



**REQUEST FOR QUOTATION**

Date	:	August 18, 2021
Project Title	:	<b>Supply and Delivery of Food and Beverages for Employees for Ronquillo Satellite for Three (3) Years</b>
ITB No.	:	<b>FB21-08-002WIN</b>
Approved Budget for the Contract (ABC)	:	Annual Approved Budget for the Contract (ABC) of Ten Million Three Hundred Sixty-Three Thousand Five Hundred Pesos <b>(PhP10,363,500.00)</b> , VAT Exclusive, Zero-Rated Transaction, or a total ABC for three (3) years of Thirty-One Million Ninety Thousand Five Hundred Pesos <b>(PhP31,090,500.00)</b> , VAT Exclusive, Zero-Rated Transaction
Fee for the Sale of Request for Quotation (RFQ)	:	Complete details of the project are indicated in the RFQ which will be available to all the prospective bidders at the Procurement Section (PS) of Casino Filipino-Winford upon payment of <b><u>Twenty-Five Thousand Pesos (PhP25,000.00)</u></b> for the sale or issuance of the RFQ.
Schedule for Negotiations	:	<b>August 26, 2021, Thursday, 1:00 p.m.</b>  3 <sup>rd</sup> Floor Conference Room, 561 Ronquillo St. corner Rizal Avenue, Sta. Cruz Manila
Deadline for the Submission and Receipt of the Best Offer/s	:	<b>September 2, 2021, Thursday, 1:00 p.m. (Sealed Quotation)</b>  3 <sup>rd</sup> Floor Conference Room, 561 Ronquillo St. corner Rizal Avenue, Sta. Cruz Manila
Opening and Preliminary Examination of the Best Offer/s	:	<b>September 2, 2021, Thursday, 1:00 p.m., 1:00 p.m. onwards</b>  3 <sup>rd</sup> Floor Conference Room, 561 Ronquillo St. corner Rizal Avenue, Sta. Cruz Manila

Please address and submit the envelope containing the accomplished RFQ form and required documents to the Casino Filipino-Winford Branch Branch Bids and Awards Committee (BBAC), 6th Floor Procurement Section Room, 561 Ronquillo St. corner Rizal Avenue, Sta. Cruz Manila.

The envelope shall bear the following information in capital letters:

1. Title and reference number of the project; and
2. Name, address and contact details (telephone/cellphone numbers and/or e-mail address) of the Bidder.

Sir / Madam:

In accordance with the Technical Specifications/Scope of Work and General Conditions for the project stated herewith, kindly fill up and submit your lowest price quotation.

For any inquiries or clarifications, please contact the Procurement Section (PS) at (02) 86230497 and look for Ms. Jaclynn A. Alvarado.

Thank you.

**(SGD)**  
**JOCELYN G. SORIANO**  
Chairperson  
BRANCH BIDS AND AWARDS COMMITTEE (BAC)  
CASINO FILIPINO-WINFORD

Dear Ms. Soriano:

In accordance with your request, following is our quotation for your requirement:

**I. TECHNICAL SPECIFICATIONS AND OTHER REQUIREMENTS OF THE PROJECT:**

<b>TECHNICAL SPECIFICATIONS</b>		<b>Offered Quotation</b> Please fill up each row with either: "Comply" or "Not Comply"
<b>PROJECT:</b> <i>Supply and Delivery of Food and Beverages for Employees for Ronquillo Satellite for Three (3) Years.</i>		
<b>TECHNICAL SPECIFICATIONS</b>		
<b>QTY</b>	<b>DESCRIPTION</b>	<b>Please fill up each row with either: "Comply" or "Not Comply"</b>
<b>One (1) Lot</b>	1. The establishment should be located within the Building Premises but outside of PAGCOR leased areas.	
	2. The Service Provider must have at least three (3) years experience in the F&B/restaurant industry.	

	3. The Service Provider must obtain from responsible government agency Sanitary Permit and submit the same to the Human Resource Office Ronquillo.	
	4. The Service Provider shall provide the Services twenty-four (24) hours a day, seven (7) days a week or in accordance with the operations of CF Winford, Ronquillo Satellite.	
	5. The Service Provider must provide the monthly meal and snack tickets of PAGCOR Employees in accordance with the specifications of Ronquillo Satellite. The meal and snack tickets shall be submitted to CF Winford Human Resource office, 561 Ronquillo Street, Sta. Cruz, Manila, two weeks prior to the following month for inspection, inventory and issuance to employees.	
	<p>6. The Service Provider shall be responsible for the following:</p> <ul style="list-style-type: none"> <li>a. Improvement on the employees' dining area/space occupied by the Service Providers. All costs shall be for the account of the Service Providers subject to the existing guidelines adopted and contract obligations complied by PAGCOR.</li> <li>b. Refurbishment of furniture and fixtures including lighting fixtures in the dining area shall be for the account of the Service Providers.</li> <li>c. Payment of Utility Charges. All electricity and water bills and other charges necessary and incidental to the operation of the Service Providers shall be for its account.</li> </ul>	
	7. The Service Provider must submit a notarized Certification or Contract from the building owner stating that the bidder will be allowed to do business within the building where the casino is housed in the event that he will be awarded the procurement project. A notarized contract that is valid for the duration of the procurement project shall be submitted within ten (10) calendar days upon receipt of the Notice of Award (NOA).	
	8. The Service Provider shall be responsible for the cleanliness and sanitation of the F & B Area.	

	<p>9. The goods and services provided by the Service Provider shall be in accordance with PAGCOR's standards and shall always take into consideration the special preferences of PAGCOR and its employees.</p>	
	<p>10. The Service Provider shall submit to Ronquillo Satellite HR Office the menu cycle two weeks prior to the following month, for checking &amp; approval.</p>	
	<p>11. The Service Provider shall provide services and shall own, legally possess and/or have access to all the necessary kitchen and canteen supplies, utensils, equipment necessary for the delivery of the Service but not limited to:</p> <ul style="list-style-type: none"> <li>a. Spoons, forks, knives and chopping boards;</li> <li>b. Plates, glasses, cups and saucers;</li> <li>c. Various cook wares;</li> <li>d. Various tablecloths and napkins</li> <li>e. Stoves, ovens, microwave ovens, grills</li> <li>f. Spices and clean containers for the different food ingredients</li> </ul>	
	<p>12. The Service Provider must have a good title to the items/goods/services being offered and full authority to sell and transfer the same and that the items/goods/services are sold free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.</p>	
	<p>13. The utensils, dinnerware, flatware and glassware shall be sterilized, kept clean and dried properly. Disposable dinner ware/utensils shall be available upon request of the employee.</p>	
	<p>14. The minimum period of warranty of goods/items must not be less than three (3) months expiry date.</p>	
<p><b>PERSONNEL:</b></p>		
	<p>1. The Service Providers must provide the following personnel per shift during casino operations:</p> <ul style="list-style-type: none"> <li>a. At least two (2) cooks</li> <li>b. At least one (1) busboy</li> <li>c. At least two (2) servers</li> </ul>	
	<p>2. The Service Provider shall ensure that its personnel are always well-mannered, courteous, polite, efficient and shall conduct themselves, at all times, in a professional manner towards PAGCOR, its directors, officers, and employees.</p>	

	<p>3. The Service Provider’s personnel shall secure from the responsible government agency a health/sanitary permit/clearance and submit the same to PAGCOR. The Service Provider shall not field any of its personnel without the requisite government health/sanitary permit/clearance.</p>	
	<p>4. The Service Provider’s personnel shall at all times wear their prescribed uniform including, but not limited to aprons; headdress/hair net/caps; gloves which shall be provided by the Service providers.</p>	
	<p>5. The Service Provider shall ensure that its personnel exercise good personal hygiene, particularly, but not limited to:</p> <ul style="list-style-type: none"> <li>a. Regular and proper hand washing</li> <li>b. Clean and well-trimmed fingernails without nail polish;</li> <li>c. Hair should be neat and tidy. All personnel shall wear headdress/hairnet;</li> <li>d. Personnel with wounds/sores shall not be allowed to work.</li> </ul>	
	<p>6. PAGCOR may require the replacement of any of the Service Provider’s personnel who is not performing his/her duties and responsibilities to PAGCOR’s satisfaction. The Service Provider shall not unilaterally pull out any of its personnel without the conformity of PAGCOR.</p>	
	<p>7. The Service Provider’s personnel shall exercise prompt delivery of service when order is placed.</p>	
	<p>8. The Service Provider’s personnel shall observe the practice of “Clean as You Go” policy.</p>	
<p><b>FOOD HANDLING:</b></p>		
	<p>1. Usage of gloves by kitchen personnel must be observed at all times (gloves for dry/raw food must not be used to serve wet/cooked food).</p>	
	<p>2. Salads that are prepared in advance must be properly stored &amp; transported in cold temperature.</p>	
	<p>3. Heating of food must be available upon the request of the employee.</p>	
	<p>4. If food will be cooked in a different location, the Service Provider must transport food that is tightly covered at least thirty (30) minutes before the service.</p>	
<p><b>MENU:</b></p>		

1. The menu should consist of varied selections of vegetables, fruits, pork, beef, chicken, fish, and seafood. Vegetables should always be available.	
2. The menu should include viands using different methods of cooking (grilled, steamed, fried)	
3. Color combination and food presentation must be observed.	
4. Food served must not appear too oily or soaked in its own fat.	
5. Hot food should be served hot; cold food should be served cold.	
6. Food arrangement should be garnished and attractive.	
7. Salads that are prepared in advance must be properly stored.	
8. Texture and consistency should be observed accordingly.	
9. Two (2) or more foods with strong flavors should be avoided in the same meal.	
10. Salty food choices should not be present in the same meal schedule.	
11. Portion control in serving viands must be observed and standardized.	
12. Actual food served must be at least 85% compliant with the approved menu.	
13. Fat portions in meat should be trimmed.	
14. Processed and/or canned foods should be limited to not more than two (2) times a week.	
15. Heating of food must be available upon request.	
16. The Service Provider shall have interest and commitment to serve pre-ordered healthy meals. Healthy meal is defined as a <i>Healthy Diet</i> which is complete with all the essential nutrients needed to perform daily activities and is balanced in terms of carbohydrates, proteins, vitamins and mineral distribution. Healthy meals help support the goal of gradually changing to a healthy diet and healthy lifestyle.	
17. The Service Provider shall agree to prepare the healthy meals according to the approved budget for the employees.	

18. The Service Provider should be able to serve easy to prepare food and snacks.		
19. The Service Provider should provide Purified Drinking Water in hot and cold water dispenser at all times.		
20. The Service Provider must make available seasonings/spices like black pepper, chili sauce, vinegar, soy sauce, fish sauce at all times.		
21. Dessert should vary like fresh fruits, salad (fruit, buko, buko pandan) and sweets (e.g., ube jam, leche flan, macaroons).		
22. Sample Menu:		
MENU		Grams per Serving
Pork	Pork Adobo	100 grams
Beef	Mechado	100 grams
Chicken	Fried Chicken	100 grams
Fish	Sinigang na Bangus sa Sampalok	150 grams
Rice	Full Size Measuring Cup Half Size Measuring Cup	
Vegetables	Chopsuey	100 grams
Desserts	Fruit Salad	150 grams
Breakfast	Combo Meal w/ 1 egg & 1 cup rice	
	Tapa	100 grams
	Tocino	100 grams
	Longganisa	100 grams
	Pork Chopped Ham	2 slices = 100 grams
	Pansit Canton/bihon/palabok	200 grams
	Turon	1 whole banana
Snacks	Chicken Sandwich	
	Cheeseburger	
Dessert	Banana	Per piece

MEAL:	Choice of 1 Meat or Fish Vegetable Rice (Maximum of 2 Full size Cups) Dessert Juice	
23. Schedule of Serving		
First Shift	5:00 AM – 8:00 AM	AM Snack
	10:30 AM – 1:30 PM	<i>Lunch</i>
Second Shift	2:30 PM – 4:30 PM	PM Snack
	6:30 PM – 8:30 PM	<i>Dinner</i>
Third Shift	9:30 PM – 11:30 PM	MN Snack
	1:00 AM – 3:00 AM	<i>Breakfast</i>
<b>ADDITIONAL REQUIREMENT/S:</b>		
1. Service provider must strictly comply with the health and safety protocols of the IATF as provided for a current situation (e.g COVID 19 pandemic – physical distancing, wearing of face mask, face shield, frequent hand washing, etc.)		
A. Social distancing should be strictly observed at all times at the F&B area. As recommended by the DOH, a minimum of one (1) meter distance between two people is recommended. Strict observance of social distancing measures in all parts of the establishment including counter, kitchen, and back areas.		
B. Mandatory wearing of personal protective equipment such as <b>at least 3-ply surgical mask</b> , face shield, gloves, hair cap is fully required to all staffs at all times. No personnel with COVID-19 symptoms, or with exposure to COVID-19 patients shall be allowed to work.		
C. Regular sanitation schedule and procedures (a 10-minute interval for sanitation in between customers dining-in is required) shall be observed. Properly sanitized tables and chairs (after each customer's use). Sanitizing equipment and tools that are visible to and can be accessed by customers. Pieces of furniture that are made of		



	porous materials are covered in plastic for ease of sanitation.	
	D. Distancing of tables and chairs at 6 feet or 1.8 meters apart on all sides. No dine-in chair shall be fronting each other. Dining tables must have markers to occupy and comply thru physical distancing among dining employees and chairs must also be limited only for dining employees.	
	E. Acrylic plastic or glass cover shall be placed as screens/barriers between personnel and customers in the cashier/receiving counter. The plastic or glass covers shall be wiped with alcohol every one (1) hour or more frequently if necessary.	
	F. No physical contact is allowed as trays shall be provided.	
	G. Visible floor markings for guidance of customers in queuing.	
	H. Proper ventilation in the establishment.	
	I. Service Provider must allot a space in dining area for PAGCOR employees separate from the dining customers.	
<b>PRICING, BILLING, AND PAYMENT:</b>		
	1. The menu price shall be VAT – Exclusive and zero-rated and shall already include all applicable fees and charges.	
	2. The Service Provider shall periodically send its billing to Ronquillo Satellite HR Office on a monthly basis with the meal and snack tickets filled up and signed by PAGCOR employees as basis of payment. Basis of computation for the billing will be as follows:  Meal = Ninety Pesos (PhP 90.00) Snack = Sixty Pesos (PhP60.00)	
<b>Contract Duration:</b> The contract shall be for a period of <b>three (3)</b> years commencing from the date of receipt of the Notice to Proceed		
<b>Validity of Offer:</b> <b>Ninety (90)</b> calendar days from the date of the Submission, Receipt, Opening and Preliminary Examination of the Best Offer/Quotation		

**II. FINANCIAL OFFER / QUOTATION:**

Technical Description	Quantity	Unit Cost	Total Cost for Three (3) Years (VAT Exclusive, Zero-Rated Transaction)
MEAL: Choice of 1 Meat or Fish Vegetable Rice (Maximum of 2 Full size Cups) Dessert, Juice	One (1) Lot	PhP _____	PhP _____ _____
Snacks: Pansit Canton/bihon/ palabok, turon, Chicken Sandwich, Cheeseburger		PhP _____	(Please state amount in words and in figures)

**NOTE: PRICE OFFER [Unit and Total Costs should be rounded off up to two (2) decimal places]**

**III. ADDITIONAL REQUIREMENTS:**

Upon submission of your best offer/quotation, kindly also submit the following:

1. Valid Philippine Government Electronic Procurement System (PhilGEPS) Platinum Certificate of Registration and Membership in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, if registered under the Platinum category; Provided that all of the eligibility documents submitted to PhilGEPS are valid, maintained and updated;

**OR**

In case any of the eligibility documents submitted to PhilGEPS is not updated, combination of the valid PhilGEPS Platinum Certificate of Registration and Membership, with any of the valid and/or updated Class "A" Eligibility Documents:

- a) Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship,

or Cooperative Development Authority (CDA) Registration Certificate for cooperatives;

- b) Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184.

- c.) Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and
- d.) Audited Financial Statements (AFS), stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of the Best Offer/Quotation.

Provided that the winning bidder are obliged to notify PAGCOR that it was able to ensure that all the aforesaid eligibility documents are current and updated in PhilGEPS at the earliest possible time but not later than the issuance of the Notice to Proceed (NTP).

**OR;**

In lieu of the PhilGEPS Platinum Certificate of Registration and Membership, bidders shall submit all of the valid and/or updated Class "A" Eligibility Documents enumerated above; Provided that the bidder having the Lowest Calculated Offer/Quotation or Single Calculated Offer/Quotation submits a valid PhilGEPS Platinum Certificate of Registration and Membership within five (5) calendar days from receipt of the BAC notice of the Lowest Calculated Offer/Quotation or Single Calculated Offer/Quotation during the post-qualification process.

- 2. Omnibus Sworn Statement in accordance with the attached prescribed form.

The Omnibus Sworn Statement shall be supported by an attached original document showing proof of authorization, e.g., original duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or an original Special Power of Attorney (SPA) in case of sole

proprietorships for situations where the signatory is not the sole proprietor/owner; and

3. Duly certified Microbial examination (from a reputable DOH-accredited laboratory and from the Health Department of the City or Municipality Government covering the place of business and the physical and chemical properties of purified water such as TDS, pH, Color and Turbidity) of the previous month.

**IV. ADDITIONAL NOTES:**

1. Bidders shall provide correct and accurate information required in this form.
2. Offers/quotations submitted exceeding the Approved Budget for the Contract shall be rejected.
3. The prices quoted are to be paid in Philippine Currency.
4. All prices quoted are INCLUSIVE of all applicable duties, government permits, fees, and other charges relative to the acquisition and delivery of items to PAGCOR, but should be VAT-Exclusive, Zero-Rated.
5. For the purpose of standardization of offer/quotations, this RFQ Form will prevail over all kinds and forms of offer/quotation. In case of price discrepancy over the amounts in words and in figures, the amount in words will prevail.
6. Award of contract shall be made to the supplier, contractor or consultant determined to have the Single or Lowest Calculated and Responsive Offer/Quotation (for goods and infrastructure projects) or Single or Highest Rated and Responsive Offer/Proposal (for consulting services).
7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initiated by you or any of your duly authorized representative/s.
8. PAGCOR shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. To guarantee the faithful performance of the winning bidder's obligations, it shall post a Performance Security prior to the signing of the contract, in accordance with any of the following schedule:

<b>Form of Security</b>	<b>Amount in Percentage of Total Contract Price</b>
Cash or cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%)

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; or	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security specific for the contract awarded.	Thirty Percent (30%)

The Performance Security shall remain valid for the entire contract duration and shall be release only after the issuance by the Philippine Amusement and Gaming Corporation (PAGCOR) of the final Certificate of Acceptance (issuance of the IAR); Provided that PAGCOR has no claims filed against the contract awardee or the surety or insurance company.

10. The winning supplier agrees to pay a penalty of at least equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay, including non-working days (i.e. Saturday and Sunday), legal holidays or special non-working holidays. PAGCOR may rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
11. Other terms and conditions relative to the project are provided in the attached Purchase Contract.

#### **V. PROCEDURES:**

1. Prospective bidders may download the Request for Quotations (RFQ) free of charge from the following websites: PAGCOR website ([www.pagcor.ph](http://www.pagcor.ph)) and PhilGEPS website ([www.philgeps.gov.ph](http://www.philgeps.gov.ph)) and may be allowed to submit their offers provided that bidders shall pay the fee for the RFQ not later than the deadline for the Submission and Receipt of the Best Offers/Quotations.
2. Bidders, except those who have previously participated in any of the last two (2) failed biddings, are required to pay the applicable fee for the sale of RFQ not later than the deadline for the Submission and Receipt of the Best Offers/Quotations. A copy of the PAGCOR Official Receipt shall be presented as proof of payment.
3. The RFQ 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.
4. Any requirements, guidelines, documents, clarifications, or other information relative to the negotiations that are communicated by the BBAC to a supplier,

contractor, or consultant shall be communicated on an equal basis to all other suppliers, contractors, or consultants engaging in negotiations with the BAC relative to the procurement.

5. The prospective bidders shall be given equal time and opportunity to negotiate and discuss the technical and financial requirements of the project to be able to submit a responsive quotation or proposal.
6. Technical Specifications/Scope of Work and additional Terms and Conditions of the program/project/activity shall be fully discussed during Negotiations. In case there are changes in the requirements and/or technical specifications made after the consultations/negotiations, these shall be communicated on an equal basis.
7. Bidders should be responsible for securing copies of the Supplemental/Bid Bulletins at the websites of PAGCOR and the PhilGEPS.
8. Copies of the Supplemental Bid Bulletins are also sent either through fax or electronic mail to all prospective bidders who purchased the RFQ.
9. Following completion of the negotiations, the BBAC shall request all suppliers, contractors, or consultants in the proceedings to submit, on a specified date, time and venue, a best offer based on the final technical and financial requirements.
10. In all cases the best offer/quotations should be VAT Exclusive, Zero-Rated Transaction and not exceed the ABC.
11. During the Submission, Receipt, Opening and Preliminary Examination of the Best Offer/s or Quotation/s, the BBAC shall check the submitted best offer/s and other required documents using a non-discretionary pass/fail criteria. The BBAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, offer/s or quotation/s that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BBAC shall rate the best offer/quotation as "Passed".
12. PAGCOR shall select the successful offer on the basis of the best offer/s/quotation/s submitted by the bidders which in no case should comply with PAGCOR's requirements. The best offer/s submitted by the prospective bidders shall still be subjected to detailed bid evaluation and post-qualification.
13. The BBAC shall recommend award of contract to the Head of the Procuring Entity (HOPE) in favor of the supplier, contractor or consultant determined to have the Single or Lowest Calculated and Responsive Quotation (for goods

or infrastructure projects) or Single or Highest Rated and Responsive Proposal (for consulting services).

14. The BBAC shall recommend to the HOPE the award of contract.
15. In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the BBAC shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated and Responsive Offer/Quotation (for goods and infrastructure projects) or Highest Rated and Responsive Offer/Proposal (for consulting services) to determine the final bidder having the Lowest Calculated and Responsive Offer/Quotation, based on the following procedures:
  - a) In alphabetical order, the bidders shall pick one rolled paper.
  - b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the winning bidder having the Lowest Calculated and Responsive Offer/Quotation and recommended for award of the contract.
16. PAGCOR reserves the right to accept or reject any offer/quotation, and to annul the procurement process and reject all offers/quotations at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

**BIDDER'S COMMITMENT:**

We hereby agree and bind ourselves to the terms and conditions herein specified, to the manner of procurement and evaluation set up by the Casino Filipino-Winford Branch Bids and Awards Committee (BBAC), to the provisions of the Purchase Contract and to the rules and regulations of the Government and PAGCOR.

We understand that PAGCOR is not bound to accept the lowest or any offer/quotation it may receive.

Very truly yours,

\_\_\_\_\_  
Signature over Printed Name  
TIN: \_\_\_\_\_

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Represented  
TIN: \_\_\_\_\_

\_\_\_\_\_  
Address / Tel. No. / Fax No.

## Omnibus Sworn Statement

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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 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 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.

\_\_\_\_\_  
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. \_\_\_\_\_ 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]*

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