



**SUPPLY, DELIVERY AND  
INSTALLATION OF  
ELECTRO-MECHANICAL  
EQUIPMENT**

**for**

**LARC TAMLONG PUMP STATION**

**BIDDING DOCUMENTS**

LARC BID DOCS 11-001-22

ITB 11-001-22

PR # ACU-22-501

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## SECTION I. INVITATION TO BID

November 21, 2022

ITB No. 11-001-22

**Subject: INVITATION TO BID**  
▪ **SUPPLY, DELIVERY, AND INSTALLATION OF ELECTROMECHANICAL EQUIPMENT FOR TAMLONG PUMP STATION**

Dear Sir/Madam:

The Laguna Water District Aquatech Resources Corporation (LARC) is inviting all interested bidders to participate in the bidding for the **Supply, Delivery and Installation of Electromechanical Equipment for LARC Tamlong Pump Station** with Approved Budget for the Contract (ABC) amounting to **Nine Hundred Fifty Thousand Pesos (PhP 950,000.00)**.

**Bidders should have successfully undertaken and completed similar projects costing at least 50% of the ABC within the past three (3) years.**

**Bid Schedule:**

BAC ACTIVITIES	SCHEDULE OF ACTIVITIES
Advertisement/ Invitation/ Start of Issuance of bidding documents	November 28, 2022
Pre-Bid Conference & Site Inspection	December 02, 2022; 1:30 pm @ LARC Corporate Center, Maahas Los Banos Laguna
Submission of Bids (Eligibility, Technical, Financial Proposal)	On or before 9:00am, December 9, 2022
Bid Opening	December 9, 2022, at 10:00 am
Post Qualification	To be scheduled

A complete set of bidding documents may be acquired by interested Bidders on November 28, 2022 from LARC Bids and Awards Committee through Tel/Fax No.: (049) 536-4127/ 523-8518 loc. 106, (02) 584-4271/ email: [larc.cmsg@larc.com.ph](mailto:larc.cmsg@larc.com.ph) website: <https://larc.com.ph>.

Bids must be duly received by the BAC Secretariat through manual submission at LARC office Maahas Los Banos Laguna on or before 9:00 am of December 16, 2022. Late bids shall not be accepted.

LARC reserves the right to reject any or all the bids, waive the required formalities, and accept the bid that it deems to be most advantageous to the company.

Please refer to the Bidding Documents for further information. You may visit <https://larc.com.ph> to download the bidding documents.

Very truly yours,

  
**ENGR. JUAN PAULO BUENAAGUA**  
Chairman, LARC-BAC

**SECTION II. INSTRUCTIONS TO BIDDERS**

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**A. General**

**1. Scope of Bid**

1.1. Laguna Water District Aquatech Resources Corporation (“LARC”) invites bids for the for the supply and delivery of the Goods, as described in Section IV. Specification.

1.2. The name, identification, and number of lots specific to this bidding are:

**SUPPLY, DELIVERY, AND INSTALLATION OF ELECTRO-MECHANICAL EQUIPMENT  
FOR TAMLONG PUMP STATION**

The contracting strategy and basis of evaluation of lots is described in ITB Clause 27.

1.3. The successful Bidder will be expected to complete the PROJECT by the intended completion date:

**Within one (1) week upon issuance of Notice to Proceed**

1.4. Source of Funds

**LARC CAPEX 2022 1.2.a.2**

**2. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

2.1. LARC, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of LARC, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive LARC of the benefits of free and open competition;

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of LARC, designed to establish bid prices at artificial, non-competitive levels; and

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

- (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of LARC into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of LARC.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract.
- 2.2. Further, LARC will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 2.3. Furthermore, LARC reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause **Error! Reference source not found.**

### 3. Conflict of Interest

The Bidder (including all members of the joint venture and the nominated organization being put forward) must not be related by consanguinity or affinity up to the third civil degree to any employee of LARC. Any such conflict of interest will result to disqualification of the Bidder.

Hence, bidders are encouraged to submit as bid clarification in case any possible conflict of interest they foresee that may fall within the provision of this clause

### 4. Eligible Bidders

- 4.1. The following persons shall be eligible to participate in this Bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;

- (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines.
  - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract:
- 4.2. LARC may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement.
- 4.3. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, **equivalent to at least fifty percent (50%) of the ABC** adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index.
- 4.4. The Bidder must submit a computation of its **Net Financial Contracting Capacity (NFCC)**, which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

## 5. Bidder's Responsibilities

- 5.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VI. Bidding Forms as required.
- 5.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided.
  - (e) Ensuring that 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;
  - (f) Authorizing LARC or its duly authorized representative/s to verify all the documents submitted;

- (g) Ensuring that the signatory is the duly authorized representative of the Bidder, and 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, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (h) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.  
In case there is a finding by LARC or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
  - (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.  
In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and
  - (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (i) Ensuring that it 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 LARC;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 5.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 5.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

- 5.5. LARC shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by LARC. However, LARC shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 5.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 5.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and LARC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 5.8. The Bidder should note that LARC will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **6. Subcontracts**

- 6.1. The Bidder may subcontract portions of the Works to an extent as may be approved by LARC as prescribed in Section VI. Bidding Forms. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 6.2. In the event that any subcontractor is found by LARC to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 6.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

### **B. Contents of Bidding Documents**

## **7. Pre-Bid Conference**

- 7.1. A pre-bid conference shall be held at the venue and on the date indicated on the **Invitation to Bid**, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 7.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand LARC's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents in the Supplemental/Bid Bulletin.
- 7.3. Decisions of the BAC amending any provision of the bidding documents shall be issued electronically or in writing through a Supplemental/Bid Bulletin before the deadline for the submission and receipt of bids.

## **8. Clarification and Amendment of Bidding Documents**

The Bidder may request for clarifications on and or interpretation of any part of the Bidding Documents. It must be in writing and submitted to LARC BAC Secretariat at least three (3) calendar days before the deadline set for the submission and receipt of Bids. The BAC shall respond to the said requests by issuing a Bid Bulletin, to be made available at least two (2) days before the deadline for the submission and receipt of bids thru the email of the bidders.

### C. Preparation of Bids

#### 9. Language of Bids

The Proposal prepared by the Bidder and all correspondence and documents relating to the Proposal, exchanged by the Bidder and LARC shall be in the English language.

#### 10. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the following documents:

##### Legal Documents

- (a) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document
- (b) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located, including Location Map;
- (c) The prospective Bidder's Audited Financial Statement for the preceding calendar year which should not be earlier than two (2) years from the date of submission;
- (d) Tax Clearance per Executive Order 398 Series of 2005, as finally reviewed and approved by the BIR

##### Technical Documents

- (e) **Statement of all its ongoing government and private contracts, including contracts awarded but not yet started**, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

**Statement of the Bidder's SLCC** similar to the contract to be bid. The two statements required shall indicate for each contract the following:

- (1) name of the contract;
- (2) date of the contract;
- (3) contract duration;
- (4) owner's name and address;
- (5) kind of goods;
- (6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;

- (7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- (8) date of delivery; and
- (9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner. In case of contracts with the private sector, an equivalent document shall be submitted;

- (f) **NFCC computation (Net Financial Contracting Capacity)**
- (g) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.
- (h) Bid security in accordance with **ITB** Clause 16.
- (i) Authority of Signing Official
- (j) Omnibus Sworn Statement
- (k) Conformity with technical specifications, as enumerated and specified in Sections IV of the Bidding Documents; and
- (l) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

## 11. Documents Comprising the Bid: Financial Component

11.1. The second envelope - financial component of the bid shall contain the following:

- (a) Bid Form

If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued; and

Any other document related to the financial component of the bid

- (b) Schedule of Prices/ Bill of Quantities

11.2. All Bids that exceed the ABC shall not be accepted.

## 12. Alternative Bids

12.1. If the Bidder wishes to offer an alternative proposal, this must be in a separate document in addition to a compliant tender. If a compliant tender is not submitted,

the alternative proposal will not be considered notwithstanding the submission of such alternative proposal.

- 12.2. Each alternative proposal should be clearly referenced and shall include full and detailed particulars of the benefits to LARC of the alternative solution.
- 12.3. Each alternative proposal shall be submitted with full specifications.
- 12.4. Each alternative Tender must comply with the whole requirements/scope of the Invitation to Bidders and the Bidder should in all circumstances submit rates/prices which are reflective on a like for like basis as a minimum to their compliant proposal.

### **13. Bid Prices**

- 13.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free, except those required by law or regulations to be provided for.
- 13.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 13.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances approved by LARC. Upon the recommendation of LARC, price escalation may be allowed in extraordinary circumstances. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

### **14. Bid Currencies**

- 14.1. All bid prices shall be quoted in Philippine Pesos.
- 14.2. Payment of the contract price shall be made in Philippine Pesos.

### **15. Bid Validity**

- 15.1. Bids shall remain valid for a period not less than one hundred eighty (180) calendar days from the date of the opening of bids.
- 15.2. In exceptional circumstances, prior to the expiration of the bid validity period, LARC may request Bidders to extend the period of validity of their bids. The request

and the responses shall be made in writing. The bid security described in **ITB** Clause 16 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## 16. Bid Security

- 16.1. The Bidder shall submit a **Bid Securing Declaration** or any form of Bid Security in an amount stated in the **in the table below**:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with LARC and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any procurement activity in the event it violates any of the conditions stated therein.

- 16.2. The bid security should be valid for one hundred eighty (180) calendar days. Any bid not accompanied by an acceptable bid security shall be rejected by LARC BAC.
- 16.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the winning Bidder has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 16.2.
- 16.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 29, and the posting of the performance security, pursuant to **ITB** Clause 30, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 16.2.
- 16.5. The bid security may be forfeited:
- (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;

- (ii) does not accept the correction of errors pursuant to **ITB** Clause 25.3(b);
  - (iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 28.2;
  - (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with LARC without justifiable cause, after the Bidder had been adjudged the winning Bidder;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 29;
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 30.

## 17. Format and Signing of Bids

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VI. Bidding Forms on or before the deadline specified in the **ITB** Clause 19 in one (1) separate sealed bid envelope, and which shall be submitted simultaneously. The first shall contain the eligibility and technical component of the bid **ITB** Clause 10.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes.
- 19.4 Each and every page of the Bid Form, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

**18. Sealing and Marking of Bids**

- 18.1 Bidders shall enclose their original technical documents, in one sealed envelope marked “ORIGINAL – ELIGIBILITY AND TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”
- 18.2 The original copy of the bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 18.3 The outer envelope shall:
- (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to LARC’s BAC in accordance with **ITB** Clause 20.1;
  - (d) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 19.
- 18.4 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or LARC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

**D. Submission and Opening of Bids**

**19. Deadline for Submission of Bids**

Bids must be received by LARC’s BAC at the address and on or before the date and time indicated in the **Invitation to Bid**.

**20. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by LARC BAC, pursuant to **ITB** Clause 19, shall be declared “Late” and shall not be accepted by LARC BAC

**21. Modification and Withdrawal of Bids**

- 21.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by LARC prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 21.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by LARC prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 21.3. Bids requested to be withdrawn in accordance with **ITB** Clause 21.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 21.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 16.5, and the imposition of administrative, civil, and criminal sanctions.

## **22. Opening and Preliminary Examination of Bids**

- 22.1. The Technical Proposal will be opened immediately after the deadline for the submission of bids. Bids' compliance with the required Bid Security shall be determined at bid opening. A Proposal that does not comply with the required Bid Security shall be declared non-complying and the bid of the concerned Bidder for shall be rejected. Financial Proposals of rejected Bids shall be returned unopened.
- 22.2. The financial proposals of technically complying bids will be opened during the financial bid opening as set by LARC Board. LARC shall ensure the safe keeping of all financial bids during the conduct of the technical evaluation.
- 22.3. The Bidder's authorized representative may be invited to attend as a witness to the opening of the technical proposals. The time and venue of the opening of the financial bid will be at the discretion of the LARC Board.
- 22.4. All financial proposals of non-complying bidders will be returned to the Bidders unopened.

### **E. Evaluation and Comparison of Bids**

## **23. Process to be Confidential**

- 23.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 23.2. Any effort by a Bidder to influence LARC in LARC's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

**24. Clarification of Bids**

To assist in the evaluation, comparison and post-qualification of the bids, LARC BAC may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by LARC BAC shall not be considered

**25. Detailed Evaluation and Comparison of Bids**

- 25.1. LARC Board will open the financial envelopes on their schedule, LARC BAC will then undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 25.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 25.3. LARC's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the bidding documents allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to LARC, except those required by law or regulations to be provided for; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 25.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.
- 25.5. LARC BAC's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 25.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes,

such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

- 25.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to LARC. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately.

## 26. Post Qualification

- 26.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 0, and 10.1(k).
- 26.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 0 and 10.1(k), as well as other information as LARC deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 26.3. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall recommend to LARC Management the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 28.3.
- 26.4. A negative determination shall result in rejection of the Bidder's bid, in which event BAC shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until a Bidder is determined for recommendation of contract award.
- 26.5. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds, LARC Management shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with LARC.

## 27. Reservation Clause

- 27.1. Notwithstanding the eligibility or post-qualification of a Bidder, BAC reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or

bid evaluation criteria, BAC shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

- 27.2. Based on the following grounds, LARC reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of LARC, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If LARC's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by LARC;
    - (ii) If the project is no longer necessary as determined by LARC; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of LARC.
- 27.3. In addition, LARC may likewise declare a failure of bidding when:
- (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements, fail post-qualification; or
  - (d) The winning Bidder refuses, without justifiable cause, to accept the award of contract, and no award is made.

#### **F. Award of Contract**

#### **28. Contract Award**

- 28.1. Subject to **ITB** Clause 26, LARC or its duly authorized representative shall award the contract to the winning Bidder.
- 28.2. Prior to the expiration of the period of bid validity, LARC shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed within two (2) days by the winning Bidder and submitted personally or sent by registered mail or electronically to LARC.
- 28.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Posting of the performance security in accordance with **ITB** Clause 30;

- (b) Signing of the contract as provided in ITB Clause 29; and

**29. Signing of the Contract**

- 29.1. At the same time as LARC notifies the successful Bidder that its bid has been accepted, LARC shall send the Contract Form of Agreement to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 29.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to LARC.
- 29.3. LARC shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 29.4. The following documents shall form part of the contract:
  - (a) Form of Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning Bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from LARC’s bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract

**30. Performance Security**

- 30.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from LARC and in no case later than the signing of the contract.
- 30.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of LARC in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 30.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event LARC shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until a new successful Bidder is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

**31. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the Contract, LARC shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**SECTION III. GENERAL CONDITIONS OF CONTRACT**

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## 1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the **LARC** and the **SUPPLIER**, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the **SUPPLIER** under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the **SUPPLIER** is required to provide to the **LARC** under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the **SUPPLIER** covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The **LARC**” means the **Laguna Water District Aquatech Resources Corporation**.
- (h) “The **LARC**’s country” is the Philippines.
- (i) The “Funding Source” means the **LARC CAPEX 2022 1.2.a.2**
- (j) “The Project Site,” is at **BRGY. TAMLONG, CALAUAN LAGUNA**
- (k) “Day” means calendar day.
- (l) The “Effective Date” of the contract will be the date of receipt by the **SUPPLIER** of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (m) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the **LARC** setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. The **LARC** as well as the bidders, contractors, or **SUPPLIERS** shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the **LARC**:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the **LARC**, and includes collusive practices among Bidders (prior to or after proposal submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the **LARC** of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the **LARC**, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the **LARC** or any foreign government/foreign or international financing institution into allegations of corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing, or intimidating any party to prevent from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigations; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the **LARC** or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or **LARC**, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1. (a).

**3. Inspection and Audit by the Funding Source**

The **SUPPLIER** shall permit the Funding Source to inspect the **SUPPLIER**'s accounts and records relating to the performance of the **SUPPLIER** and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

**4. Governing Law and Language**

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

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

**5. Notices**

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified below:

LARC: ENGR. EMIL Q. PUERTO  
General Manager  
KM. 65 Manila South Road Maahas Los Banos Laguna  
+6349 536 4127; 523 8518  
larc.main@larc.com.ph

SUPPLIER:

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed below for **GCC** Clause 5.1.

Notice shall be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of facsimiles, within four (4) hours following confirmed transmission;or
- (c) In the case of telegrams, within four (4) hours following confirmed transmission.

## 6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in **Schedule of Requirements**.

6.2. 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.

6.3. The **SUPPLIER** is required to provide all of the following services, including additional services, if any, specified in Schedule of Requirements:

- (a) 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 Laguna Water District Aquatech Resources Corporation's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

## 7. Subcontracting

7.1. Subcontracting of any portion of the Goods, does not relieve the **SUPPLIER** of any liability or obligation under this Contract. The **SUPPLIER** will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the **SUPPLIER's** own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the **LARC**.

## 8. LARC's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the **SUPPLIER** obtain permits, approvals, import, and other licenses from local public authorities, the **LARC** shall, if so needed by the **SUPPLIER**, make its best effort to assist the **SUPPLIER** in complying with such requirements in a timely and expeditious manner.
- 8.2. The **LARC** shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

## 9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all proposed prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval in accordance with Section 61 of RA 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the **SUPPLIER** for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the **SUPPLIER** in its proposal, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the **LARC** to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the **LARC** to cover the **SUPPLIER**'s warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2 The **SUPPLIER**'s request(s) for payment shall be made to the **LARC** in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the **LARC**, but in no case later than sixty (60) days after submission of an invoice or claim by the **SUPPLIER**.
- 10.4. The currency in which payment is made to the **SUPPLIER** under this Contract shall be in Philippine Pesos.

**11. Advance Payment**

11.1 LARC shall, upon a written request of the **SUPPLIER** which shall be submitted as a contract document, make an advance payment to the **SUPPLIER** in an amount equal to twenty percent (20%) of the total contract price;

11.2. The advance payment shall be made only upon the submission to and acceptance by the LARC of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by LARC.

11.3. The advance payment shall be repaid by the **SUPPLIER** by deducting twenty percent (20 %) from his periodic progress payments.

11.4. The **SUPPLIER** may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

11.5 A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by LARC for the following services where requirement of down payment is a standard industry practice:

- a. Hotel and restaurant services;
- b. Use of conference/seminar and exhibit areas; and
- c. Lease of office space.

11.6. Advance payment not to exceed twenty percent (20%) of the contract amount, unless otherwise approved by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities and emergencies.

11.7. For Goods supplied from abroad, ten percent (10%) of the Contract price shall be paid within sixty (60) calendar days from signing of the contract and upon submission of a claim and a bank guarantee issued by a licensed bank for the equivalent amount valid until the Goods are delivered.

**12. Taxes and Duties**

The **SUPPLIER**, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

**13. Performance Security**

- 13.1 Within five (5) calendar days from receipt of the Notice of Award from the **LARC** but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security.
- 13.2. The performance security posted in favor of the **LARC** shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the **LARC** of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the **LARC** and returned to the **SUPPLIER** after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the **SUPPLIER** or the surety company filed by the **LARC**;
  - (b) The **SUPPLIER** has no pending claims for labor and materials filed against it;
- 13.5. In case of a reduction of the contract value, the **LARC** shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 14. Use of Contract Documents and Information**
- 14.1. The **SUPPLIER** shall not, except for purposes of performing the obligations in this Contract, without the **LARC**'s prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the **LARC**. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the **LARC** and shall be returned (all copies) to the **LARC** on completion of the **SUPPLIER**'s performance under this Contract if so required by the **LARC**.
- 15. Standards**
- The Goods provided under this Contract shall conform to the standards mentioned in the **Technical Specification**; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.
- 16. Inspection and Tests**

- 16.1 The **LARC** or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the **LARC**. The **LARC** shall specify what inspections and/or tests the **LARC** requires and where they are to be conducted. The **LARC** shall notify the **SUPPLIER** in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the **SUPPLIER** or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the **SUPPLIER** or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the **LARC**.
- 16.3. The **LARC** or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the **LARC** shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4 The **LARC** may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The **SUPPLIER** shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the **LARC**, and shall repeat the test and/or inspection, at no cost to the **LARC**, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The **SUPPLIER** agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the **LARC** or its representative, shall release the **SUPPLIER** from any warranties or other obligations under this Contract.
- 17. Warranty**
- 17.1. The **SUPPLIER** warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the **LARC** provides otherwise.
- 17.2. The **SUPPLIER** further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the **SUPPLIER** that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a warranty shall be required from the **SUPPLIER** for a minimum period of One (1) year after acceptance by LARC of the delivered goods or after the goods are

consumed, whichever earlier. The obligation for the warranty shall be covered by, at the **SUPPLIER's** option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price. The said amounts shall only be released after the lapse of the warranty period; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. The **LARC** shall promptly notify the **SUPPLIER** in writing of any claims arising under this warranty. Upon receipt of such notice, the **SUPPLIER** shall, within the period of One (1) month and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the **LARC**.

17.5. If the **SUPPLIER**, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4., the **LARC** may proceed to take such remedial action as may be necessary, at the **SUPPLIER's** risk and expense and without prejudice to any other rights which the **LARC** may have against the **SUPPLIER** under the Contract and under the applicable law.

## 18. Delays in the **SUPPLIER's** Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the **SUPPLIER** in accordance with the time schedule prescribed by the **LARC** in **Schedule of Requirements**.

18.2. If at any time during the performance of this Contract, the **SUPPLIER** or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the **SUPPLIER** shall promptly notify the **LARC** in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the **SUPPLIER's** notice, and upon causes provided for under **GCC** Clause 22, the **LARC** shall evaluate the situation and may extend the **SUPPLIER's** time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under **GCC** Clause 22, a delay by the **SUPPLIER** in the performance of its obligations shall render the **SUPPLIER** liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

## 19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the **SUPPLIER** fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **LARC** shall, without prejudice to its other remedies under this Contract and

under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified below:

- The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.
- The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the LARC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

## 20. Settlement of Disputes

20.1. If any dispute or difference of any kind whatsoever shall arise between the **LARC** and the **SUPPLIER** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the **LARC** or the **SUPPLIER** may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4. In the case of a dispute between the **LARC** and the **SUPPLIER**, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the **LARC** shall pay the **SUPPLIER** any monies due the **SUPPLIER**.

## 21. Liability of the SUPPLIER

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

21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the **SUPPLIER** to the **LARC** shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 22. Force Majeure

22.1. The **SUPPLIER** shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. 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 **SUPPLIER** could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the **SUPPLIER**. Such events may include, but not limited to, acts of the **LARC** in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a *force majeure* situation arises, the **SUPPLIER** shall promptly notify the **LARC** in writing of such condition and the cause thereof. Unless otherwise directed by the **LARC** in writing, the **SUPPLIER** 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 the *force majeure*.

## 23. Termination for Default

23.1. The **LARC** shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of *force majeure*, the **SUPPLIER** fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the **LARC** pursuant to a request made by the **SUPPLIER** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

(b) As a result of *force majeure*, the **SUPPLIER** is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the **LARC** stating that the circumstance of *force majeure* is deemed to have ceased; or

(c) The **SUPPLIER** fails to perform any other obligation under the Contract.

23.2. In the event the **LARC** terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the **LARC** may procure, upon such

terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the **SUPPLIER** shall be liable to the **LARC** for any excess costs for such similar Goods or Services. However, the **SUPPLIER** shall continue performance of this Contract to the extent not terminated.

- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the **SUPPLIER**, the **LARC** may terminate this Contract, forfeit the **SUPPLIER's** performance security and award the same to a qualified **SUPPLIER**.

**24. Termination for Insolvency**

The **LARC** shall terminate this Contract if the **SUPPLIER** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the **SUPPLIER**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **LARC** and/or the **SUPPLIER**.

**25. Termination for Convenience**

- 25.1. The **LARC** may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the **LARC** may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the **SUPPLIER's** receipt of Notice to Terminate shall be accepted by the **LARC** at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the **LARC** may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the **SUPPLIER** an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the **SUPPLIER**.
- 25.3. If the **SUPPLIER** suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the **LARC** which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the **SUPPLIER** to the satisfaction of the **LARC** before recovery may be made.

**26. Termination for Unlawful Acts**

26.1. The **LARC** may terminate this Contract in case it is determined *prima facie* that the **SUPPLIER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices;
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

**27. Procedures for Termination of Contracts**

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the **LARC** shall terminate this Contract only by a written notice to the **SUPPLIER** conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the **SUPPLIER** to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the **LARC**, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the **SUPPLIER** shall submit to the Head of the **LARC** a verified position paper stating why this Contract should not be terminated. If the **SUPPLIER** fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the **LARC** shall issue an order terminating this Contract;
- (e) The **LARC** may, at anytime before receipt of the **SUPPLIER**'s verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the **SUPPLIER**'s receipt of the notice;

- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the **LARC** shall decide whether or not to terminate this Contract. It shall serve a written notice to the **SUPPLIER** of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the **SUPPLIER** of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the **LARC** may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the **LARC**; and
- (h) The **SUPPLIER** must serve a written notice to the **LARC** of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the **LARC**.

**28. Assignment of Rights**

The **SUPPLIER** shall not assign his rights or obligations under this Contract, in whole or in part, except with the **LARC's** prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

**SECTION IV. SPECIFICATIONS**

Item	Specification	Statement of Compliance
		<p>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and crossreferenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</p>
<b>Supply and delivery of Electro-mechanical equipment and accessories</b>		
1	<p>a. Submersible Pump (Brand and model depends on the available unit)</p> <ul style="list-style-type: none"> <li>• Q = 10.27 m<sup>3</sup>/hr</li> <li>• TDH = 105 meters</li> <li>• Pump speed = 3450 rpm</li> <li>• Diameter = 4 inches</li> <li>• Pump Material = Stainless steel AISI 304</li> <li>• Pump outlet = 2”</li> </ul>	
2	<p>b. Submersible Motor</p> <ul style="list-style-type: none"> <li>• Rating = 7.5 hp</li> <li>• Diameter = 4 inches</li> <li>• 3-phase, 460 volts, 1.15 s.f., 60hz</li> <li>• High thrust motor</li> </ul>	

3	<p>c. Motor Controller</p> <ul style="list-style-type: none"> <li>• 7.5 hp or higher Variable Speed Drive, Single to 3-phase</li> <li>• Wired in NEMA12 enclosure, exhaust fan and blower, door lock and hinges complete with combination circuit breaker, TVSS, magnetic contactor, liquid level control LH type with sensing electrodes, overvoltage and undervoltage relay, h-o-a selector switch indicating pilot lights, start/stop push button, auto-auxiliary relay, enclosed in an IP 65 enclosure</li> </ul>	
4	<p>d. Column pipe</p> <ul style="list-style-type: none"> <li>• Material = uPVC pipe</li> <li>• Diameter = 2"</li> <li>• Outer Dia. = 59.8mm (min) / 60.1mm (max)</li> <li>• Effect. Length = 3010mm</li> <li>• Wall thickness at Ends = 5.5mm (min) / 5.8mm (max)</li> <li>• Wall thickness at Center = 3.4mm (min) / 3.7mm (max)</li> <li>• Permissible hydrostatic pressure = 20 kg/cm<sup>2</sup></li> <li>• Quantity = 30 pcs x 3 meters</li> <li>• With coupling, top and bottom adaptor</li> <li>• Square thread</li> </ul>	
5	<p>e. Submersible flat cable</p> <ul style="list-style-type: none"> <li>• Size = 22mm<sup>2</sup>, AWG3, double jacketed</li> <li>• Voltage = 600 volts</li> <li>• Length = 120 meter</li> </ul>	
6	<p>f. Accessories</p> <ul style="list-style-type: none"> <li>• Well seal</li> <li>• Splicing kit, splicing tape, electrical tape</li> <li>• Electrical wire #14</li> </ul>	
<b>Supply of Labor</b>		
7	Camera logging (before and after)	
8	Mobilization and demobilization on the project site	
9	Supply of labor, tools, materials, equipment, and consumables	
10	Installation of submersible pump, motor, and appurtenances	

11	Testing and commissioning	
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**Delivery** within one (1) week upon issuance of Notice to Proceed

**Warranty** One (1) year warranty against factory defects,  
One (1) year warranty against workmanship issues.

**SECTION V. BILL OF QUANTITIES**

**BILL OF QUANTITIES**

Page \_\_\_ of \_\_\_

Item No.	Description	Quantity	Unit	AMOUNT	
				(in words)	(in figures)
LOT 1	<b>SUPPLY, DELIVERY, AND INSTALLATION OF ELECTRO-MECHANICAL EQUIPMENT FOR TAMLONG PUMP STATION</b>				

**SECTION VI. BIDDING FORMS**

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## Bid Form

---

Date: \_\_\_\_\_

IB N°: \_\_\_\_\_

To: LAGUNA WATER DISTRICT AQUATECH RESOURCES CORPORATION  
Address: Km. 65 Manila South Road Maahas Los Banos Laguna

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **SUPPLY, DELIVERY, AND INSTALLATION OF ELECTRO-MECHANICAL EQUIPMENT FOR TAMLONG PUMP STATION;**
- (b) We offer to execute this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;
- The total price of our Bid, excluding any discounts offered below is: *[insert information]*;
- The discounts offered and the methodology for their application are: *[insert information]*;
- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and 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 the *[Name of Project]* of the *[LARC]*.
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## Form of Contract Agreement

---

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *Laguna Water District Aquatech Resources Corporation (LARC)* with principal office address at *Km. 65 Manila South Road Maahs Los Banos Laguna* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **SUPPLY, DELIVERY, AND INSTALLATION OF ELECTRO-MECHANICAL EQUIPMENT FOR TAMLONG PUMP STATION** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

Binding Signature of LARC

\_\_\_\_\_

Binding Signature of Supplier

\_\_\_\_\_

*[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]*

## Omnibus Sworn Statement

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 LARC] [insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative];

*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 LARC], accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. [Name of Bidder] is not "blacklisted" or barred from bidding by LARC 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 LARC Procurement Policy Board;
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 LARC 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 LARC, 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 LARC, 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 LARC, 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 following responsibilities as a Bidder:

- 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
- d) Inquire or secure 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 LARC in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

**Bid-Securing Declaration**

(REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.  
x-----x

**Invitation to Bid 11-001-22**

To: LAGUNA WATER DISTRICT AQUATECH RESOURCES CORPORATION  
Km. 65 Manila South Road Maahas Los Banos Laguna

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

**AUTHORITY OF THE SIGNING OFFICIAL**

Date: [insert day, month, year]

Project Code:

Page [insert page number] of [insert total number] pages

**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ (Project ID-No.) \_\_\_\_\_ by \_(Name of the Procuring Entity)\_; and that if awarded the project shall enter into a contract with the \_(Name of the Procuring Entity)\_; and in connection therewith hereby appoint \_\_\_\_\_, acting as duly authorized and designated representatives of \_\_\_\_\_, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ in the bidding as fully and effectively as the \_\_\_\_\_ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the \_\_\_\_\_ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_.

\_\_\_\_\_

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.



