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/MUNICIPALITY OF APAS TARLES.

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I, **ARNEL S. ZARCO**, of legal age, Married, Filipino, and residing at Lot 3 Block 6 Aries St. Angeles Citicenter Phase 4 Pandan Rd., after having been duly sworn in accordance with law, do hereby depose and state that:

- I am the sole proprietor of CRYSTAL DEW PURIFIED WATER REFILLING STATION with office address at Lot 7 Block 67, Phase II, Brgy. Cristo Rey, Capas, Tarlac;
- As the owner and sole proprietor of CRYSTAL DEW PURIFIED WATER REFILLING STATION, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for the Supply of Drinking Water for the Temporary Quarantine Facilities at the National Government of the BCDA;
- CRYSTAL DEW PURIFIED WATER REFILLING STATION 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. CRYSTAL DEW PURIFIED WATER REFILLING STATION 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. CRYSTAL DEW PURIFIED WATER REFILLING STATION 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, CRYSTAL DEW PURIFIED WATER REFILLING STATION hereby commits to perform and deliver all of the obligations and undertakings, including the warranty provisions under the contract covering the procurement at hand. CRYSTAL DEW PURIFIED WATER REFILLING STATION further agrees and accepts that failure to perform or deliver any of such obligations and undertakings shall result in Blacklisting of CRYSTAL DEW PURIFIED WATER REFILLING STATION 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;

- CRYSTAL DEW PURIFIED WATER REFILLING STATION 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;
- 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;
- CRYSTAL DEW PURIFIED WATER REFILLING STATION is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted:
- I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
- 10. CRYSTAL DEW PURIFIED WATER REFILLING STATION complies with existing labor laws and standards;
- 11. CRYSTAL DEW PURIFIED WATER REFILLING STATION 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;
 - Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquire or secure Supplemental/Bid Bulletin(s) issued for the Supply of Drinking Water for the Temporary Quarantine Facilities at the National Government; and
- 12. CRYSTAL DEW PURIFIED WATER REFILLING STATION 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 thisday of B _	1 1	2021
2020 atapAS	WHEREOF, I have hereunto set my hand thisday		,

ARNEL S. ZARCO

SUBCRIBERC	AND SWO	RN TO	before	me	this con	1 1 200ay	of	2021	at
	Philippines.	Affiant	exhibiting	to m	ne his/her	competent	evidence	of identity	as
	issued	at		on_			iring		

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PTR No 0020843 T 01/-04-2021. Capas Tarlac IRP Lifetime Roll No 03237 01-06-04 Pasig City, Roll No 48101 MCLE Compliance No VI-0011039 08-01-18, Pasig City

ember 31, 2022