



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

19 JULY 2022

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. HO-TFM23-034 Ref. No. SVP230731 - NA 00720 and submit the same in a sealed envelope to be dropped in the designated drop box at the Bids and Contracts Services Division (BCSD), Ground Floor, Diliman, Quezon City **on or before 09:30 A.M. of 31 JULY 2022.**

The following documents must be submitted together with your quotation:

1. PhilGEPS Registration, whichever is applicable:

For Platinum Members:

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

For Red or Blue Members:

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

3. Other documents: **Please refer to the attached Terms of Reference (TOR)**

Additional Documentary Requirements, if applicable:

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

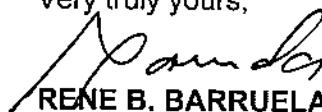
The **Warranty Period** shall be: N/A

The **Price Validity** is **120 Calendar Days.**

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

For further inquiries, please contact the BAC Secretariat, **Ms. Nathalie Claire R. Abarquez** at telephone no. 8921-3541/ local no. 5611 / Fax No. 8922-1622 with e-mail address at **bcسد@napocor.gov.ph and ncrabarquez@napocor.gov.ph.**

Very truly yours,


RENE B. BARRUELA

Vice President, Small Power Utilities Group and
Chairman, Bids and Awards Committee

BiR Road cor. Quezon Avenue, Diliman
Quezon City 1100, Philippines
Tel. Nos. (632) 921-3541 to 80 • Fax No. (632) 921-2468
Website: www.napocor.gov.ph





Republic of the Philippines
NATIONAL POWER CORPORATION

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

1. **Scope of Works:** PR NO. HO-TFM23-034/ REF NO. SP230731 ~NA00220

For the **STRUCTURAL EVALUATION/ASSESSMENT OF NPC-HEAD OFFICE BUILDING 1**

Item No.	DESCRIPTION	QTY.	ABC (PhP)
1	STRUCTURAL EVALUATION/ASSESSMENT OF NPC-HEAD OFFICE BUILDING 1	1 LOT	950,000.00
TOTAL AMOUNT			950,000.00

APPROVED BUDGET FOR THE CONTRACT: PHP 950,000.00

Note:

- Please refer to the attached detailed Terms of Reference.
- Kindly provide detailed proposal/bid offer to the Clause 7.1 Consultancy Cost.

2. Delivery Period

Delivery period shall be Eight weeks from the commencement of the contract.

3. Delivery Point

Items and works shall be delivered and done at NPC – Head Office, Diliman, Quezon City.

4. Bid Submission

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

5. Late Bids

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

6. Bid Prices

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

7. Bid Price Validity

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

8. Eligibility Criteria

- a. Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.
- b. From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Lowest Calculated Bid (LCB).

9. Detailed Evaluation and Comparison of Bids

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

10. Post-qualification

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

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

11. Total Contract Price

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

12. Notice to Supplier

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

13. PO Effectivity

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

14. Terms of Payment

Terms of Payment shall be thirty (30) calendar days after submission of complete supporting documents.

15. Warranty

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

16. Liquidated Damages

Where the supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any time of extension duly granted and is hereby in default under the contract, the supplier shall pay NPC for liquidated damages, and not by way of penalty, an amount equal to at least one tenth (1/10) of one percent (1%) of the cost of the undelivered/unperformed portion of the items/works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of

the contract, the procuring entity may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it (Section 68 of the Revised IRR of RA 9184).

17. Liability of the Supplier

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

18. Disclosure of Relations

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

19. Administrative Sanctions

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

20. Reservation Clause

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

----- *remaining spaces are intentionally left blank* -----

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

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No. **HO-TFM23-034**. I agree with the conditions of the TOR and offer the following supplies with specific description:

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY		UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1	STRUCTURAL EVALUATION/ ASSESSMENT OF NPC-HEAD OFFICE BUILDING 1	1	LOT		
GRAND TOTAL					

Payment Terms: refer to Clause 8.0 of the addition terms of reference
 Delivery Period: Eight weeks from the commencement of the contract.
 Price Validity: One Hundred Twenty (120) Calendar Days
 Delivery Point: NPC-Head Office Warehouse, Diliman, Quezon City
 Warranty: not applicable

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

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



REPUBLIC OF THE PHILIPPINES
NATIONAL POWER CORPORATION
(Pambansang Korporasyon sa Elektrisidad)

TERMS OF REFERENCE

Name of Project : STRUCTURAL EVALUATION/ASSESSMENT OF
NPC-HEAD OFFICE BUILDING 1

Location : NPC HEAD OFFICE, BIR ROAD COR. QUEZON
AVE., DILIMAN, QUEZON CITY

Specs No. : LuzP23Z1592So

Terms of Reference Contents:

- 1 - INTRODUCTION
- 2 - OBJECTIVE
- 3 - SCOPE OF WORKS
- 4 - METHODOLOGY
- 5 - PROJECTED OUTPUT
- 6 - RECOMMENDED PERSONNEL
- 7 - PROJECT COST AND DURATION
- 8 - MODE OF PAYMENT
- 9 - SERVICES/FACILITIES TO BE PROVIDED
BY NPC

Design and Development Department



TERMS OF REFERENCE **(Consulting Services)**

1. INTRODUCTION

The National Power Corporation – Head Office Building 1 is located inside the NPC complex at the corner of Agham Road and Quezon Avenue in Diliman, Quezon City which serves as the primary office of the National Power Corporation.

The building was constructed in 1981 and has not undergone any major structural rehabilitation or repairs other than minor structural modification and aesthetic works, such as when the originally installed concrete canopy was replaced by relatively lighter materials in the late 1980s. This was undertaken after cracks were observed on the tension side of the exterior columns that were attributed to the stressed cantilever beams supporting the concrete canopy.

During the 1990 earthquake when deflections/settlements were noted in some slabs at the second and third floors, it was rectified by providing intermediate structural steel beams along the length of the slab. The bridgeway that connects the NPC Building and NGCP Building was provided with seismic gaps to disengage the two (2) buildings to allow subsequent movement between them.

To date, vibrations on some floor slabs have been occasionally observed while hairline cracks are also noted in other structural members of the building. Similar observation was also made by the Department of Public Works and Highways-National Capital Region (DPWH-NCR) inspection team when they found multiple cracks on the walls in the Commission on Audit (COA) office and at the basement near the cistern.

The structural evaluation of building 1 was undertaken by ESCA in 2016 using the 2010 NSCP. Considering the time elapsed and to ensure that the building remains adequate for its use and occupancy, an independent structural safety audit is considered necessary. The structural evaluation and hazard assessment can be contracted-out to qualified and competent Consultant with the technical and specialized skills in line with the latest codes and standards of the existing reinforcing concrete structures.

2. OBJECTIVE

The primary objective of the proposed consulting services is to comprehensively assess and review, verify, and enhance the structural soundness and stability of the NPC Head Office Building. These evaluations will be conducted in accordance with the most current and widely acknowledged structural standards, industry best practices, and established engineering principles.

Specifically, the works shall be aimed to achieve the following:

- Assess the structural soundness and safety of the building for its current use and occupancy;
- Determine the integrity of the building to withstand various natural calamities;
- Should the building be found unsafe and/or inadequate, formulate measures/interventions that would restore its stability to acceptable level and norms; and
- Produce detailed configurations, design calculations, design drawings, and specifications of the identified/recommended measures and interventions to be used;
- Produce a comprehensive/detailed quantity and cost estimate of the recommended measures/interventions including those that will be affected in the existing structure (architectural, civil, electro-mechanical and telecommunications).

3. SCOPE OF WORKS

To achieve the above defined objective, the conduct of structural evaluation/assessment shall include, but not limited to, the following works and activities:

3.1 PRE-EVALUATION PHASE

- Conduct a site ocular inspection and initial field measurements to establish actual site conditions for the building;
- Evaluation/review of available data/information including existing plans, soil data, core sample data, rebar tensile data, and other documents from previous reports, plans, and studies;
- Take photographs and record all structural and non-structural damages on the building, such as cracks, settlement, spalling, corrosion of rebar, and deflection;
- Preparation of inception report.

3.2 MATERIAL EXTRACTION, TESTING, AND DATA ANALYSIS

Material Extraction and Testing includes the following:

- Rebound hammer testing of concrete elements (columns, beams/girder, slabs, footing) to determine the surface hardness and compressive strength of the concrete;
- Rebar scanning shall be performed on selected columns, beams/girder, slab and footing to determine the position diameter and number of rebar provided that it will be sufficient as representative of the whole building;
- Extraction and testing of actual core samples for slabs, columns, beams/girders and footings. The core samples are extracted from locations that are determined by the initial rebound hammer test results;
- Extraction of rebar samples for tensile strength test;
- Perform restoration works on the restorable areas that will be damaged during investigation, already worn out, dilapidated and impractical to restore may not be restored; and
- Testing of actual structural strengths of columns, beams/girders, slabs, and footings.

The Consultant, as they may deem necessary to complete the works, can make other applicable test(s) that are not listed above but the execution of such alternative methods shall be subject to prior approval of NPC and should not constitute as the basis for any cost variation.

Data Analysis includes the following:

- Modeling of the building on computer software and entering all the information from Pre-evaluation phase, material extraction and testing.
- Structural engineering design analysis using the latest National Structural Code of the Philippines.
- Check each of the design capacities of all the structural elements (slab, beam, girder, column, and footing) especially the members with apparent indication of severe damages.
- Assess the structural adequacy and safety of the building structural elements (slab, beam, girder, column, and footing) to resist at least 8 magnitude earthquake.

3.3 FINAL EVALUATION

Final evaluation stage shall consist of the following major activities:

- Structural investigation thru computer models/software to determine the adequacy of the adopted scheme to resist at least 8 magnitude earthquake;
- Preparation of plans/detailed drawings, schedule of retrofitting for each structural member (slab, beam, girder, column and footing);
- Produce a comprehensive/detailed estimated cost of the measures/interventions for the retrofitting.
- Preparation of technical specifications;
- Value engineering;
- Preparation of implementation plans and work methodology/schedule, including PERT/CPM and projected cash flow; and
- Documentation.

4. METHODOLOGY

The Consultant shall assume the responsibility of formulating its plan approach and methodology that they intend to employ in the performance of their services, including the conduct of non-destructive testing and installation of applicable monitoring devices/instruments, as maybe necessary. The Consulting Services will involve office works and occasional site inspection activities.

5. PROJECTED OUTPUT

The Consultant's team shall prepare and submit to NPC the following reports/documents:

5.1 INCEPTION REPORT

This report presents the Consultant's initial evaluation of the available data and information related to the work under consideration and their preliminary assessment of the building based on field inspection. The report also discusses the Consultant's view on using their chosen scheme/methodology as a retrofitting methodology and other requirements for the conduct of services. The report explains the most suitable and applicable methodology and other engineering norms to achieve the study's objective.

The inception report shall be submitted in five (5) copies within two (2) weeks from the effectivity of the contract.

5.2 DRAFT FINAL REPORT

The Draft Final Report shall be submitted in five (5) copies and presented to NPC not later than two (2) weeks prior to the expiry of the Contract. Within 7 days from the date of submission of the report, NPC shall make their comments to the said report that shall be the basis for adjustments, if necessary, in the preparation of the Final Report.

The report shall contain concise but comprehensive discussions of what transpires during the course of the project, including the findings and recommendations anchored on the structural design analyses and results of the various testing conducted on the existing structure. It shall also include brief discussions on any deviation to the planned approach and methodology that might have cropped-up after the inception period until the preparation of the draft final report.

5.3 FINAL REPORT

Final Report shall be submitted to NPC in a set of ten (10) copies on or before the expiry of the Contract. It shall be submitted along with reproducible and/or soft copies of all the documents (in CDs, DVDs and/or other media types; and in format acceptable to NPC) comprising the Final Report.

The Final Report shall be comprised of an Executive Summary, the Main Report and the Technical Report, as discussed hereunder:

- A. **Executive Summary** – containing brief discussions, highlights, and conclusions/recommendations relative to the Consultant's structural evaluation/assessment of NPC-HO Building.
- B. **Main Report** – shall contain the information relative to the conduct of detailed engineering. Patterned after the draft final report, it shall include revisions and adjustments, if any, from the draft final report.

The volume of the report shall contain, among others, general discussions on the following:

- Inspection report/assessment of the building;
- comments to the original design criteria and the existing/available data and information;
- schematic plans/layouts and description of the various measures/alternatives developed;
- basic design assumptions;
- general considerations and criteria used in the adoption of the retrofitting scheme;
- plans and layouts of the scheme;
- description of specialized construction materials, if any; and
- implementation schedule, project cost estimates and price analyses and projected cash flow.

C. **Technical Report** – shall consist of technical documents, including drawings/layouts, technical specifications, implementation schedule and quantity/cost estimates, necessary to prepare the Tender Documents for the possible building retrofitting project.

The technical report shall contain complete description of the works that shall include, but not limited to, the following information:

- a) Work Scope and extent of the project;
- b) Complete and detailed drawings/plans, as prepared in accordance with applicable latest standards;
- c) Quantities, including detailed computations, of each work items of the project, this shall be done on a standard form that will be provided by NPC;
- d) Unit Prices of each work items, which shall be prepared based on reasonable approved current prices as projected over the proposed implementation period and shall be supported by detailed computations, this shall be done on a standard form that will be provided by NPC;
- e) Detailed work plans/schedule of activities, including the proposed PERT/CPM and projected cash flow;
- f) Technical Specifications that specifically outlines the terms of the works, methodologies, measurement, and payment, which are not covered by standard construction and material specifications being adopted by NPC, this shall be done on a standard form that will be provided by NPC; and
- g) Requirements for Construction Safety and Health Program.

Submission of Electronic-files/soft copy - containing all the documents related to the project, including Microsoft Office files (Word, Excel, PowerPoint, etc.), CADD Files, and Structural Engineering software files. This will allow NPC to edit or revise the files as needed in the preparation of the Bid/Tender Documents for the possible retrofitting project.

6. RECOMMENDED PERSONNEL

The Consultant's Team that shall provide the required expertise for the contemplated consulting services shall include the following:

- One (1) - Project Team Leader (Civil Design/Structural Engineer)
- One (1) - Civil/Structural Engineer
- One (1) - Specs Writer/Cost Estimator/Construction Planner

For the duration of the services, the Consultant shall also maintain, as necessary, various key support staff as follows:

- One (1) - Research/Engineering Assistant (Reinforced Concrete Technology)
- One (1) - Draftsman/CAD Operator

The above lists are NPC's recommended personnel. Depending on the Consultant's need, methodology, work plan and manning schedule, the Consultant may opt to add experts or include other support personnel not included in the list if deemed necessary for the completion of the works.

Shown in Figure 6 is the tentative schedule of the Consultant's personnel.

Figure 6 MANNING SCHEDULE OF CONSULTANT'S PERSONNEL								
DESIGNATION	WEEK							
	1	2	3	4	5	6	7	8
A. KEY STAFF								
1. Project Team Leader	■	■	■	■	■	■	■	■
2. Civil/Structural Engineer				■	■	■	■	
3. Specs Writer/Cost Estimator/Const. Planner				■	■	■	■	
B. SUPPORT STAFF								
1. Engineering Assistant (Concrete Tech.)	■	■						
2. Draftsman/CAD Operator					■	■		

7. PROJECT COST AND DURATION

7.1 CONSULTANCY COST

The estimated cost of the consulting services is Nine Hundred Fifty Thousand pesos (₱ 950,000.00), as shown in Table 7.1 – Cost Estimate of Consulting Services, which shall cover the remuneration of Consultant's personnel and other out-of-pocket expenditures that include transportation costs, field and office supplies, printing/reproduction, communication, and other miscellaneous expenses necessary to complete the consulting services.

Table 7.1 COST ESTIMATE OF CONSULTING SERVICES					
Ref. No.	DESCRIPTION	UNIT	QTY.	UNIT COST (Php/unit)	AMOUNT (Php)
1	REMUNERATION OF PERSONNEL				
1.1	<u>Key Staff</u>				
1.1.1	1 – Project Team Leader	man-mo.	2	180,000	360,000.00
1.1.2	1 – Civil Structural Engineer	man-mo.	1	160,000	160,000.00
1.1.3	1 – Specs Writer/Est./Const. Planner	man-mo.	1	140,000	140,000.00
1.2	<u>Support Staff</u>				
1.2.1	1 –Engineering Assistant (Conc. Tech.)	man-mo.	0.5	100,000	50,000.00
1.2.3	1 – Draftsman/CAD Operator	man-mo.	0.5	50,000	25,000.00
SUB-TOTAL (1.0)					735,000.00
2	REIMBURSABLE COSTS (Out of Pocket Expenses)				
2.1	<u>Reimbursables Based on Actual Costs</u>				
2.1.1	Transportation				
	a) Service Vehicle Rental (M.Manila)	mo.	2	16,000	32,000.00
2.1.2	Field/Office Supplies				
	a) Supplies	mo.	2	5,000	10,000.00
	b) Communication	mo.	2	5,000	10,000.00
2.1.3	Printing and Reproduction	mo.	2	5,000	10,000.00
2.1.4	Testings and Other Laboratory Expenses	L.S.	all	16,000	16,000.00
2.1.5	Miscellaneous Costs	L.S.	all	2,000	2,000.00
SUB-TOTAL (2.0)					80,000.00
SUMMARY					
1	Remuneration of Personnel				735,000.00
	VAT (12%)				88,200.00
2	Reimbursable Costs				80,000.00
	SUB-TOTAL				903,200.00
	CONTINGENCY (5%)				45,160.00
	TOTAL COST OF CONSULTING SERVICES				948,360.00
	SAY				950,000.00

7.2 DURATION OF THE SERVICES

The consulting services shall be carried-out within a period of Eight (8) weeks from commencement of the Contract, which shall be highlighted by the following milestones:

- 1) Preparation and submission of Inception Report within Two (2) weeks from commencement of the Contract.
- 2) Preparation and submission of Draft Final Report not later than Two (2) weeks prior to the expiration of the Contract.
- 3) Preparation and submission of Final Report on or before the expiration of the contract.

It shall be the Consultant's responsibility to formulate appropriate work program, manning schedule and activity matrix for its personnel that they intend to implement for the completion of the services.

8. MODE OF PAYMENT

The engagement period of the contemplated consulting services is relatively short and as such, it is considered impractical for the Consultant to submit monthly progress reports to support supposed monthly billing statements as in the usual payment scheme in similar contracts. To minimize such monotonous paper works and to optimally utilize the Consultant's time and resources, payment for the consulting services rendered shall be made based on project milestones and output described in Section 5 above.

Details of the payment scheme for this consultancy contract are further discussed in Sections 8.1 to 8.4 hereunder.

8.1 ADVANCE PAYMENT

NPC, as it considers fair and reasonable, shall allow advance payment to the Consultant, which shall not exceed fifteen percent (15%) of the contract price to cover the cost of mobilization subject to the posting of an irrevocable standby letter of credit, bank guarantee or a surety bond issued by an entity acceptable to NPC and an amount equal to the advance payment. The bond/guarantee shall remain valid and effective until the advance payment shall have been completely set off by the Consultant.

The advance payment shall be repaid by the Consultant in two (2) equal amounts through its succeeding progress payments defined in Clauses 8.2 and 8.3 herein.

8.2 1ST MILESTONE PAYMENT (INCEPTION REPORT)

The first milestone payment shall be made upon submission by the Consultant and the subsequent acceptance by NPC of the Inception Report, which shall be submitted as prescribed in Section 5.1 of this TOR. The Consultant shall submit to NPC an invoice in the amount of thirty percent (30%) of the total contract price for such claim.

An amount equivalent to one-half (1/2) of the approved advance payment shall be deducted in accordance with the repayment scheme stipulated in the foregoing Section 8.1.

8.3 2ND MILESTONE PAYMENT (DRAFT FINAL REPORT)

Upon the Consultant's submission and acceptance by NPC of the Draft Final Report, which shall be submitted pursuant to Section 5.2 above, NPC shall cause the second milestone payment in the amount of forty percent (40%) of the total contract price.

The second repayment or the remaining balance of the Consultant's approved advance payment shall be deducted from this milestone payment.

8.4 FINAL PAYMENT (FINAL REPORT)

NPC shall cause the final payment upon its acceptance and approval of the Final Report that will be submitted by the Consultant per Section 5.3 herein. This final payment shall be in the amount equivalent to thirty percent (30%) of the total contract price.

All payments stipulated above shall be subject to the standard accounting and auditing procedures of NPC.

All submitted invoices shall be duly certified by the Consultant and accompanied by a certification from authorized NPC official that the amount being claimed is due and payable under the terms of the Contract.

9. SERVICES/FACILITIES TO BE PROVIDED BY NPC

9.1 ACCESS TO INFORMATION

Whenever available, all materials, data and information, such as as-built drawings, reports of previous and other relevant studies, necessary to complete the works shall be provided by NPC to the Consultant. NPC will also provide the Terms of Reference for the Retrofitting of NPC Head Office Building Project based on the evaluation/assessment of the previous consultant.

9.2 OFFICE SPACE

The conduct of the consulting services mostly involves office works and occasional site inspection activities. Detailed engineering activities and the preparation of other technical documents, which comprises the bulk of the services, shall be performed at the Consultant's home office.

Site inspection will not require long-term provision for field office. To accommodate the Consultant's personnel during site inspections, the NPC implementing office for the consulting services shall allocate an adequate office space for the Consultant's inspection team. The office space should be able to accommodate a maximum of three (3) personnel or could be in the form of a conference table.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]