

**PROCUREMENT OF THREE (3)  
YEARS PREVENTIVE  
MAINTENANCE FOR THE  
EXISTING SERVICE ESCALATOR  
OF CF-BACOLOD UNDER  
ITB NO. PB21-02-002BAC**

Philippine Amusement and Gaming Corporation  
(PAGCOR)

**Sixth Edition  
February 4, 2021**

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** –Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** –Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways,

airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.



**Philippine Amusement and Gaming Corporation**

*Creating Opportunities Beyond Gaming*

## ***Section I. Invitation to Bid***



**INVITATION TO BID FOR THE Procurement of Three (3) Years Preventive Maintenance for the Existing Service Escalator under ITB NO. PB21-02-002BAC**

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1. The Philippine Amusement and Gaming Corporation (PAGCOR), through the PAGCOR's Corporate Budget for CY 2021 intends to apply the annual Approved Budget for the Contract (ABC) of **Three Hundred Forty-One Thousand Four Hundred Pesos (PhP 341,400.00)**, VAT Exclusive, Zero-Rated Transaction, or a **total ABC for three (3) years of One Million Twenty-Four Thousand & Two Hundred Pesos (PhP 1,024,200.00)**, VAT Exclusive, Zero-Rated Transaction, being the total ABC to payments under the contract for the **Procurement of Three (3) Years Preventive Maintenance for the Existing Service Escalator of CF-Bacolod** .

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PAGCOR now invites bids for the above Procurement Project. Delivery of the Goods is required for a period of **three (3) years commencing from the date of receipt by the winning contractor of the Notice to Proceed**. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from PAGCOR and interested bidders may inspect and obtain further information from the Procurement Section (PS), acting as the BAC Secretariat, of PAGCOR and/or inspect the Bidding Documents at the Casino Filipino – Bacolod, Ground Floor, Procurement Office, 15<sup>th</sup> Corner Aguinaldo Street Bacolod City, during office hours of PAGCOR from 9:00 a.m. to 5:00 p.m.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 9, 2021, (Tuesday) to March 2, 2021 (Tuesday)** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PhP5,000.00)**.

PAGCOR shall allow the bidder to present its proof of payment for the fees either in person, by facsimile, or through electronic means.

Prospective bidders may also download the Bidding Documents free of charge from [www.pagcor.ph](http://www.pagcor.ph) and [www.philgeps.gov.ph](http://www.philgeps.gov.ph) and may be allowed to submit bids provided that bidders pay the applicable fee of the Bidding Documents not later than the deadline for the submission and receipt of bids.

In effecting payment for the Bidding Documents, prospective bidders shall present either the Payment Slip, which may be secured from the PS, or a copy of this Invitation to Bid (ITB) to Finance Section, located at the Casino Filipino – Bacolod, 2<sup>nd</sup> Floor, 15<sup>th</sup> Corner Aguinaldo Street, Bacolod City.

The PAGCOR will hold a **Pre-Bid Conference on February 18, 2021 (Thursday), 2:00 p.m. at the Casino Filipino – Bacolod, Procurement Office, 15<sup>th</sup> Corner Aguinaldo Street, Bacolod City**, which shall be open to prospective bidders.

6. Bids must be duly received by the BAC Secretariat through manual submission on or before **March 2, 2021 (Tuesday), 2:00 pm** at the **Casino Filipino – Bacolod, Procurement Office, Ground Floor, 15<sup>th</sup> Corner Aguinaldo Street Bacolod City**. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **March 2, 2021 ( Tuesday), 2:00 pm** at the **Casino Filipino – Bacolod, Procurement Office, Ground Floor, 15<sup>th</sup> Corner Aguinaldo Street Bacolod City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. Bidders shall bear all costs associated with the preparation and submission of their bids, and PAGCOR will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that PAGCOR will accept bids only from those that have paid the applicable fee for the Bidding Documents.

PAGCOR assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) 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 Responsive Bid (LCRB) to determine the final bidder having the LCRB, 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 final bidder having the LCRB and recommended for award of the contract.
10. The PAGCOR reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
  11. For further information, please refer to:

**BEN M. POLIDO**

BBAC Chairman  
Casino Filipino – Bacolod, 15<sup>th</sup> Corner Aguinaldo Street,  
Bacolod City  
Tel Nos.: (034) 4348901 to 10.  
[www.pagcor.ph](http://www.pagcor.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: [www.pagcor.ph](http://www.pagcor.ph) or  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

Date of Issue: February 9, 2021:

**SGD**  
**BEN M. POLIDO.**  
Chairperson  
BRANCH BIDS AND AWARDS COMMITTEE(BBAC)  
CASINO FILIPINO - BACOLOD



**Philippine Amusement and Gaming Corporation**

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## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, Philippine Amusement and Gaming Corporation (PAGCOR), wishes to receive Bids for the Procurement of Three (3) Years Preventive Maintenance for the Existing Service Escalator of CF-Bacolod under ITB No. PB21-02-002BAC with an annual ABC of **Three Hundred Forty-One Thousand Four Hundred Pesos (PhP 341,400.00)**, VAT Exclusive, Zero-Rated Transaction, OR a **total ABC for three (3) years of One Million Twenty-Four Thousand Two Hundred Pesos (PhP 1,024,200.00)**, VAT Exclusive, Zero-Rated Transaction.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications):

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2021 in the annual ABC of **Three Hundred Forty-One Thousand Four Hundred Pesos (PhP 341,400.00)**, VAT Exclusive, Zero-Rated Transaction, OR a **total ABC for three (3) years of One Million Twenty-Four Thousand Two Hundred Pesos (PhP 1,024,200.00)**, VAT Exclusive, Zero-Rated Transaction.

2.2. The source of funding is the Corporate Operating Budget – PAGCOR’s Corporate Budget for CY 2021.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the

2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a Pre-bid conference for this Project on the specified date and time at its physical address, Casino Filipino – Bacolod, Ground Floor, Procurement Office, 15<sup>th</sup> Corner Aguinaldo Street Bacolod as indicated in paragraph 6 of the **IB**.

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

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the annual ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from the date of the Submission, Opening and Preliminary Examination of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

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

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the annual ABC. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the annual ABC.

## **20. Post-Qualification**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.



## Section III. Bid Data Sheet

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Preventive Maintenance of Escalator</p> <p>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>												
7.1	No portion of the contract shall be sub-contracted.												
12	<p>The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project at the following project sites:</p> <p>1) Casino Filipino – Bacolod, PAGCOR, 15<sup>th</sup> Corner Aguinaldo Street Bacolod City</p>												
14.1	<p>Bidders shall submit a <b>Bid Securing Declaration</b>, or a <b>Bid security</b> issued in favor of PAGCOR in any of the prescribed form and amount:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">LOT</th> <th style="text-align: center;">a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</th> <th style="text-align: center;">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</th> <th style="text-align: center;">c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">[at least Two Percent (2%) of the ABC]</td> <td style="text-align: center;">[at least Five Percent (5%) of the ABC]</td> <td style="text-align: center;">[at least Five Percent (5%) of the ABC]</td> </tr> <tr> <td></td> <td style="text-align: center;"><b>PhP 20,484.00</b></td> <td></td> <td style="text-align: center;"><b>PhP 51,200.00</b></td> </tr> </tbody> </table>	LOT	a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;	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 authorized to issue said security specific for the project	1	[at least Two Percent (2%) of the ABC]	[at least Five Percent (5%) of the ABC]	[at least Five Percent (5%) of the ABC]		<b>PhP 20,484.00</b>		<b>PhP 51,200.00</b>
LOT	a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;	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 authorized to issue said security specific for the project										
1	[at least Two Percent (2%) of the ABC]	[at least Five Percent (5%) of the ABC]	[at least Five Percent (5%) of the ABC]										
	<b>PhP 20,484.00</b>		<b>PhP 51,200.00</b>										
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.												

20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid (LCB)/Single Calculated Bid (SCB), the Bidder shall submit the following:</p> <ol style="list-style-type: none"> <li>1. In case the bidder is registered in PhilGEPS under the Blue membership category, a valid PhilGEPS Registration Certificate; and</li> <li>2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS),</li> </ol> <p>In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16 – 2005, the above-mentioned tax returns shall refer to the following:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and</li> <li>2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening &amp; Preliminary Examination of Bids.</li> </ol> <p>No additional licenses and permits shall be required from the bidder having the LCB/SCB</p>
21.2	No additional requirement.



**Philippine Amusement and Gaming Corporation**

*Creating Opportunities Beyond Gaming*

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



## ***Section V. Special Conditions of Contract***

<b>GCC Clause</b>	
1	No further instructions.
2.2	The terms of payment shall be as follows:  PAGCOR shall pay the CONTRACTOR within thirty (30) calendar days upon completion of Monthly Preventive Repair and Maintenance services and the CONTRACTOR shall submit Statement of Account with attached documents duly signed by the authorized representative of the end-user.
4	The inspections and tests that will be conducted are detailed as follows: Not Applicable

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	Description	Quantity	Delivered, Weeks/Months
1	Procurement of Three (3) years Preventive Maintenance for the Existing Service Escalator of CF-Bacolod	1 Lot	For a period of <b>three (3) years</b> commencing from the date of receipt by the winning contractor of the Notice to Proceed

**CONFORME:**

\_\_\_\_\_  
*[Signature of the Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position of Authorized Rep.)*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
*(Please indicate name of company)*

## Section VII. Technical Specification

Item	Specification	Statement of Compliance
	<p>PROCUREMENT OF THREE (3) YEARS PREVENTIVE MAINTENANCE FOR THE EXISTING SERVICE ESCALATOR OF CF-BACOLOD</p>	<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. <b>Bidders should likewise indicate the “BRAND” to be offered, if item to be offered is branded. Otherwise, indicate “UNBRANDED / GENERIC”.</b> Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced 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 Bidders 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 provisions of <b>ITB</b> Clause 3.1(a)(ii) and/or <b>GCC</b> Clause 2.1(a)(ii).</p>

<b>SCOPE OF SERVICE / CONTRACTOR’S RESPONSIBILITIES</b>	
<p>1. Once a month inspection and maintenance services of two (2) units Schindler 9300CU escalators, located at Casino Filipino Bacolod to include the following works:</p> <ul style="list-style-type: none"> <li>a) Oiling and cleaning of the machine/equipment.</li> <li>b) Greasing and lubrication of bearing, cables and chains.</li> <li>c) Necessary minor adjustment/s to the mechanical parts.</li> <li>d) Maintenance supplies such as cleaning materials, greases, oils and other needed lubricants.</li> <li>e) Check-up abnormal noise or vibrations and check components inside the control panel.</li> <li>f) Check hand rail belt entry safety switches. Also check comb plate safety switches.</li> </ul>	



<ul style="list-style-type: none"> <li>g) Check movement of step and alignment with comb. Also cleaning of groove and steps.</li> <li>h) Check synchronization of belt and step speed.</li> <li>i) Check functioning of electro-mechanical brake.</li> <li>j) Check driving chain and step chain lubrication.</li> <li>k) Cleaning of control panel and machine room.</li> <li>l) Check clearance between skirt panel and step.</li> <li>m) Cleaning of external part of escalator.</li> <li>n) Checking of electric supply voltage.</li> <li>o) Checking of braking distance.</li> <li>p) Check over-speed monitor.</li> <li>q) Check main drive reducer and motor.</li> <li>r) Check tensioning device for step chain.</li> <li>s) Check holding clamps for steps.</li> <li>t) Check and retightening of electric terminal within the control panel, motor and switches.</li> </ul>	
<p>2. Inspection and maintenance to be undertaken by contractor's qualified escalator servicemen within regular working hours within regular working days. Any overtime service done beyond these regular working hours, at PAGCOR's request, will be shouldered by PAGCOR and paid after presentation of billing statement indicating the works done on the equipment.</p>	
<p>3. Contractor to immediately provide within six (6) hours qualified technicians/servicemen to service abnormal operations and/or emergency calls reported by PAGCOR.</p>	
<p>4. Contractor to provide free of charge, all necessary gear oil, and grease and cleaning materials and replace parts listed as follows for each escalator provided these were damaged under normal operating conditions (wear and tear and/or material fatigue).</p> <ul style="list-style-type: none"> <li>a) Relays</li> <li>b) Lubricating Oil</li> <li>c) Fuses (except for the main power supply to the motors)</li> <li>d) Connectors</li> <li>e) Terminal Lugs</li> <li>f) Screws and Bolts</li> </ul>	
<p>5. PAGCOR to shoulder all other replacement parts and cost of labor after presentation of service reports, replaceable spare parts description and with prior</p>	

<p>approval of PAGCOR, provided also that the cost of labor and spare parts submitted as reasonable and acceptable. Otherwise, PAGCOR has the option to look for another supplier for that particular repair.</p>	
<p>6. The CONTRACTOR shall regularly present, within the duration of the contract, a tax clearance from the BIR as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.</p>	
<p>7. The CONTRACTOR shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment for goods delivered or services rendered by the CONTRACTOR.</p>	
<p>8. The Service Contract shall be for a period of three (3) years commencing from the receipt of Notice to Proceed (NTP). Within the said period, PAGCOR may terminate the service contract with or without cause, without need of judicial intervention upon thirty (30) days written notice to the CONTRACTOR.</p>	



**Philippine Amusement and Gaming Corporation**

*Creating Opportunities Beyond Gaming*

## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid through their duly authorized representatives.

All envelopes shall:

- a. contain the name of the contract to be bid in **capital letters**;

## **PROCUREMENT OF THREE (3) YEARS PREVENTIVE MAINTENANCE FOR THE EXISTING SERVICE ESCALATOR OF CF-BACOLOD**

- b. bear the name and address of the Bidder in capital letters;
- c. be addressed to PAGCOR's BAC with the following details:  
**BRANCH BIDS AND AWARDS COMMITTEE (BBAC)**  
**PHILIPPINE AMUSEMENT AND GAMING CORPORATION**
- d. bear the specific identification of this bidding process: **PB21-02-002BAC**; and
- e. bear a warning "**DO NOT OPEN BEFORE...**" the date and time for the opening of bids.

A sample diagram of the sealing and marking of Bid Envelopes is provided under Section IX (Bidding Forms).

## **I. TECHNICAL COMPONENT ENVELOPE**

### ***Class "A" Documents***

#### *Legal Documents*

- Valid and updated PhilGEPS Certificate of Registration and Platinum Membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184, if registered under the Platinum category; Provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated;

**OR**

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

1. 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; **AND/OR**

2. 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; **AND/OR**

3. 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/OR**
4. 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 Bids.

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 Certificate of Registration and Platinum Membership, bidders shall submit all of the proceeding valid and/or updated Class "A" Eligibility Documents; Provided that the bidder having the LCB/SCB submit/s a valid and updated PhilGEPS Platinum Certificate of Registration and Membership within five (5) calendar days from receipt of the BAC notice of the LCB/SCB during the post-qualification process

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures, DTI Registration Certificate for sole proprietorship, or CDA Registration Certificate for cooperatives; **AND/OR**
2. 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; **AND/OR**

3. 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/OR**
4. 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 Bids.

Technical Documents

- (f) Statement of the prospective bidder 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.

The Statement of all On-going and Completed Government and Private Contracts shall indicate for each contract, the following:

- name of the contract;
- date of the contract;
- contract duration;
- owner’s name and address;
- kinds of goods;
- amount of contract and value of outstanding contracts;
- date of delivery (please state estimated date of delivery)

- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;

The statement identifying the Single Largest Completed Contract (SLCC) shall indicate for each contract, the following:

- (a) name of the contract;
- (b) date of the contract;
- (c) contract duration;
- (d) owner’s name and address;
- (e) kinds of goods;
- (f) amount of completed contracts, adjusted by the bidder to current prices using PSA’s consumer price index, if necessary for purposes of meeting the SLCC requirement;
- (h) date of delivery (actual date of delivery for the single largest completed contract); and
- (i) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, which shall be attached to the statement of SLCC.

The bidder's SLCC similar to the contract to be bid should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.

For purposes of post-qualification, bidders are required to attach the entire set of the Contract, Purchase Order or Memorandum of Agreement to the Statement Identifying the SLCC.

Bidders are also required to Include in the aforesaid Statement of All Ongoing Government and Private Contracts and Statement Identifying the SLCC the following information:

- a) Contact Person; and
  - b) Contact Details (telephone/fax/cellphone number and/or email address)
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

**OR:**

Original copy of Notarized Bid Securing Declaration; **and**

- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Special Power of Attorney for sole proprietorships, Notarized Secretary's Certificate/Board Partnership Resolution in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Reminder: If the prospective bidder's representative who will attend the Submission, Receipt, Opening and Preliminary Examination of Bids is different from the authorized representative to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, then the prospective bidder can include the name/s of said representative in the above-mentioned proofs of authorization (*e.g., original copy of the duly notarized Secretary's Certificate for corporations, Board/Partnership Resolution for partnerships, corporations, and/or joint ventures or an original copy of the Special Power of Attorney for sole proprietorships, whichever is applicable*)

**Financial Documents**

- (k) The Supplier's audited financial statements, showing, among others,

the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

The minimum amount of the NFCC computation must be at least equal to the ABC in the amount of **One Million Twenty-Four Thousand Two Hundred Pesos (PhP1,024,200.00)**.

Bidders must submit a computation of its NFCC, which must be at least equal to the sum of the ABC of lots participated, 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 to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements 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.

**OR:**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the total ABC to be bid if issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

The amount of the committed line of credit is **One Hundred Two Thousand Four Hundred Twenty Pesos (PhP 102,420.00)**.

***Class "B" Documents***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**OR:**



duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective valid and updated PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

In case any of the eligibility documents submitted to PhilGEPS by any of the partners of the joint venture is not updated, a combination of a valid PhilGEPS Certificate of Registration and Platinum Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
2. 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;
3. Valid Tax Clearance Certificate; and
4. AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

In the event that one of the partners of the joint venture does not have a valid and updated PhilGEPS Certificate of Registration and Platinum Membership, then it shall submit the following eligibility documents:

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
2. 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;
3. Valid Tax Clearance Certificate; and
4. AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited

Financial Statements.

- (n) A Certificate from the Manufacturer/Principal or for distributor/dealer/reseller, a Certificate as authorized distributor/dealer/reseller of the brand being offered; and
- (o) Vendors Support Information (Contact Person, Complete Address, Contact Number, E-mail Address) of the duly authorized representative of the Bidder.

**24 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form;

**and**

- (b) Original of duly signed and accomplished Price Schedule(s) - Detailed Prices Schedule of the Salaries of the Guards.

Bidders are required to provide separate financial bids for each lot participated which shall be submitted in separate envelopes enclosed in the Second (2<sup>nd</sup>) Bid Envelope (Financial Component). All financial bids shall be rounded up to two (2) decimal places.

Considering the project is consist of one (1) lot, bidders are required to provide one (1) separate financial bid, which shall be submitted in a separate sealed envelopes enclosed in each copy (Original, Copy 1, Copy 2, and Copy 3) of the Second (2<sup>nd</sup>) Bid Envelope (Financial Component).



## ***Section IX. Bidding Forms***

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# BID FORM

Date : \_\_\_\_\_  
Project Identification No. \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address	Amount	Purpose of	of agent	Currency,	Commission or
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(if none, state "None" ) ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

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

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**For Goods Offered From Within the Philippines**  
**[shall be submitted with the Bid if bidder is offering goods from**  
**within the Philippines]**

**Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. Prospective bidders have the option to indicate the appropriate amount, “0” or “Not Applicable (N/A)” for columns 6, 7 and 8. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.**

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number \_ . Page \_\_\_\_ of \_\_\_\_\_.

Description	Unit Cost/ Month	Total Cost for Three (3) Years (VAT-Exclusive, Zero-Rated Transaction)
Procurement of Three (3) Years Preventive Maintenance for the Existing Service Escalator of CF-Bacolod		
<b>GRAND TOTAL COST VAT Exclusive, Zero Rated Transaction</b>	<i>(Note: Please state amount in words and in figures)</i>	

\_\_\_\_\_  
*[Signature of the Authorized Rep.]*  
*Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position of Authorized*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
*(Please indicate name of company)*

**\*BIDDERS SHALL NOT ALTER THIS FORM**

## DRAFT SERVICE CONTRACT

This SERVICE CONTRACT (the "Contract") is entered into and executed by and between:

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION**, a government-owned and controlled corporation, created and existing pursuant to Presidential Decree 1869, as amended, with office address at PAGCOR Executive Office, 5F New World Manila Bay Hotel, M.H. Del Pilar corner Pedro Gil Sts., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, \_\_\_\_\_, hereinafter referred to as "**PAGCOR**";

- and -

\_\_\_\_\_, a corporation duly organized and existing or sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented in this act by its \_\_\_\_\_, \_\_\_\_\_, hereto attached as Annex "A", hereinafter referred to as the "**CONTRACTOR**".

Each referred to as a "**PARTY**" and collectively as the "**PARTIES**".

### RECITALS:

WHEREAS, PAGCOR has a requirement for the Procurement of Three (3) Years Escalator Preventive Maintenance under ITB No. PB21-02-002BAC (hereinafter referred to as the "Services");

WHEREAS, PAGCOR conducted a public bidding in accordance with Republic Act 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations on \_\_\_\_\_ for the procurement of the Services;

WHEREAS, the CONTRACTOR has submitted the lowest/single calculated responsive bid for the Services;

WHEREAS, PAGCOR has accepted the bid of the CONTRACTOR, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for an in consideration of the mutual covenants and agreements hereunder specified, PAGCOR and the CONTRACTOR hereby enter into this Service Contract, under the following terms, conditions and stipulations:

## **ARTICLE I SCOPE OF WORK**

The CONTRACTOR shall ensure compliance with the following responsibilities in its performance of the Services:

1. Once a month inspection and maintenance services of Two (2) Units Escalators (Two (2) Units Schindler 9300CU Escalators) located at CF-Bacolod.
2. Maintenance shall include the following:
  - a.) Oiling and cleaning of the machine/equipment
  - b.) Greasing and lubrication of bearings, cables, chains and elevator doors.
  - c.) Necessary minor adjustment/s to the mechanical parts.
  - d.) Maintenance supplies such as cleaning materials, greases, oils and other needed lubricants.
  - e.) Check-up abnormal noise or vibrations and check components inside the control panel.
  - f.) Check hand rail belt entry safety switches. Also check comb plate safety switches.
  - g.) Check movement of step and alignment with comb. Also cleaning of groove and steps.
  - h.) Check synchronization of belt and step speed.
  - i.) Check functioning of electro-mechanical brake.
  - j.) Check driving chain and step chain lubrication.
  - k.) Cleaning of control panel and machine room.
  - l.) Check clearance between skirt panel and step.
  - m.) Cleaning of external part of escalator.
  - n.) Checking of electric supply voltage.
  - o.) Checking of braking distance.
  - p.) Check over-speed monitor.
  - q.) Check main drive reducer and motor.
  - r.) Check tensioning device for step chain.
  - s.) Check holding clamps for steps.
  - t.) Check and retightening of electric terminal within the control panel, motor and switches.
3. Inspection and maintenance to be undertaken by Contractors qualified escalator servicemen within regular working hours within regular working days. Any overtime service done beyond these regular working hours, at PAGCOR request, will be shouldered by PAGCOR and paid after presentation of billing statement indicating the works done on the equipment.
4. Contractor to immediately provide within six (6) hours qualified technicians/servicemen to service abnormal operations and/or emergency calls reported by PAGCOR,
5. Contractor to provide free of charge, all necessary gear oil, grease and cleaning materials and replacement parts listed as follows for each escalator damaged under normal operating conditions (wear and tear and/or material fatigue):
  - a) Relays
  - b) Lubricating Oil
  - c) Fuses (except for the main power supply to the motors)



- d) Connectors
  - e) Terminal Lugs
  - f) Screws and bolts
6. PAGCOR to shoulder all other replacement parts and cost of labor then presentation of service reports, replaceable spare parts description and with prior approval of PAGCOR, provided also that the cost of labor and spare parts submitted as reasonable and acceptable. Otherwise, PAGCOR has the option to look for another supplier for that particular repair.
7. A violation of any of the responsibilities in this Article shall be considered delay on the part of the CONTRACTOR and shall give PAGCOR the option to take over and negotiate the contract with another provider, subject to the provisions of Article VII.

**ARTICLE II**  
**CONTRACT AMOUNT AND SCHEDULE OF PAYMENT**

The contract price for the CONTRACTOR's Services shall be in the total amount of \_\_\_\_\_ (Php \_\_\_\_\_), VAT-Exclusive, Zero-Rated transaction for three (3) years service.

PAGCOR shall pay the CONTRACTOR thirty-six (36) equal monthly payments of \_\_\_\_\_ (Php \_\_\_\_\_), payable after the CONTRACTOR's completion of monthly preventive repair and maintenance services, and within thirty (30) days from PAGCOR's receipt of the quarterly billing statement.

Both parties agree that the total price stated herein is inclusive of all applicable taxes, fees and charges required by the Government. The CONTRACTOR holds PAGCOR free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever for the duration of the entire Contract.

**ARTICLE III**  
**CONTRACT TERM**

The Contract shall be for a period of three (3) Years commencing from the receipt of Notice to Proceed (NTP), within the said period, PAGCOR may terminate this Contract with or without cause, without need of judicial intervention upon thirty (30) days written notice to the CONTRACTOR.

**ARTICLE IV  
WARRANTIES**

The CONTRACTOR hereby warrants and represents that:

- a. It is an entity duly organized, validly existing, and in good standing under the laws of the Republic of the Philippines, and it has the requisite power and authority to enter into and perform its obligations under this Contract.
- b. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
- c. That the Services to be rendered shall be as described under Article I of this Contract. The CONTRACTOR warrants that it has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Services.
- d. The CONTRACTOR warrants that is the owner of all equipment to be used for any maintenance services covered under this Contract, or, if not, the CONTRACTOR has the authority from the owner to use such equipment.

**ARTICLE V  
PERFORMANCE SECURITY**

To guarantee the faithful performance of the winning bidder under contract, it shall post a Performance Security within ten (10) working days from the receipt of Notice of Award and in no case later than the signing of the contract, in accordance with any of the following schedule:

<b>Form of Security</b>	<b>Minimum Amount in Percentage of Total Contract Price</b>
Cash or cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank	Five Percent (5%)
Irrevocable letter of credit issued by a Universal or Commercial Bank	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.	Thirty Percent (30%)

The Performance Security shall guarantee the full and complete escalator maintenance service of the items under Article I hereof.

The Performance Security shall be co-terminus with the final completion of the contract. The same will be released only after the issuance of the Certificate of Acceptance of the item, provided that there are no claims filed against the contract awardee.

## **ARTICLE VI** **CLAIMS AND DISPUTES**

All claims and disputes relating to or arising from this Contract shall as much as possible, be settled amicably by the PARTIES before resorting to any judicial action.

If the parties fail to settle their differences or disputes, the PARTIES waiving for the purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all actions or suits between the PARTIES to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity if this Contract in its entirety or in part and in cases arising after or by reason of the declaration on nullity of this Contract in its entirety or in part.

In the event that a dispute arises with respect to this Contract, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Contract, whether or not it was necessary for such party to institute suit.

## **ARTICLE VII** **DAMAGES FOR DELAY**

Should CONTRACTOR incur delay in the performance of the Services as scheduled, the CONTRACTOR shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total undelivered /unperformed portion of the Service to be rendered for each hour of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the contract. PAGCOR shall have the option to rescind the contract, without prejudice to other course of action and remedies upon it.

In case the CONTRACTOR still fails to render the required Services after the lapse of thirty (30) days from the date provided by PAGCOR, in addition to the penalties agreed upon, PAGCOR shall have the option to terminate this Contract.

## **ARTICLE VIII** **FORCE MAJEURE**

In the event that the obligations in this Contract cannot be complied within the prescribed period because of fortuitous event and/or force majeure, as defined by prevailing laws and such other causes not attributable to the CONTRACTOR,

PAGCOR shall have no cause for action against the CONTRACTOR and shall pay the value of the Services already rendered and accepted.

#### **ARTICLE IX DEFAULTS**

In the event that any of the parties fail to comply in good faith with their undertakings, as set forth in this Contract, within the periods provided herein, the non-defaulting parties shall be released from their obligations under this Contract, without prejudice to the rights of restitution, recovery and damages.

In the event of breach by either party, the parties agree to amicably settle the same under the provisions of this Contract hereof prior to judicial action.

#### **ARTICLE X NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between PAGCOR and the employees of the CONTRACTOR. The CONTRACTOR shall have exclusive control and supervision of its employees in the performance of the Services herein agreed upon. The CONTRACTOR shall be solely responsible for all acts and/or omissions of its personnel and of all persons allowed by it to have access to the PAGCOR's premises for any damage which may be caused to persons or property while remaining either casually or in business in any part of said premises. Any accident, injury or sickness of any kind, or death that may occur to any employee of the CONTRACTOR during the time and consequent to the performance of the services under this Contract shall likewise be the CONTRACTOR's sole responsibility.

The CONTRACTOR further binds itself to hold PAGCOR free and harmless from any claim on account of the aforementioned injury or damage.

#### **ARTICLE XI CONFIDENTIALITY**

All information disclosed to the CONTRACTOR arising out of or as a result of this Contract shall be confidential in nature. The CONTRACTOR shall be solidarily liable to PAGCOR for any unauthorized disclosures made by its officers, employees, agents and other persons acting on the CONTRACTOR's behalf.

The obligations stated in this Confidentiality Clause shall also apply to confidential information negligently, unintentionally or inadvertently disclosed by PAGCOR (its officers, employees, agents, and any other persons acting on its behalf) and to disclosures made by a PAGCOR officer, employee, agent, and other persons ordinarily acting on its behalf, in breach of his/her obligation or duty to PAGCOR.

**ARTICLE XII**  
**TAXES AND LICENSES**

All amounts, claims and expenses pertaining to applicable licenses, permits, registrations or renewals thereof, required by the appropriate government entities for the Services performed under this Contract shall be for the exclusive account of CONTRACTOR.

The CONTRACTOR shall regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

The CONTRACTOR shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment for Services rendered by the CONTRACTOR.

**ARTICLE XIII**  
**INDEMNIFICATION**

The CONTRACTOR shall be liable for any loss, damage, or injury of any kind to PAGCOR and its officers and/or personnel, and shall hold them free and harmless against all actions, proceedings, claims and demands, which may be made by any person in respect of any loss, death, damage or injury arising by reason of the Services under this Contract. The CONTRACTOR shall indemnify PAGCOR, its officers, and personnel on account of the costs of defending or settling any such action, proceeding claim or demand, including but not limited to reasonable legal costs.

**ARTICLE XIV**  
**MISCELLANEOUS**

In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree to immediately re-negotiate its terms and conditions, or at the option of PAGCOR, terminate the same.

No terms or conditions of this Contract shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.

This Contract may not be assigned or sub-contracted to another without the prior written consent of the other party.

All notices and other communications provided for or permitted hereunder shall be in writing and sent to the parties to whom the notice is addressed at their respective addresses as indicated in this Contract.

If any provision hereof is prohibited or made unenforceable under any applicable law by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.

This Contract contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.

The parties agree to abide by these terms and conditions in good faith.

The relationship between the parties shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract shall be construed to create a general partnership between the parties, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

Any right or remedy conferred by this Contract upon PAGCOR shall not be exclusive of any other right or remedy of PAGCOR, whether under this Contract or provided or permitted to PAGCOR at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to it.

This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding unless executed in writing by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_.

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION**

TIN: 033-000-887-972

Represented by:

\_\_\_\_\_  
TIN:

\_\_\_\_\_  
TIN:

Represented by:

\_\_\_\_\_  
TIN:

Signed in the presence of:

\_\_\_\_\_

**A C K N O W L E D G E M E N T**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, this \_\_\_\_\_ in \_\_\_\_\_,  
personally appeared the following persons, each of whom exhibited his/her  
competent evidence of identity, to wit:

<b>Name</b>	<b>Identification Document Presented</b>	<b>Issue and Expiry Date</b>

and presented to me an integrally complete document/instrument for  
acknowledgement. They all represented and declared to me that they voluntarily  
affixed the signatures appearing on the instrument/document for the purposes stated  
therein and that they executed the instrument/document as their free and voluntary  
act and deed (and if they acted in representative capacity, they have the authority to  
sign in that capacity).

The instrument/document referred to is a Service Contract consisting of  
\_\_\_\_\_ (\_\_) pages including the page on which this Acknowledgement is written  
duly signed by the parties and their instrumental witnesses on each and every page  
hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
Notarial Seal on the date and place first above written.

Doc. No.  
Page No.  
Book No.  
Series of 20\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, this \_\_\_\_\_ in \_\_\_\_\_, personally appeared the following persons, each of whom exhibited his / her competent evidence of identity, to wit:

Name	Identification Document Presented	Issue and Expiry Date

and presented to me an integrally complete document / instrument for acknowledgement. They all represented and declared to me that they voluntarily affixed the signatures appearing on the instrument / document for the purposes stated therein and that they executed the instrument / document as their free and voluntary act and deed (and if they acted in representative capacity, they have the authority to sign in that capacity).

The instrument / document referred to is a Service Contract consisting of \_\_\_\_\_ (\_\_) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

Doc No.  
Page No.  
Book No.  
Series of 20\_\_\_\_.



## 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]*

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

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

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

## BID SECURING DECLARATION FORM

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: [Insert number]**

To: *[Insert name and address of the Procuring Entity]*

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 procurement contract with any procuring entity 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 the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government 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; and
  - c. I am/we are declared 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 OR ITS  
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. \_\_\_\_\_ 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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**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS**

**Kindly supply the required information in the spaces provided.**

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number . Page \_\_\_\_ of \_\_\_\_\_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstanding Contracts
Government Contracts:								
Private Contracts:								
						Total		

\_\_\_\_\_  
*[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
 (Please indicate name of company)

**NOTE:**

*The aforesaid statement should include those contracts awarded but not yet started.*

*Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.*

**STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT**

**Kindly supply the required information in the spaces provided.**

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number \_ . Page \_\_\_\_ of \_\_\_\_\_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;	Date of Delivery (Please indicate actual date of delivery)

\_\_\_\_\_  
*[Signature of the Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
 (Please indicate name of company)

**NOTE:**

***Bidders shall submit and attach a copy of the end-user's acceptance or official receipt(s) or sales invoice.***

## NFCC COMPUTATION

**Kindly supply the required information in the spaces provided.**

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number . Page \_\_\_\_ of \_\_\_\_\_

DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

\_\_\_\_\_  
*[Signature of the Authorized Rep.]  
of Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position*

*Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
(Please indicate name of company)*



REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.  
X-----X

## PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

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. \_\_\_\_\_ 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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# DIAGRAM FOR THE SEALING AND MARKING OF BIDS

