

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF ONE (1) YEAR COMPREHENSIVE MAINTENANCE SERVICE CONTRACT FOR AS400 MACHINES UNDER ITB No. PB21-00-004COR

Government of the Republic of the
Philippines

**Sixth Edition
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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 ONE (1) YEAR
COMPREHENSIVE MAINTENANCE SERVICE CONTRACT FOR AS400 MACHINES
UNDER ITB No. PB21-00-004COR**

1. The Philippine Amusement and Gaming Corporation (PAGCOR), through the PAGCOR's Corporate Budget for CY 2021 intends to apply the sum of Three Million Nine Hundred Ninety-Seven Thousand Two Hundred Forty-Seven Pesos and 70/100 (PhP3,997,247.70), VAT Exclusive, Zero-Rated Transaction, being the total ABC to payments under the contract and the ABC for the Procurement of One (1) Year Comprehensive Maintenance Service Contract for AS400 Machines.

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 within One (1) year which shall commence on the date of receipt by the winning contractor of the Notice to Proceed. Bidders should have completed, within the last three (3) years from the deadline for the 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 inspect Interested bidders may obtain further information from the Procurement Department (PD), acting as the BAC Secretariat, of PAGCOR and/or inspect the Bidding Documents at the Eighth (8th) Floor, PAGCOR Corporate Annex Office, Carmen Bldg. 1105 U.N. Avenue corner Maria Orosa St., Ermita, Manila 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 1, 2021 until February 15, 2021** 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 and 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 PD, or a copy of this Invitation to Bid (ITB) to PAGCOR's Cashier, located at the Sixth (6th) Floor, PAGCOR Executive Office, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila.

6. The PAGCOR will hold a Pre-Bid Conference on **February 1, 2021 (Monday), 10:00 a.m.** at the Corporate Lounge, Sixth (6th) Floor, PAGCOR Executive Office, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission on or before **February 15, 2021 (Monday), 10:30 a.m.** at the Corporate Lounge, Sixth (6th) Floor, PAGCOR Executive Office, PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **February 15, 2021 (Monday), 10:30 a.m. onwards** at the Corporate Lounge, Sixth (6th) Floor, PAGCOR Executive Office, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. 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.
11. 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.
12. For further information, please refer to:
- Alice Jill A. See - Procurement Officer 1 (PO1) and/or Bryan S. Bigalbal – Senior Procurement Officer (SPO), Procurement Department, *PAGCOR Corporate Annex Office, Carmen Bldg. 1105 U.N. Avenue corner Maria Orosa St., Ermita, Manila*
Alicejill.see@pagcor.ph
Tel Nos.: 7755-3799 local 7419
www.pagcor.ph
13. You may visit the following websites:
- For downloading of Bidding Documents: www.pagcor.ph or www.philgeps.gov.ph

Date of Issue: January 21, 2021

SGD RODERICK R. CONSOLACION
Chairperson
BIDS AND AWARDS COMMITTEE (BAC) 2



Philippine Amusement and Gaming Corporation

Creating Opportunities Beyond Gaming

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 Maintenance Agreement Services for PAGCOR AS400 Server Machines under ITB No. PB21-00-004COR.

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 amount of Three Million Nine Hundred Ninety-Seven Thousand Two Hundred Forty-Seven Pesos and 70/100 (PhP3,997,247.70), VAT Exclusive, Zero Rated Transaction.

2.2. The source of funding is 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, Corporate Lounge, Sixth (6th) Floor, PAGCOR Executive Office, 1588 M.H. Del Pilar Corner Pedro Gil Streets, Malate, Manila 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** Clause5.3 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 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 ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

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	For this purpose, contracts similar to the Project shall be: Maintenance Service Agreement for AS400 Machines		
7.1	No portion of the contract shall be sub-contracted		
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project at the delivery site:		
	Branch	Address	Contact Person
	CF-Angeles	Century Resort Hotel, McArthur Highway, Balibago, Angeles City	Ramon K. Castro
	CF-Bacolod	L'Fisher Hotel, 14 th Lacson St., Bacolod City	Ronald P. Sanchez
	CF-Cebu	Waterfront Hotel, Salinas Drive, Lahug, Cebu City	Arlene B. Esquierda
	CF-Mactan	Waterfront Airport Hotel, #1 Airport Road, Lapu-Lapu City, Cebu	Arlene B. Esquierda
	CF-Davao	Grand Regal Hotel, Km 7 Lanang, Davao City	Victoria V. Linas
	CF-Ilocos Norte	Vivien Hotel, 365 Plaza Bldg., Valdez Center, San Nicolas, Ilocos Norte	Alien Cris P. Ligot
	CF-Tagaytay	Tagaytay Kaybagal South, Aguinaldo Highway, Tagaytay City	Myleen B. Canlas
	CF-Olongapo	#580 YBC Building, Rizal Avenue East Tapinac, Olongapo City	Larry F. Manuel

	CF-Manila Bay	Southdrive Road, T.M. Kalaw Extension, Ermita, Manila	Rey Vincent R. Tundag						
	CF-Malate	New Coast Hotel and Casino, A. Mabini St. corner Pedro Gil Ave., Malate, Manila	Donalyn C. Aquino						
	PAGCOR Main Corporate Office	10/F IMET BPO TOWER, CBP-1A, Metropolitan Park, Roxas Boulevard, Pasay City	Allan C. Panganiban						
14.1	<p>Bidders shall submit a Bid Securing Declaration or a Bid security issued in favor of PAGCOR in any of the prescribed form and amount:</p> <table border="1"> <tr> <td> <p>a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</p> <p>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</p> <p>[at least Two Percent (2%) of the ABC]</p> </td> <td> <p>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</p> <p>[at least Five Percent (5%) of the ABC]</p> </td> <td> <p>Bid Securing Declaration as provided in Section VIII hereof (Bidding Forms)</p> <p>[No percentage required]</p> </td> </tr> <tr> <td>PhP79,944.95</td> <td>PhP199,862.39</td> <td></td> </tr> </table>			<p>a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</p> <p>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</p> <p>[at least Two Percent (2%) of the ABC]</p>	<p>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</p> <p>[at least Five Percent (5%) of the ABC]</p>	<p>Bid Securing Declaration as provided in Section VIII hereof (Bidding Forms)</p> <p>[No percentage required]</p>	PhP79,944.95	PhP199,862.39	
<p>a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</p> <p>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</p> <p>[at least Two Percent (2%) of the ABC]</p>	<p>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</p> <p>[at least Five Percent (5%) of the ABC]</p>	<p>Bid Securing Declaration as provided in Section VIII hereof (Bidding Forms)</p> <p>[No percentage required]</p>							
PhP79,944.95	PhP199,862.39								
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"> In case the bidder is registered in PhilGEPS under the Blue membership category, a valid PhilGEPS Registration Certificate; and Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), <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"> Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and 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 								

	<p>the date of Submission, Receipt, Opening & Preliminary Examination of Bids.</p> <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

GCC Clause																												
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i></p> <p>The delivery terms applicable to the Contract are DDP delivered at the following sites:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Branch</th> <th style="text-align: center;">Address</th> <th style="text-align: center;">Contact Person</th> </tr> </thead> <tbody> <tr> <td>CF-Angeles</td> <td>Century Resort Hotel, McArthur Highway, Balibago, Angeles City</td> <td>Ramon K. Castro</td> </tr> <tr> <td>CF-Bacolod</td> <td>L’Fisher Hotel, 14th Lacson St., Bacolod City</td> <td>Ronald P. Sanchez</td> </tr> <tr> <td>CF-Cebu</td> <td>Waterfront Hotel, Salinas Drive, Lahug, Cebu City</td> <td>Arlene B. Esquierda</td> </tr> <tr> <td>CF-Mactan</td> <td>Waterfront Airport Hotel, #1 Airport Road, Lapu-Lapu City, Cebu</td> <td>Arlene B. Esquierda</td> </tr> <tr> <td>CF-Davao</td> <td>Grand Regal Hotel, Km 7 Lanang, Davao City</td> <td>Victoria V. Linas</td> </tr> <tr> <td>CF-Ilocos Norte</td> <td>Vivien Hotel, 365 Plaza Bldg., Valdez Center, San Nicolas, Ilocos Norte</td> <td>Alien Cris P. Ligtot</td> </tr> <tr> <td>CF-Tagaytay</td> <td>Tagaytay Kaybagal South, Aguinaldo Highway, Tagaytay City</td> <td>Myleen B. Canlas</td> </tr> <tr> <td>CF-</td> <td>#580 YBC Building, Rizal</td> <td>Larry F. Manuel</td> </tr> </tbody> </table>	Branch	Address	Contact Person	CF-Angeles	Century Resort Hotel, McArthur Highway, Balibago, Angeles City	Ramon K. Castro	CF-Bacolod	L’Fisher Hotel, 14 th Lacson St., Bacolod City	Ronald P. Sanchez	CF-Cebu	Waterfront Hotel, Salinas Drive, Lahug, Cebu City	Arlene B. Esquierda	CF-Mactan	Waterfront Airport Hotel, #1 Airport Road, Lapu-Lapu City, Cebu	Arlene B. Esquierda	CF-Davao	Grand Regal Hotel, Km 7 Lanang, Davao City	Victoria V. Linas	CF-Ilocos Norte	Vivien Hotel, 365 Plaza Bldg., Valdez Center, San Nicolas, Ilocos Norte	Alien Cris P. Ligtot	CF-Tagaytay	Tagaytay Kaybagal South, Aguinaldo Highway, Tagaytay City	Myleen B. Canlas	CF-	#580 YBC Building, Rizal	Larry F. Manuel
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Olongapo	Avenue East Tapinac, Olongapo City	
CF- Manila Bay	Southdrive Road, T.M. Kalaw Extension, Ermita, Manila	Rey Vincent R. Tundag
CF- Malate	New Coast Hotel and Casino, A. Mabini St. corner Pedro Gil Ave., Malate, Manila	Donalyn C. Aquino
PAGCOR Main Corporate Office	10/F IMET BPO TOWER, CBP- 1A, Metropolitan Park, Roxas Boulevard, Pasay City	Allan C. Panganiban

For Goods supplied from within the Philippines:

The delivery terms applicable to this Contract are delivered at the following sites:

Branch	Address	Contact Person
CF- Angeles	Century Resort Hotel, McArthur Highway, Balibago, Angeles City	Ramon K. Castro
CF- Bacolod	L'Fisher Hotel, 14 th Lacson St., Bacolod City	Ronald P. Sanchez
CF-Cebu	Waterfront Hotel, Salinas Drive, Lahug, Cebu City	Arlene B. Esquierda
CF- Mactan	Waterfront Airport Hotel, #1 Airport Road, Lapu-Lapu City, Cebu	Arlene B. Esquierda
CF- Davao	Grand Regal Hotel, Km 7 Lanang, Davao City	Victoria V. Linas
CF-Ilocos Norte	Vivien Hotel, 365 Plaza Bldg., Valdez Center, San Nicolas, Ilocos Norte	Alien Cris P. Ligot
CF- Tagaytay	Tagaytay Kaybagal South, Aguinaldo Highway, Tagaytay City	Myleen B. Canlas
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PAGCOR	10/F IMET BPO TOWER,	Allan C. Panganiban

Main Corporate Office	CBP- 1A, Metropolitan Park, Roxas Boulevard, Pasay City	
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Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site are:

***CESAR CAUSAREN, Sr. Communications Officer, ITD; and
LESTER ANDRES, Senior Manager, ITD
Contact Nos.: (02) 7755-3199 local 3005 or 3105***

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is

to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	<p>The terms of payment shall be as follows:</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>99% of the costs of the items delivered subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.</p> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>1% Retention of the items delivered to be paid monthly for a period of one (1) year, from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).</p> </div> <p style="text-align: center;">OR</p> <div style="border: 1px solid black; padding: 5px;"> <p>100% of the costs of the items delivered provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for one (1) year from issuance of the IAR.</p> </div>
4	<p>The inspections and tests that will be conducted are detailed as follows:</p> <p>Inspection and acceptance shall be conducted by the authorized representatives of the ITD, and/or other offices/body authorized by PAGCOR.</p> <p>The inspections and tests that will be conducted include, but not limited to inspection for the completeness of the requirements in accordance with the required quantity of the procurement requirement and compliance to all parameters of the Technical Specifications/Scope of Work/Terms of Reference at the project site.</p> <p>The goods shall be accepted only by the end user after passing the inspection and acceptance.</p> <p>Non-compliance and/or any identified defects with any parameters of the Technical Specifications and/or delay in the completion or delivery of the requirements based on the provisions of the Schedule of Requirements shall be reported to PAGCOR for appropriate penalties and/or sanctions.</p>



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.

Description	Contract Duration
Procurement of One (1) Year Comprehensive Maintenance Service Contract for AS400 Machines.	One (1) year which shall commence 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 Specifications

Item No.	Specification	Statement of Compliance
		<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. Bidders should likewise indicate the “BRAND” to be offered, if item to be offered is branded. Otherwise, indicate “UNBRANDED / GENERIC”. 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</p>

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 ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

PROCUREMENT OF ONE (1) YEAR COMPREHENSIVE MAINTENANCE SERVICE CONTRACT FOR AS400 MACHINES UNDER ITB NO. PB21-00-004COR

General Requirement:

This Maintenance Agreement is to provide comprehensive preventive and remedial maintenance service coverage of PAGCOR's AS/400 server machines installed in all its branches, including software upgrades as needed.

Scope of Work:

a. Provide Maintenance agreement for one (1) year with Corrective/ Remedial Maintenance and Quarterly Preventive Maintenance Visits for ten (10) PAGCOR Offices nationwide, as follows:

	Location	Serial #	AS/400 Model	OS Version
1	PPDDEV (Head Office)	06421C5	8203 Model E4A	V5R4M0
2	PAGCOR2 (Head Office)	06421A5	8203 Model E4A	V5R4M0
3	SOG (Head Office)	65162AB	9406 Model 250	V5R1M0
4	WINFORD	651EC9D	9406 Model 800	V5R2M0
5	MANILA BAY	10358AF	9406 Model 800	V5R2M0
6	TAGAYTAY	1077EEC	9406 Model 800	V5R2M0
7	MALATE	65C797B	9406 Model 250	V5R1M0
8	ANGELES	651629B	9406 Model 250	V5R1M0
9	OLONGAPO	652DF4B	9406 Model 250	V5R1M0
10	MACTAN	65C799B	9406 Model 250	V5R1M0
11	CEBU	65C798B	9406 Model 250	V5R1M0
12	BACOLOD	652DF5B	9406 Model 250	V4R5M0
13	DAVAO	65162BB	9406 Model 250	V4R5M0
14	ILOCOS NORTE	104G9VM	9406 Model 170	V5R1M0

b.	Technical support must be available 24 X 7 and must provide on call support if needed.	
c.	Technical phone support and response time must be one (1) hour after notification by PAGCOR personnel.	
d.	Technical support response time: 2 hours for NCR 3-4 hours for Olangapo/Clark/Angeles/Tagaytay 24 hours for outside Metro Manila including Ilocos Norte Davao, Cebu, Mactan and Bacolod	
e.	Bidder should be able to support all PAGCOR offices.	
f.	Bidder must have Technical support, help desk open 7/24.	
g.	Bidder must provide procedures on support and problem escalation.	
h.	Must provide unlimited technical phone consultation.	
i.	Winning bidder should be ready to provide semi-annual technology update to PAGCOR. Venue will be vendor office.	
j.	Presence of service affiliates in or near areas where PAGCOR has branches.	

Preventive Maintenance Scope:

-	General check-up of the equipment or hardware covered under this Agreement	
-	General check-up on any program or software used in the operation	
-	Conduct a complete diagnostic routine within the system	
-	Conduct visual, electrical, mechanical checks, CPU memory and other internal diagnostic.	
-	With authorization from PAGCOR, conduct preventive maintenance system shutdown intended for general checking and cleaning of the system.	
-	Provide PM reports after each activity.	

Period Covered:

Coverage for this project is one (1) year.	
Bidder Qualifications:	
1. Bidder must be a Platinum partner of IBM. Its partnership must be supported by a Certification (from manufacturer's local office) to be submitted to the Chairperson, Bids and Awards Committee.	
2. Bidder must have at least Two (2) IBM Certified Engineer who are regular and locally based employees. Note: must submit company ID and resume.	
3. Bidder must have at least two (2) completed contracts (Inclusive of the SLCC) clients enrolled on IBM Maintenance Agreement Services with their organization. Bidder must provide copy of the contracts.	
4. Bidder must be an IBM System Integrator for the least five (5) years in the Philippines.	



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 ONE (1) YEAR COMPREHENSIVE MAINTENANCE
SERVICE CONTRACT FOR AS400 MACHINES**

- b. bear the name and address of the Bidder in capital letters;

- c. be addressed to PAGCOR's BAC with the following details:

**BIDS AND AWARDS COMMITTEE (BAC) 2
PHILIPPINE AMUSEMENT AND GAMING CORPORATION**

- d. bear the specific identification of this bidding process; 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. 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**
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.

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 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.
- (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);

Bidders must submit a computation of its NFCC, which must be at least equal to the sum of the ABC in the total amount of **Three Million Nine Hundred Ninety-Seven Thousand Two Hundred**

Forty-Seven Pesos and 70/100 (PhP3,997,247.70), 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 in the amount **Three Hundred Ninety-Nine Thousand Seven Hundred Twenty-Four Pesos and 77/100 (PhP399,724.77)**, if issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

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) Certification from Manufacturer's Local Office certifying that the Bidder as Platinum Partner of IBM;
- (o) Copy of the Company ID and Resume of at least two (2) IBM Certified Engineers who are regular and locally based employees of the company; and
- (p) Copy of at least two (2) completed contracts [inclusive of single Largest Completed Contract (SLCC)] on IBM Maintenance Agreement Services with their organization.

II. FINANCIAL COMPONENT ENVELOPE

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

and

(b) Original of duly signed and accomplished Price Schedule(s).

All financial bids shall be rounded off up to two (2) decimal places.



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 and Purpose of agent Currency, Commission or gratuity

(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 Abroad

Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. 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 ____.

Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Procurement of One (1) Year Comprehensive Maintenance Service Contract for AS400 Machines		One (1) Lot					

[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)

***BIDDERS SHALL NOT ALTER THIS FORM**

For Goods Offered 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 ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Procurement of One (1) Year Comprehensive Maintenance Service Contract for AS400 Machines		One (1) Lot						

[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)

***BIDDERS SHALL NOT ALTER THIS FORM**

SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

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

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government owned and controlled corporation, created and existing by virtue of Presidential Decree No. 1869, as amended, with office address at PAGCOR Executive Office, New World Manila Bay Hotel, M.H. Del Pilar corner Pedro Gil Streets, Malate, Manila, represented in this act by its Chairperson, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

_____, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at _____, represented in this act by its _____, _____, duly authorized for this purpose by Secretary's Certificate dated _____, hereto attached as Annex 'A', hereinafter referred to as the "**CONTRACTOR**".

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

The **PARTIES** warrant that they are duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and that the **PARTIES** and their representatives are capable and have the requisite power, authority, permits, clearances and licenses, to enter into this Service Contract and to perform the Services and all of their obligations under this Service Contract.

WITNESSETH: THAT

WHEREAS, PAGCOR requires a **PROCUREMENT OF ONE (1) YEAR COMPREHENSIVE MAINTENANCE SERVICE CONTRACT FOR AS400 MACHINES** under ITB No. **PB21-00-004COR** (the "Services");

WHEREAS, PAGCOR conducted a Public Bidding, in accordance with Republic Act (R.A.) 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulation (IRR) on January 6, 2021 for the procurement of the Services;

WHEREAS, the CONTRACTOR has submitted the single/lowest calculated and responsive bid to undertake the said Services;

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

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

ARTICLE I
SCOPE OF UNDERTAKING

The **CONTRACTOR** shall undertake to provide the Services, in accordance with the submitted detailed duly accomplished Technical Specifications which is attached as Annex 'B' and made an integral part of this Contract.

PROCUREMENT OF ONE (1) YEAR COMPREHENSIVE MAINTENANCE SERVICE CONTRACT FOR AS400 MACHINES UNDER ITB NO. PB21-00-004COR

General Requirement:

This Maintenance Agreement is to provide comprehensive preventive and remedial maintenance service coverage of PAGCOR's AS/400 server machines installed in all its branches, including software upgrades as needed.

Scope of Work:

a. Provide Maintenance agreement for one (1) year with Corrective/ Remedial Maintenance and Quarterly Preventive Maintenance Visits for ten (10) PAGCOR Offices nationwide, as follows:

	Location	Serial #	AS/400 Model	OS Version
1	PPDDEV (Head Office)	06421C5	8203 Model E4A	V5R4M0
2	PAGCOR2 (Head Office)	06421A5	8203 Model E4A	V5R4M0
3	SOG (Head Office)	65162AB	9406 Model 250	V5R1M0
4	WINFORD	651EC9D	9406 Model 800	V5R2M0
5	MANILA BAY	10358AF	9406 Model 800	V5R2M0
6	TAGAYTAY	1077EEC	9406 Model 800	V5R2M0
7	MALATE	65C797B	9406 Model 250	V5R1M0
8	ANGELES	651629B	9406 Model 250	V5R1M0
9	OLONGAPO	652DF4B	9406 Model 250	V5R1M0
10	MACTAN	65C799B	9406 Model 250	V5R1M0
11	CEBU	65C798B	9406 Model 250	V5R1M0
12	BACOLOD	652DF5B	9406 Model 250	V4R5M0
13	DAVAO	65162BB	9406 Model 250	V4R5M0
14	ILOCOS NORTE	104G9VM	9406 Model 170	V5R1M0

b. Technical support must be available 24 X 7 and must provide on call support if needed.

c. Technical phone support and response time must be one (1) hour after notification by PAGCOR personnel.

d. Technical support response time: 2 hours for NCR 3-4 hours for Olangapo/Clark/Angeles/Tagaytay 24 hours for outside Metro Manila including Ilocos Norte Davao, Cebu, Mactan and Bacolod
e. CONTRACTOR should be able to support all PAGCOR offices.
f. CONTRACTOR must have Technical support, help desk open 7/24.
g. CONTRACTOR must provide procedures on support and problem escalation.
h. Must provide unlimited technical phone consultation.
i. CONTRACTOR should be ready to provide semi-annual technology update to PAGCOR. Venue will be vendor office.
j. Presence of service affiliates in or near areas where PAGCOR has branches.
Preventive Maintenance Scope:
- General check-up of the equipment or hardware covered under this Agreement
- General check-up on any program or software used in the operation
- Conduct a complete diagnostic routine within the system
- Conduct visual, electrical, mechanical checks, CPU memory and other internal diagnostic.
- With authorization from PAGCOR, conduct preventive maintenance system shutdown intended for general checking and cleaning of the system.
- Provide PM reports after each activity.
Period Covered:
Coverage for this project is one (1) year.
CONTRACTOR's Qualification:
CONTRACTOR must be an IBM System Integrator for the least five (5) years in the Philippines.

If there is any conflict between the provisions of this Contract and the duly accomplished Technical Specifications, the latter shall prevail.

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

The Contract price for the Services shall be in the total amount of _____, VAT-Exclusive, Zero-Rated Transaction, and which shall be subject to the mandated withholding tax, with breakdown as follows:

Both parties agree that the total price stated herein already includes all applicable taxes, fees and charges required by the Philippine government, subject to the applicable withholding taxes. 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 Contract.

ARTICLE III **CONTRACT TERM**

This Contract shall be in force for a period of one (1) years to commence upon completion and acceptance of all the units. All requirements relative to the _____ shall be provided one (1) year from the date of receipt by the **CONTRACTOR** of the Notice to Proceed. Within this period, **PAGCOR** may terminate this Contract, with or without cause, without incurring any liability whatsoever, without need for judicial intervention, upon thirty (30) days written notice to the **CONTRACTOR**.

ARTICLE IV **WARRANTIES**

The **CONTRACTOR** hereby warrants and represents that:

1. It is an entity duly organized, validity existing, and in good standing under the laws of the Republic of the Philippines, and it has requisite power and authority to enter into and perform its obligation under this Contract.
2. 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.
3. The Services to be rendered shall be as described under Article I of this Contract.
4. It 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.

5. 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 liabilities or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Services.
6. It will fully defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party arising from the rendition of the Services under this Contract.

ARTICLE V **CLAIMS AND DISPUTES**

All claims and disputes relating to or arising out of 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 of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of 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 VI **DAMAGES FOR DELAY**

The **CONTRACTOR** shall complete the implementation of the Services within the time prescribed in Article IV hereof. Should the **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **PAGCOR** shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.

In case the **CONTRACTOR** still fails to deliver the item after the lapse of fifteen (15) days from the supposed date of implementation as provided for in Article III of the Contract, in addition to the forfeiture of the performance security, and the penalties agreed upon, **PAGCOR** shall have the option to terminate this Contract.

ARTICLE VII **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 party shall be released from its 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 Article VI hereof prior to judicial action.

In the event settlement cannot be made, the parties shall abide by the provisions of law with respect to default.

ARTICLE VIII **INDEMNIFICATION**

1. The **CONTRACTOR** hereby holds **PAGCOR** its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on **PAGCOR**'s behalf, free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the **CONTRACTOR** and/or **PAGCOR** may incur as a result of, or arising out of, the conduct and/or pursuit of Services and to indemnify the **PAGCOR**, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on **PAGCOR**'s behalf, from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.
2. The **CONTRACTOR** and its personnel shall be jointly and severally liable and shall indemnify and hold **PAGCOR** free and harmless for any death, injury or damage to **PAGCOR** and to third person, loss, breakage, or destruction of properties, as a consequence of the **CONTRACTOR**'s acts or omissions, willful intent or negligence, during the performance of the Services or its obligation under this Service Contract.
3. The **CONTRACTOR** shall be liable in case of theft, robbery or any loss to **PAGCOR** as a result of the Services provided by **CONTRACTOR**. The **CONTRACTOR** hereby agrees to replace, repair or retribute any loss involving its Services.

ARTICLE IX **TAXES AND LICENSES**

All amounts, claims, and expenses pertaining to 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 the **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 X **FORCE MAJEURE**

The **CONTRACTOR** is responsible for the services provided in Article I hereof. In the event that such project cannot be completed 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 item already delivered and accepted.

ARTICLE XI **NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **PAGCOR** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of its employees. It shall be responsible for all the acts and omissions of its employees and of all persons, allowed by it to have access to **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 **PAGCOR**'s premises. Any damage, 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 work under this Contract shall be the **CONTRACTOR**'s responsibility.

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

ARTICLE XII **CONFIDENTIALITY**

All information disclosed to the **CONTRACTOR**, its directors, officers, employees, or any other person acting on the **CONTRACTOR**'s behalf, arising out of or as a result of this Service Contract shall be confidential in nature and shall remain **PAGCOR** property and shall be used only for the purposes specifically related to this Service Contract. The **CONTRACTOR** will not, at any time, disclose such confidential information to any third party without **PAGCOR**'s prior written consent.

In the event that the **CONTRACTOR**, its directors, officers, employees, security guards, agents, or any other person acting on the **CONTRACTOR**'s behalf, is required by law to disclose any information known to the **CONTRACTOR** as a result of this Service Contract, the **CONTRACTOR** will provide **PAGCOR** with prompt prior written notice of such requirement so that **PAGCOR** may seek an appropriate protective order/measure. In the event that **PAGCOR** fails to secure the appropriate order/measure, the **CONTRACTOR** shall disclose only that portion of the Confidential Information it is legally compelled to disclose.

The **CONTRACTOR** acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the **CONTRACTOR**, its directors, officers, employees, agents, or any other person acting on the **CONTRACTOR**'s behalf, and that **PAGCOR** shall be entitled to specific performance, including injunctive relief, as a remedy for any breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The **CONTRACTOR** agrees to reimburse **PAGCOR** for all costs and expenses (including without limitations attorney's fees) incurred by **PAGCOR** in connection with the enforcement of this Confidentiality Clause.

ARTICLE XIII
PERFORMANCE SECURITY

The **CONTRACTOR** shall post a Performance Security (the "Security") for the benefit of **PAGCOR** as a guarantee for former's compliance with its obligations under this Contract. The Security shall be posted prior to the signing of the Contract, in accordance with any of the following schedule:

Form of Security	Amount of the Performance Security (Percentage of Total Contract Price)
Cash or cashier's/manager's check, bank draft/guarantee issued by a Universal or Commercial Bank.	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided that if issued by a foreign Bank it shall be confirmed by a Universal or Commercial Bank	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific for the contract awarded.	Thirty Percent (30%)

Performance Securing Declaration	
----------------------------------	--

The Security shall remain retained by **PAGCOR**, without interest, during the pendency of this Contract and any extension thereof. The Security shall only be released after the termination of this Contract upon the issuance by **PAGCOR** of the final Certificate of Acceptance, provided that there are no claims filed against the **CONTRACTOR** or the surety company.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

1. In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.
2. 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.
3. This Contract, and all the rights and interests herein, may not be assigned or subcontracted to another without the consent of the other party.
4. All notices and other communications provided for or permitted hereunder shall be in writing and sent to the parties at their respective addresses as indicated in this Contract.
5. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.
6. 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.
7. Any right or remedy conferred by this Contract upon the parties shall not be exclusive of any other right or remedy, whether under this Contract or provided or permitted to the parties at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.

8. This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous Contracts, representations, warranties and understandings of the parties.
9. 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.
10. The parties agree to abide by these terms and conditions in good faith.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this ____ day of _____, 2021 at the City of Manila, Philippines.

**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**

TIN: 033-000-887-972

Represented by:

ANDREA D. DOMINGO
Chairman and Chief Executive Officer

TIN: 118-684-814

TIN: _____

Represented by:

TIN: _____

Signed in the presence of:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in City of _____, Philippines, this
_____ day of _____, 2021, personally appeared:

NAME

Government ID No.

Issue Date: _____
Place of Issue: _____
Valid Until: _____

Known to me and known to be the same person who executed the foregoing Service Contract consisting of ____ (__) pages, including the page where the acknowledgment is written and acknowledged before me that the same is her/his free and voluntary act and deed of the entity she represents, she/he being duly authorized for such purpose.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this
_____ day of _____, 2021, personally appeared:

NAME

Government ID No.

ANDREA D. DOMINGO

PASSPORT NO. P7681573A
Issue Date: June 26, 2018
Place of Issue: DFA – Manila
Valid Until: June 25, 2028

Known to me and known to be the same person who executed the foregoing Service Contract consisting of ____ (__) pages, including the page where the acknowledgment is written and acknowledged before me that the same is her free and voluntary act and deed of the entity she represents, she being duly authorized for such purpose.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

Omnibus Sworn Statement

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. _____
Page No. _____
Book No. _____
Series of _____

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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]*

Doc. No. _____

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Book No. _____

Series of _____

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/manufacturer/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 _____

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DIAGRAM FOR THE SEALING AND MARKING OF BIDS



