager:

Segundo Bello Jr.

Address:

ANGILLS CHY WATER DISTRICT

ISO 9001:2015 Certified

Green Meadow Mabiga Mabalacat City

Date Received: .

December 9,2020

Date Analyzed:

December 9,2020

Date Completed:

December 10,2020

Physical

Characteristics:

Clear, no sediments in sterile bottle

Methodology:

Enzyme- Substrate Test (ReadyCULT Coliforms100)

LAB NO.	SAMPLE SOURCE	Date & Time of Collection	TOTAL COLIFORM	Escherichia coli	REMARKS
	*	9-Dec-20			
EB20-12-2497	PURIFIED DRINKING	9:30 AM	ABSENT	ABSENT	PASSED

PNSDW 2017* Limits DOH AO 2017- 0010:

Absence of Total Coliform and Escherichia coli in 100- mL of water sample

REFERENCES:

*Philippine National Standards For Drinking Water, 2017.

Analyst:

Crispin T. Bengco

Medical Technologist/ Records Officer D

PRC No. 0049005

Checked By:

Oliver Q. Panlillo, RMT

Quality Control/Assurance Inspector

PRC No.0042596 /Proficiency No.: WMLA-11-0156

Reviewed by:

Engr. Jonah Amechazurra Branch Manager

Note: Test results were based on sample as labeled and submitted by the client and is valid for 1 month from the date receipt NOT VALID without the official dry seal of Angeles City Water District

BIR Form No. 1701 January 2018 (ENCS)

Page 1

34 Cash/Bank Debit Memo

Annual Income Tax Return

Individuals (including WIXED Income Earner), Estates and Trusts Enter all required information in CAPITAL LETTERS using BLACK ink. Mark all applicable boxes with an "X". Two copies MUST be filed with the BIR and one held by the Tax Filer.



Month 12	For the Year (YYYY)	2019		2 Amended	Return?	O Yes	⊚ No	3 Short Period Return	m? Yes 📵 No
	F	ARTI-B	ACKGRO	DUND INF	ORMAT	ION OF TA	XPAYE	R/FILER	APPRINT CONTENT CONTEN
4 Taxpayer Identifica	tion Number (TIN)	122 -	- 939 -	939 -	000	5	RDO Cod	ie	21A
6 Taxpayer Type	Single Propr	rietor		Professional		Estate	□ Tr	rust Compe	ensation Earner
7 Alphanumeric Tax		2 Business Incom 5 Business Incom		7 Rates	~	rne from Professio			Mixed Income-Graduated IT Rates Mixed Income-8% IT Rate
8 Taxpayer's Name (Last Name, First Name,	Middle Name)	ESTATE C	F (First Name	e, Middle Na	ame, Last Nam	ne)/TRUST	FAO: (First Name, Midd	dle Name, Last Name)
BALATBAT, RICARE	and at about the first section of the second section of the section of the second section of the section of the second section of the s	er-te-Winds in an ability and Market St. bases	NO PARTIE NO SERVICE NAME OF THE PARTIES.	Productive Mindle Associations on Application (Application)		e ekishmikarii wiile wiile kelen, rardowi, kitara paetewa	***************************************		,
9 Registered Address	S (Indicate complete address, i	f the registered as	ddress is differ	ent from the curr	ent address, go	of to the RDO to up	polatie regustens	of address by using BIR Form	s No. 1905)
	N MEADOWS, MABIGA MA					and Carry a State of a development of the con-	name and the second		
gramming to the control of the contr	dekkante ta remini profesiona por a por a postato en profesiona e constitución a constitución de la constitu	Market frising reproductive for the feeting dise	arkentilik kirlik jijani inga ata gigapi papun	i-were rounes to all		9A	Z	3P Code	2010
10 Date of Birth (Mi	M/DD/YYYY)	11 Email	Address		BOND BOND AND AND AND AND AND AND AND AND AND A	CONTRACTOR OF STATE O			
12 Citizenship FILIPINO	ini alakari niri menenangga adi			n Tax Credits	?		14 Fore	ign Tax Number, if appl	licable
	7 K 10 K 1		Yes				- 1		
15 Contact Number 6255109	r (Landline/Cellphone No	1.}		16 Civil St				andread on Million and an	
								rated \(\text{Widowler} \)	
17 If married, spou			O Yes	⊚ No	18 F	iling Status	0	Joint Filing	Separate Filing
19 Income EXEMPT	from Income Tax? so consolidation of ALL	noth diting me	O Yes	⊚ No				PREFERENTIAL RATI	0
gr you, m out an	SO OSTISONICE LIOT OF ALL	r sarmannes he	EL SUN LANG	me francyll	Fitt	yes, on our an	so consom	DEDON OF ALL SCHVILLE	s per Tax Regime (Part X)]
	Graduated Rates			21A Meth	od of Deduc	ction (choose o	one)		
	oose Method of Deduction	on in Nem 21A)	(1)	Itemized De	eduction (Optional	Standard Deduction (C	JSD)
(choose one)					34(A-J), NI		Maria de la Carta	s Sales/Receipts/Reven	nues/Fees [Sec. 34(L), NIRC]]
	8% in lieu of Graduate								
[avi	allable if gross sales/rece								
			AX PAY	ABLE (Do NO	OT Enter Cents	avos; 49 Centavos.	or Less drop	down; 50 or more round up)	
	Particul	ar				 Taxpaye 	r/Filer		B. Spouse
22 Tax Due (From P						}	8,021.00	9	0.00
	redits/Payments (From F		0)			,	0.00		0.00
	erpayment) (Item 22 Let ax Pavable Allowed for 2		t in he nairi	on or hofora		in the second se	6,021.00	3	0.00
25 October 15 (50% :	ax Payable Allowed for 2 or less of Item 22)	A PO PORTED IN THE PERSON IN	e no ou para	OIS OF DESCRE		Commenter or service of the service	0.00	1	0.00
26 Amount of Tax pa	yable/(Overpayment) (Ite	em 24 Less lie	ım 25)				6,021.00	Γ	0.00
Add: Penalties 2	?7 Interest					*	0.00	Γ	0.00
2	8 Surcharge					The second secon	0.00		0.00
2	29 Compromise						0.00	F	0.00
30 Total Penalties (S	um of Items 27 to 29)					1	0.00	1	00.00
31 Total Amount Pa	yable/(Overpayment) (S	Sum of terms 2	26 and 30)			The latest and the la	6,021.00	1	0.00
32 Aggregate Amou	int Payable/(Overpaymi	ent) (Sum of it	tems 26 and	i 30)			1	6,021.00	
	one (1) box only. (Once				able)		1 20	hardely grant room and a state of the state	
O To be refunded	O To be issued		9			3-2		a tax credit for next ye	The same of the sa
he processing of my i	penalties of perjury that to uant to the provisions of information as contempla ate TIN and attach author	ne national in ted under the	шестан коми	WHEN I THE DE	: propertion	sand this remaind	foremed appearance	o a smoothner massifis monthly difficultations	my knowledge and belief, are f. Eurither, I give my consent to red by an Authorized
							BARRES		
*					5		Toker's	015-033 Number	r of Attachments 00
	Printed Name and	Signature of 7	Taxpayer/A	ahorized Rep	resentative	PRODURANCO.	CHORD STORY	TOO M	ozia d
			CONTRACTOR STREET			PAYMEN	T		
Particular	's Drawee i	Bank/Agency	PROCESSOR STANSON STAN	Number		A SALES AND A	MINDD/YY	7(1)	Amount

BIR Form No. 1701 January 2018 (ENCS) Page 2

Annual Income Tax Return
Individuals (including MIXED Income Earner), Estates and Trusts

Tin Taxpayer/Filer's L	act Nama	
122 939 939 000 BALATBAT		
PART IV - Background	Information of Snouse	
1 Spouse's Taxpayer Identification Number (TIN)	2 RDO Code	
5 Fact 0		
f Al.	Professional Com	bensation Earner
O MITT Comparementing towards	1014 Income from Profession-Graduated IT Rates	○ #013 Mixed Income-Graduated IT Rates
	IB17 Income from Profession-8% IT Rate	○ RD16 Moved Income-8% IT Rate
5 Spouse's Name (Last Name, First Name, Middle Name)		
The state of the s	And the Control of th	
6 Contact Number	7 Citizenship	and the state of t
8 Claiming Foreign Tax Credits? Yes No 9 Fore	eign tax number (if applicable)	grounds and a new any more order grounds and and a solid production of the solid product.
16 Income EVENING Communication To Communication Communica	11 Income subject to SPECIAL/PREFEREN	THAI DATE?
[If yes, fill out also consolidation of ALL activities per Tax Regime (Part X)]	[If yes, fill out also consolidation of Al	
19å Melhort o	F Deduction (choose one)	
Oracidated Plates		adustina (DDD)
THE PER PERSON OF THE PERSON O	O	eduction (OSD) ipts/Revenues/Fees [Sec. 34(L), NIRC]]
8% in lieu of Graduated Rates under Sec. 24(A) & Percentage Tax	under Sec. 116 of NIRC	The state of the sale, winds
[available if gross sales/receipts and other non-operating income do not	exceed Three million peacs (P3M)]	
PART V - Comp	outation of Tax	
Schedule 1 - Gross Compensation Income and tax Withheld (Attach Additional Sheet/s	s, if necessary)	
On Items 1 and 2, enter the required information for each of your employer's and mark (X) Total Gross Compensation and Total tax Withheld for the Taxpayer and on Item 3B, for the	wether the information is for the Taxpayer or	the Spouse. On Item 3A, enter the
a.Name of t		aves or hes drep down; 56 or more round up)
Taxpayer Taxpayer	A STATE OF THE STA	
Spouse	b. Employer's TIN	emperaturation generalization generalization and properties and a second
○ Taxpayer	- LINGTH CLIEF	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
2 O Spouse		
(Continuation of Table Above)	b. Employer's TRN	The state of the s
1	c. Compensation Income	d. Tax Withheld
2	0.50	0.00
Gross Compensation Income and Total Tax Withheld for	0.00	0.00
TAXPAYER (To Part V Schedule 2 Item 4A and Part VII Item 5A)	0.00	0.00
3B Gross Compensation Income and Total Tax Withheld for SPOUSE (To Part V Schedule 2 Item 4B and Part VII Item 5B)	0.00	general de disconnection de condition de la confession de
Schedule 2 - Taxable Compensation Income		1
ound up)	(DO NOT enter Control	was; 45 Centaves or less drop down; 50 or more
Particulars	A. TaxpayenFiler	B. Spouse
Gross Companisation Income (From Part V Schedule 1 Item 3Ac/3Bc)	0.00	0.00
5 Less: Non-Taxable / Exempt Compensation	9.00	0.00
6 Taxable Compensation Income (Item 4 Less Item 5)		0.00
7 Tax Due-Compensation Income (Item 6 x applicable Income Tax Rate)	0.00	0.00
Schedule 3 - Taxable Business Income (If graduated rates, fill in items 8 to 24; if 8% I	liat income tax rate, fill in items 25 to 30}	
3.A - For Graduated Income Tax Rates		
Sales/revenues/receipts/Fees	619,725.00	0.00
Less: Sales Returns, Allowances and Discounts	0.00 / R	0,00
10 Net Sales/Revenues/Receipts/Fees (Item 8 Less Item 9)	819,725.00 MET	0.00
11 Less: Cost of Sales/Services (applicable only if availing itemized Deductions)	247,890.60	0.00
12 Gross Income/(Loss) from Operation (Ham 10 less Ham 11)	371,835.00	0.00
Less: Deductions Allowable under Existing Laws	Ben	O J San West
3 Ordinary Allowable Itemized Deductions (From Part V Schedule 4 Item 18) Special Allowable Itemized Deductions (From Part V Schedule 5 Item 18)	St. rad Office 's code of the	0.00
Special Allowable Itemized Deductions (From Part V Schedule 5 Item 3 and/or Item 5)	0.00	0.00
Allowable for Net Operating Loss Carry Over (NOLCO) (From Part V Schedule 6		Inter No 25 a 1
item 8 and/or Item 13) 16 Total Allowable Itemized Deductions (Sum of Items 13 to 15)	§ 6.00	0.00
OR	91,730.00	0.00
4		The second secon

BIR Form No. 1701

Annual Income Tax Return

January 2018 (ENCS) Page 3

Individuals (including MIXED Income Earner), Estates and Trusts

TIN		Taxpayer/Filer's Last Name		
122	939 939 000	BALATBAT		ners her dreader
3.B	- For 8% Flat Income Tax Rate		(DG NOT enter Cestavos; 49 Centavos s	r less drop down; 50 or more round up)
	Particulars		A. Taxpayer/Filer	B. Spouse
26	Sales/Revenues/Receipts/Fees (net of sales returns, allowances a	and discounts)	0.00	0.00
Add:	Other Non-Operating Income (specify below)			
27	The second state of the se		9.00	0.00
Į.	Fotal Income (Sum of Items 26 and 27)		0.00	An elementarion of the desired and the second state of the second
1	ess: Allowable reduction from gross sales/receipts and other non-	-operating income	1 0.00	0.00
29 o	f purely self-employed individuals and/or professionals in the amo not applicable if with compensation income)	unt of P250,000	0.00	0.00
30 1	Faxable Income/(Loss) (Item 28 Less Item 29)		0.00	0.00
31 1	Fax Due-Business Income (Item 30 x 8% Flat Income Tax Rate)		0.00	0.00
32 ₇	Total Tax Due-Compensation & Business Income (under flat ra and 31) (To Part VI Item 1)	te)(Sum of Items		0.00
Sche	dule 4 - Ordinary Allowable Itemized Deductions (attach addition	onal sheet/s, if necessary)		
	Amortizations		P.O.	0.00
2 E	Bad Debts		0.00	grade for Anticipants in Annies and Annies and Annies and Annies and Annies and Annies
3 0	Charitable and Other Contributions		46.250.00	0.00
	Depletion		S MARTINIAN AND AND AND AND AND AND AND AND AND A	
_	Depreciation		0.00	0.00
	Entertainment, Amusement and Recreation		0.00	0.00
			0.00	0.00
	ringe Benefits		0.00	0.00
	nterest		G,00	0.00
	.OSS8S		9.00	0.00
10 P	Pension Trusts		0.00	0.00
11 F	Rental		0.90	0.00
12 F	Research and Development		00.00	0.00
13 S	Salaries, Wages and Allowances		24,000.00	0.90
14 S	SS, GSIS, Philhealth, HDMF and Other Contributions		0.00	0.00
15 T	axes and Licenses		0.00	0.00
16 T	ransportation and Travel		23.560.00	month/commission.decahassassassassassassassassassassassassas
17 0	thers (Deductions Subject to Withholding Tax and Other Expense	a) faranit balance 8 44 - 4 55		
		s) [specify below, Add additi	WAS ALL PROPERTY AND A STATE OF THE PROPERTY AND A STATE O	
	Janitorial and Messengerial Services		0.00	0.00
_	Professional Fees		0.00	0.00
C	Charles and the Charles and th		0.00	0.00
d	,		3,920.00	0.00
18	Total Ordinary Allowable itemized Deductions (Sum of Items 1 to Schedule 3.A Item 13)	17d) (To part V	91,730.00	0.00
Sched	dule 5 - Special Allowable Itemized Deductions (attach addition	al shootin if necessari		
	- Taxpayer/Filer Description		.egal Basis	Amount
1	The Property of the Control of the C	photos	viewnggenen (IAMESEDIA) Viewnesterandertigen (IAMESEDIA)	Amount
2	Amendment of the description of	gianno.com		0.00
	and Consort Allegraphic Reserved Texture Towns and	1		0.00
	tal Special Allowable Itemized Deductions-Taxpayer/Filer (Sum o	filtems 1 and 2) (To part V S	schedule 3.A Item 14A)	0.00
	- Spouse			
4			erman Misse grant des de Prince de substituté à la litté de la litté de la comment de la comment de la comment	0.00
5	The second secon	g constants	trifferholds for this tribation in decreasing and the state of the sta	0.00
	tal Special Allowable Itemized Deductions-Spouse (Sum of Items		e 3.A Item 148)	0.00
	dule 6 - Computation of Net Operating Loss carry Over (NOLC	0)	100	
6.A	- Computation of NOLCO	Control of the contro	1 m. 8 25	blg
4 -	Description		A. Taxpayer/Filer	B. Spouse
	oss income		0.96	0.00
	ss: Ordinary Allowable Itemized Deductions		190 SUN	0.00
Sch	t Operating Loss (Item 1 Less Item 2) (To Schedule 6 A.1 Item 7A ledule 6 A.2 Item 12A)		600 0 16-056	9.00
6.A.	 Taxpayer/Filer's Detailed Computation of Available NQLC()	000000000	
	Net Operating Loss B_NOL	CO Appliead	D. NOLCO-Applie	E. Net Operating Loss

BIR Form No. 1701



January 2018 (ENCS) Page 4

Annual Income Tax Return
Individuals (including MIXED Income Earner), Estates and Trusts

IIN	[i axpayer/i-iler's La	st Name		
122 939 939 000	BALATBAT			
(Continuation of Schedule 6)				
6.A.2 - Spouse's Detailed Computation of Availab	le NOLCO			entropy to provide a series and a series of the first of the series of t
Net Operating Loss Year Incurred A. Amount	B. NOLCO Appliead Previous Yearls	C. NOLCO Expired	D. NOLCO Appliesd Current Year	E. Net Operating Loss (Unapplied) [(E)=A-(B+C+D)]
0.00	0.00	0.00	0.00	0.00
10	0.00	0.00	0.00	0.00
11	0.00	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00
13 Total NOLCO - Spouse (Sum of Items 9D to 12D)	(To Part V Schedule 3.A Item 15B)		8.00	
	PART VI - Summary of	of Income Tax Due		The fact of the estimate of the factor of the contract of the service of the contract of the system of the contract of the con
1 Regular Rate-Income Tax Due (From Part V, Either	Item 25 or Item 32)	5,021.00	5	0.00
2 Special Rate-Income Tax Due (From Part X Item 17		0.00	2 10-10-1	9.00
3 Less: Share of Other Government Agency, if remitte	Parallel Marie Mar	0.00	A Addition	0.00
4 Net Special Rate-Income Tax Due/Share of National		0.00	/ market	0.00
5 Total Income Tax Due (Sum of Items 1 & 4) (To Pa		6,021.00	y Mantana	0.00
S 1000 BOOMS PAN DUE (SUM OF RESINS F B. 4) [10 FB.				0.00
	PART VII - Tax Credits/Pa			
1 Prior Year's Excess Credits				0.00
2 Tax Payments for the First Three (3) Quarters		0.0	1	0.00
3 Creditable Tax Withheld for the First Three (3) Qu		0.0	i i	0.00
4 Creditable Tax Withheld per BIR Form No. 2307 f		0.0	0	0.00
5 Creditable Tax Withheld per BIR Form No. 2316 (3Ad/3Bd)	From Part V Schedule 1 frem	0.0	10	0.00
6 Tax Paid in Return Previously Filed, if this is an A	mended Return	8.0	0	0.00
7 Foreign Tax Credits, if applicable		0.0	10	0.00
8 Special Tax Credits, if applicable (To Part VIII Item	<u>n 6)</u>	0.0	10	0.00
9 Other Tax Credits/Payments (specify)	e distribute statements at the financial sea emerit difficultibilities reprilientation		10	0.00
10 Total Tax Credits/Payments (Sum of Items 1 to 9)	(To Part II Item 23)	0.0	IO I	0.00
	PART VIII - Tax R	elief Availment		
VIII.A - Special Rate				COSSIGN 45,000 0 00 4 d com 1,50 de describe CO de collegador collegador con que terma de la deputación frances de la decor
1 Regular income Tax Otherwise Due (Part X Item 18 regular income tax rate)		0.0	Ď į	0.00
2 X applicable regular income tax rate)	ns (Part X Item7B and/or Item 7F	0.0	5	0.00
3 Sub-Total - Tax Relief (Sum of Items 1 and 2)		8.0	Ō	00.0
4 Less: Income Tax Due (From Part X Item 17B and/	or Item 17F)	0.0	3	0.00
5 Tax Relief Availment Before Special Tax Credit (Ite.	m 3 Less (tem 4)	0.0	0	0.00
6 Add: Special Tax Credit, if any (From Part VII Item	8)	0.0	D	rhetatillaribation particularibation in the consequence of the consequ
7 Total Tax Relief Availment-SPECIAL (Sum of Items	5 and 6)	G.O	0	hydrographic delication of the control of the contr
VIII.B - Exempt				
Regular Income Tax Otherwise Due (Part X Item regular income tax rate)	16A and/or Item 16E X applicable	0.5	10	0.00
Tax Relief on Special Allowable Itemized Deduction X applicable regular income tax rate)	ons (Part X Item7A and/or item 7E	G.C	00	0.00
10 Total Tax Relief Availment-EXEMPT (Sum of Iten	ns 8 and 9)	0.1	10 /	0.00
PART IX - Reconciliation	of Net Income per Books Against	Taxable Income (Attach add	itional sheets, if necess	ary)
Particulars	7)	A. Taxpayer/Filer	"ETAN D	B. Spouse
1 Net Income/(Loss) per Books		280,105,0	o enver	0.00
Add: Non-Deductible Expenses/Taxable Other Income	9	/0	JUN 200	BA E IN
2		7.97	Managa / n planter	0.00
3 g		-0.2	165 0075.080	0.00
4		0.0	0 78 V30 A	0.00
5 Total (Sum of Items 1 to 4)		280,105.0	. 100	0.00
Less: A) Non-Taxable Income and Income Subjected	to Final Tax	e and the second	Show and the same	*44 f
	3	700000000000000000000000000000000000000	0	0.00

RICARDO S. BALATBAT

STATEMENT OF CASH FLOWS

For the year ended December 31, 2019 (with comparative figures for the year 2018)

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES	and the second	rs printe (1990). Pri i frizz regulati di programa responsa (150° at 150° a
Net Income	274,084	264,076
Adjustment for		(000000 00 F 0000 W 0000
Depreciation Expenses	44,100	44,100
Amortization		
Operating Income before working capital changes	318,184	308,176
(Increase) Decrease in Current Assets	34,580	(17,505)
Property & Equipment	-	, , ,
Increase (Decrease) in Current Liabilities	2,502	(4,893)
Trade and other payables	-	/
Net Cash provided by (used in) investing activities	37,082	(22,398)
CASH FLOWS FROM FINANCING ACTIVITIES		
(Withdrawal) by the owner	(100,000)	(100,000)
Additional Investment by the owner	. ()	1200,000)
Cash received from borrowings		
Net Cash provided by (used in) financing activities	(100,000)	(100,000)
AIFT INCORDER OF TRANSPORTED IN A SAME		and the second control of the second control
NET INCREASE (DECREASE) IN CASH	255,266	185,778
CASH AT THE BEGINNING OF THE YEAR	985,826	800,048
CASH AT END OF YEAR	1,241,092	985,826



STATEMENT OF MANAGEMENT RESPONSIBILITY FOR ANNUAL INCOME TAX RETURN

The management of **BALATBAT RICARDO** for all information and representations contained in the financial statement accompanying the Annual Tax Return covering the same reporting period. Furthermore, the management is responsible for all the information and representation contained in all other tax returns filed for the period, including, but not limited to the valued added tax returns, withholding tax returns, and any all other tax returns.

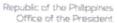
In this regard, the management affirms that the attached audited financial statements for the year ended December 31, 2019and the accompanying Annual Income Tax return are in accordance with the books and records **BALATBAT RICARDO**

- The annual Income tax return has been prepared in accordance with the provisions of the National Internal revenue Code, as amended, and pertinent tax regulations and other insurances of the Department of Finance and the bureau of Internal Revenue;
- b) Any disparity of figures in the submitted reports arising from the preparation of financial statements pursuant to financial accounting standards and the preparation of the income tax return pursuant to tax accounting rules has been reported as reconciling items and maintained in the company books and records in accordance with requirements of Revenue Regulations No. 8-2007 and other relevant issuances;
- c) That BALATBAT RICARDO under Philippine tax laws for the reporting period, and all taxes and other impositions shown thereon to be due and payable have been paid for the reporting period, except those contested in good faith.

BALATBAT RICARDO PROPRIETROR

Benk Code 015-089 RDO No 21A

NOTICE OF AWARD





CERTIFICATION

This is to certify that the project "Supply and Delivery of Drinking Water for the Temporary Quarantine Facilities at the National Government Administrative Center, New Clark City (01 January – 30 June 2021)" was undertaken as part of the mandates vested to the Bases Conversion and Development Authority under the Republic Act No. 11494 Bayanihan to Recover as One Act whereby the NGAC Facilities at the New Clark City, Capas, Tarlac was identified and approved by the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) to be used as isolation or quarantine and medical treatment facilities for COVID-19 patients from Clark and nearby provinces.

This is to further certify that the Bases Conversion and Development Authority exerted all efforts to secure the most advantageous price government for the services required based on existing price data of the agency and through preliminary market scanning done by the agency showing prevailing market prices and practices.

This certification is being issued in fulfillment of the requirements under Section 4.u.ix of Republic Act No. 11494.

VIVENCIO B. DIZON
President and CEO





-532 575 1/20 + Telefax: +632 816 0996 site: www.bcsia.gov.ph







MR. RICARDO S. BALATBAT AQUA 76

88 Aqua 76 Building, Florida St. Green Meadows Subdivision, Mabalacat City, Pampanga

NOTICE OF AWARD

Supply and Delivery of Drinking Water for the New Clark City COVID-19 Quarantine Facility

Dear Mr. BALATBAT:

We are pleased to notify you that the contract for the Supply and Delivery of Drinking Water for the period of 01 January – 30 June 2021 for the New Clark City COVID-19 Quarantine Facility is hereby awarded to AQUA 76, for the Negotiated Procurement (Emergency Cases) for a contract price amounting to PESOS: FORTY PESOS (Php40.00) per 5-gallon container (50 containers/day (181 days)) and may vary depending on the actual consumption but not to exceed in the approved budget of THREE HUNDRED SIXTY TWO THOUSAND PESOS AND 00/100 (Php 362,000.00) inclusive of all applicable taxes and fees.

You are therefore required, within <u>ten (10) calendar</u> days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,

VIVENCIO B. DIZON President and CEO

Conforme:

RICARDO S. BALATBAT Authorized Representative

Date:

BCDA®
Boses Conversion and
Development Authority

BCDA Corporate Center 2/F Barifodo Technology Center 91st St. car. End Ave. Banifodo Global City, Toguig City 1834 Philippines





NOTICE TO PROCEED

MR. RICARDO S. BALATBAT AQUA 76

88 Aqua 76 Building, Florida St. Green Meadows Subdivision, Mabalacat City, Pampanga

Dear Mr. BALATBAT:

In connection with the contract for the Supply and Delivery of Drinking Water for the period of 01 January – 30 June 2021 for the New Clark City COVID-19 Quarantine Facility, this notice is hereby given to **AQUA 76**, to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,

VIVENCIO B. DIZON President and CEO

Conforme;

RICARDO'S. BALATBAT Authorized Representative

Date:

BCDA°

P.O. Box 42. Toguig Post Office Tog-Is City. Philippines el -63 2 543 1700 • Telefox: +63 2 816 0996 Volunte: www.bcdagov.ph





OMNIBUS SWORN STATEMENT

Omnibus Sworn Statement For the Conduct of Procurement Activities under Republic Act No. 11494 or the Bayanihan to Recover as One Act

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

AFFIDAVIT

- I, RICARDO S. BALATBAT, of legal age, married, Filipino, and residing at 88 Florida St., Greenmeadows, Mabalacat City, Pampanga, after having been duly sworn in accordance with law, do hereby depose and state that:
 - 1. I am the sole proprietor or authorized representative of **AQUA 76** with office address at Aqua 76 Building, 88 Florida St., Greenmeadows, Mabalacat City, Pampanga;
 - 2. As the owner and sole proprietor, or authorized representative of AQUA 76, 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 Supply and Delivery of Drinking Water for the COVID-19 Quarantine Facility at the South Tower of NGAC Government Building, New Clark City of the Bases Conversion and Development Authority, as shown in the attached duly notarized Special Power of Attorney;
 - 3. AQUA 76 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 its association or relation 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. **AQUA 76** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
 - 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;
 - 7. AQUA 76 complies with existing labor laws and standards; and
 - 8. **AQUA 76** is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examine all of the Bidding Documents;
 - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and



- Inquire or secure Supplemental/Bid Bulletin(s) issued for the Supply and Delivery of Drinking Water for the COVID-19 Quarantine Facility at the South Tower of NGAC Government Building, New Clark City
- 9. **AQUA 76** 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 6 2021, 20, Philippines.	_ at
Name and Signature of Bidder's Authorized Represent	ative
SUBCRIBED AND SWORN TO before me this	ty as
DOC. NO. SA PAGE NO. SERIES OF M AFTY. DENNIS 9. LIZARES Notary Public Until December 31/2021 PTR No. 75/2351-01/06/2020 Both in Pampanga Roll No. 54501 MCLE Compliance No. VI-003517	

Issued on June 21, 2019 Pasig City
Commission No. 02-30

PERFORMANCE SECURING DECLARATION

Supply and Delivery of Drinking Water for the COVID-19 Quarantine Facility at the South Tower of NGAC Government Building, New Clark City

To: VIVENCIO B. DIZON
President and CEO

Bases Conversion and Development Authority

I/We, the undersigned, declare that:

- I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this 14th Day of April 2021, at Angeles City, Pampanga.

RICARDO S. BALATBAT

Proprietor Affiant SUBSCRIBED AND SWORN to before me this 14th day of April 2021 at Angeles City, Philippines.

Affiant/s exhibited to me his/her Driver's License with no. C11-80-042922 issued on July 12, 2017 at Quezon City.

Witness my hand and seal this 2 day of [month] [year].

Serial/Nø. of

Notaty Public for ember until 2021

Roll of Attorneys No.51-01/06/2020

PTR No. No. (date issued), [place issued]

IBP No. ____, [date issued], [place issued]

Roll No. 54501

MCLE Compliance No. VI-003517 Issued on June 21, 2019 Pasis City

Commission No. 02-30

Doc. No. //s Page No. 14 Book No. 1 Series of Jun.

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WE, **RICARDO S. BALATBAT** single/married, of legal age, with residence and postal address at FLORIDA STREET GREEN MEADOWS SUBDIVISION MABALACAT PAMPANGA do hereby APPOINT **SEGUNDO N. BELLO JR.** single/married, likewise of legal age, with postal address at FLORIDA STREET GREEN MEADOWS SUBDIVISION MABALACAT PAMPANGA as our true and legal representative to act for and in our name and stead and to perform the following acts:

To TRANSACT, DELIVER, SUPPLY and represent me at the *Quarantine Facility at the New Clark City* in pertaining to the business **AQUA 76 Co.** represented under my name, request for printing of receipts, receive payments, sign and execute on my behalf papers to give effect for file transactions.

To act as my general representative and to SIGN, EXECUTE and RECEIVE in my name all papers or documents that may be required to accomplish the aforementioned authority.

HEREBY GRANTING unto our representative full power and authority to execute and perform every act necessary to render effective the power to sell the foregoing properties, as though we ourselves, have so performed it, and HEREBY APPROVING ALL that he may do by virtue hereof with full right of substitution of his person and revocation of this instrument.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND 4 200 OF

20 At Angeles City

RICARDO S. BALATBAT
(Name of Principal)

Republic of the Philippines)

SEGUNDO N BELLO JR. (Attorney-In-Fact)

SEGUNDO N BELLO JR. (Attorney-In-Fact)

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

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

Doc. No. ; Page No. ; Book No. ; Series of 2011. Notary Public

ATTY. DENNIS B. LIZARES

Notary Public

Until December 31, 2021

PTR No. 7542351-01/06/2020

IBP No. 103560-01/10/2020

Both In Pampanga

Roll No. 54501

MCLE Compliance No. VI-003517

Issued on June 21, 2019 Pasis City

Commission No. 02-30

he certied By