

Omnibus Sworn Statement
For Emergency Procurement under Republic Act No. 11469 otherwise known as the
“Bayanihan to Heal as One Act”

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

A F F I D A V I T

I, PATRICK NICHOLAS P. DAVID, of legal age, married, Filipino, and residing at 301 Yanoi Bldg. Royal Palm Ususan, Taguig, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of NGAC Phase 1 Joint Venture (“NGAC JV”) with office address at National Government Administrative Center (“NGAC”), Integrated Operation Center, Aranguren, Capas, Tarlac, Region III, Philippines 2009;
2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the NGAC JV in the bidding as shown in the attached Secretary’s Certificate issued by the joint venture;
3. NGAC JV is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. NGAC JV commits to submit all the mandatory documentary requirements in Item 4.1 of the Guidelines for the Procurement Activities under RA No. 11469 or the Bayanihan to Heal as One Act at any time before award of contract or after award but prior to payment of contract but before payment;
5. NGAC JV confirms that the posting of a performance security has been dispensed with due to the urgent need for the procurement covered by Republic Act (RA) No. 11469 or the Bayanihan to Heal as One Act. In lieu thereof, NGAC JV hereby commits to perform and deliver all of the obligations and undertakings, including the warranty provisions under the contract covering the procurement at hand. NGAC JV further agrees and accepts that failure to perform or deliver any of such obligations and undertakings shall result in Blacklisting of NGAC JV for two (2) years in all government procurement activities following the procedure under the Guidelines for the Procurement Activities under RA No. 11469 or the Bayanihan to Heal as One Act. Moreover, in case advance payment was made or given, failure to perform or deliver any of said obligations and undertakings shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code;
6. NGAC JV warrants for a period stipulated in the contract covering the procurement at hand that the Goods or Infrastructure projects to be delivered shall be free from



defects and conform with quality standards and technical specifications of the said contract;


7. 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;
8. NGAC JV is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
9. None of the officers, directors, and controlling stockholders of NGAC JV is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
10. NGAC JV complies with existing labor laws and standards;
11. NGAC JV is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Procurement/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 Contract of Lease of the Government Residences for Health Care Workers; and
12. NGAC JV did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this FEB 11 2021 day of FEB 11 2021, 2020 at MAKATI CITY, Philippines.


PATRICK NICHOLAS P. DAVID
Affiant

SUBSCRIBED AND SWORN TO before me this day of , 2021 at MAKATI CITY, Philippines, affiant exhibiting to me his competent evidence of identity as ff: Philippine Passport No. P0541681A, issued on 6 October 2016 at DFA Manila.

DOC NO. 139 ;
PAGE NO. 29 ;
BOOK NO. VI ;
SERIES OF 2021.

NOTARY PUBLIC

ATTY. MARIE ELIZABETH L. LOTTILLA
Notary Public - Makati City
Appt. No M-34 until December 31, 2021
Roll of Attorneys No. 73452
IBP No. 136226; December 21, 2020
PTR No. MKT-8531256; January 5, 2011
MCLE Exempt - Admitted to Bar on June 13, 2011
7727 E. Jacinto cor. Medina St.
Brgy Pio Del Pilar, Makati City