

**SUPPLY AND DELIVERY OF
VIP BAR PERSONNEL
SERVICES FOR THREE (3)
YEARS FOR RONQUILLO,
MALABON, MGO TG
SATELLITE UNDER ITB NO.:
PB21-05-007WIN**

Philippine Amusement and Gaming Corporation
(PAGCOR)

**Sixth Edition
June 2, 2021**

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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 Sentralng 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.

Section I. Invitation to Bid



INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF VIP BAR PERSONNEL SERVICES FOR THREE (3) YEARS FOR RONQUILLO, MALABON, MGO TG SATELLITE under ITB No. PB21-05-007WIN

1. The Philippine Amusement and Gaming Corporation (PAGCOR), through the PAGCOR's Corporate Budget for CY 2021 intends to apply the annual Approved Budget for the Contract (ABC) of **Nine Million One Hundred Seventy Thousand Two Hundred Sixty-One Pesos and 04/100 (PhP 9,170,261.04)**, VAT Exclusive, Zero-Rated Transaction, or a **total ABC for three (3) years of Twenty-Seven Million Five Hundred Ten Thousand Seven Hundred Eighty-Three Pesos and 12/100 (PhP27,510,783.12)**, VAT Exclusive, Zero-Rated Transaction being the total ABC to payments under the contract for the Supply and Delivery of VIP Bar Personnel Services for Three (3) Years for Ronquillo, Malabon, MGO TG Satellite.

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

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

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

4. Prospective Bidders may obtain further information from PAGCOR and interested bidders may inspect and obtain further information from the Procurement Section (PS), acting as the BAC Secretariat, of PAGCOR and/or inspect the Bidding Documents at the sixth (6th) Floor, Procurement Section, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, 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 **June 2, 2021 (Wednesday) to June 22, 2021 (Tuesday)** from the given address and website(s) below upon payment of **Twenty-Five Thousand Pesos (PhP25,000.00)** for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB.

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 PS, or a copy of this Invitation to Bid (ITB) to PAGCOR's Cashier, located at the Third (3rd) Floor, Human Resource Section Office, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila.

6. The PAGCOR will hold a **Pre-Bid Conference on June 10, 2021 (Thursday), 10:00 a.m. at the Conference Room, third (3rd) Floor, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission on or before **June 22, 2021 (Tuesday), 10:00 a.m. at the Conference Room, Third (3rd) Floor, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, 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 **June 22, 2021 (Tuesday), 10:00 a.m. onwards at the Conference Room, Third (3rd) Floor, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, 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 Casino Filipino- Winford Branch Bids and

Awards Committee (BBAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated 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:
- Jaclynn A. Alvarado – Procurement Officer I
Procurement Section *CF-Winford*, Sixth (6th) Floor, Procurement Section
Ronquillo Satellite, 561 Ronquillo St. corner Rizal Avenue Sta. Cruz Manila
Jaclynn.Alvarado@pagcor.ph
Tel Nos.: 8623-0497
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: June 2, 2021

(SGD)

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

/jaa

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Amusement and Gaming Corporation (PAGCOR), wishes to receive Bids for the Supply and Delivery of VIP Bar Personnel Services for Three (3) Years for Ronquillo, Malabon, MGO TG Satellite under ITB No. PB21-05-007WIN **with an annual ABC of Nine Million One Hundred Seventy Thousand Two Hundred Sixty-One Pesos and 04/100 (PhP 9,170,261.04)**, VAT Exclusive, Zero-Rated Transaction, or a **total ABC of for three (3) years Twenty-Seven Million Five Hundred Ten Thousand Seven Hundred Eighty-Three Pesos and 12/100 (PhP27,510,783.12)**, VAT Exclusive, Zero-Rated Transaction

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2021 in the annual ABC of Nine Million One Hundred Seventy Thousand Two Hundred Sixty-One Pesos and 04/100 (PhP 9,170,261.04), VAT Exclusive, Zero-Rated Transaction, or a total ABC for three (3) years of Twenty-Seven Million Five Hundred Ten Thousand Seven Hundred Eighty-Three Pesos and 12/100 (PhP27,510,783.12), VAT Exclusive, Zero-Rated Transaction.

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, Conference Room, Third (3rd) Floor, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, 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** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the 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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Procurement of VIP Bar Personnel Services; and</i> b. <i>Completed within three (3) years prior to the deadline for the submission and receipt of bids.</i></p>						
7.1	No portion of the contract shall be sub-contracted.						
12	<p>The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project at the following project sites:</p> <p>1) Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila; 2) Manila Grand Opera Satellite, 925 Doroteo Jose Street, Sta Cruz, Manila; and 3) Malabon Satellite, 110 Mac Arthur Highway, Barangay Potrero, Malabon City.</p>						
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" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; vertical-align: top;"> <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 style="text-align: center;">[at least Two Percent (2%) of the annual ABC]</p> </td> <td style="width: 33%; vertical-align: top;"> <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 style="text-align: center;">[at least Five Percent (5%) of the annual ABC]</p> </td> <td style="width: 33%; vertical-align: top;"> <p style="text-align: center;">Bid Securing Declaration as provided in Section IX hereof (Bidding Forms)</p> <p style="text-align: center;">[No percentage required]</p> </td> </tr> <tr> <td style="text-align: center;">PhP550,215.66</td> <td style="text-align: center;">PhP1,375,539.16</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 style="text-align: center;">[at least Two Percent (2%) of the annual 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 style="text-align: center;">[at least Five Percent (5%) of the annual ABC]</p>	<p style="text-align: center;">Bid Securing Declaration as provided in Section IX hereof (Bidding Forms)</p> <p style="text-align: center;">[No percentage required]</p>	PhP550,215.66	PhP1,375,539.16	
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PhP550,215.66	PhP1,375,539.16						
19.3	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient to the total ABC of the contract to be awarded to the Bidder. The ABC is amounting to Twenty-Seven Million Five Hundred Ten Thousand Seven Hundred Eighty-Three Pesos and 12/100 (PhP27,510,783.12).</p>						
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 (LCB)/Single Calculated Bid (SCB), the Bidder shall submit the following:						

1. In case the bidder is registered in PhilGEPS under the Blue membership category, a valid PhilGEPS Registration Certificate; and
2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS),

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:

1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and
2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening & Preliminary Examination of Bids.

No additional licenses and permits shall be required from the bidder having the LCB/SCB

21.2	No additional requirement.
------	----------------------------

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	No further instructions.
2.2	<p>The terms of payment shall be as follows:</p> <p>PAGCOR shall pay the CONTRACTOR a monthly service fee in the, for the monthly services of thirty-four (34) VIP Bar personnel, payable in two (2) tranches, within seven (7) working days from receipt of the CONTRACTOR's billing every 15th and 30th (or 31st) of the month.</p>
4	<p>The inspections and tests that will be conducted are detailed as follows: Not Applicable.</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.

Supply and Delivery of VIP Bar Personnel Services for Three (3) Years for Ronquillo, Malabon, MGO TG Satellite under ITB No.: PB21-05-007WIN.

Description	Quantity	Delivered, Weeks/Months																									
<p>Supply and Delivery of VIP Bar Personnel Services for Three (3) Years for Ronquillo, Malabon, MGO TG Satellite</p> <p>Manpower Requirement:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Location/ Satellite</th> <th style="width: 15%;">Bar Attendants</th> <th style="width: 15%;">Beverage Cart Attendants</th> <th style="width: 15%;">Kitchen Staff</th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td>Ronquillo Satellite</td> <td style="text-align: center;">6</td> <td style="text-align: center;">6</td> <td style="text-align: center;">3</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Malabon Satellite</td> <td style="text-align: center;">6</td> <td style="text-align: center;">6</td> <td style="text-align: center;">3</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Manila Grand Opera Satellite</td> <td style="text-align: center;">4</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">4</td> </tr> <tr> <td colspan="4">TOTAL</td> <td style="text-align: center;">34</td> </tr> </tbody> </table>	Location/ Satellite	Bar Attendants	Beverage Cart Attendants	Kitchen Staff	Total	Ronquillo Satellite	6	6	3	15	Malabon Satellite	6	6	3	15	Manila Grand Opera Satellite	4	-	-	4	TOTAL				34	1 Lot	<p>The Service Provider shall undertake to have its personnel assume work at PAGCOR's project sites within fifteen (15) calendar days from the receipt of the Notice to Proceed (NTP).</p>
Location/ Satellite	Bar Attendants	Beverage Cart Attendants	Kitchen Staff	Total																							
Ronquillo Satellite	6	6	3	15																							
Malabon Satellite	6	6	3	15																							
Manila Grand Opera Satellite	4	-	-	4																							
TOTAL				34																							

CONFORME:

[Signature of the Authorized Rep.]

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

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

Section VII. Technical Specification

Specification	Statement of Compliance
<p>Supply and Delivery of VIP Bar Personnel Services for Three (3) Years for Ronquillo, Malabon, MGO TG Satellite under ITB No.: PB21-05-007WIN</p>	<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. 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 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</p>

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

Supply and Delivery of VIP Bar Personnel Services for Three (3) Years for Ronquillo, Malabon, MGO TG Satellite

QTY.	Description	Statement of Compliance																												
<p>One (1) Lot</p>	<p>I. Number of Personnel Needed:</p> <table border="1" data-bbox="336 510 1051 882"> <thead> <tr> <th data-bbox="336 510 520 651">SATELLITE</th> <th data-bbox="520 510 651 651">BAR ATTENDANTS</th> <th data-bbox="651 510 842 651">BEVERAGE CART ATTENDANTS</th> <th data-bbox="842 510 975 651">KITCHEN STAFF</th> <th data-bbox="975 510 1051 651"></th> </tr> </thead> <tbody> <tr> <td data-bbox="336 651 520 725">MALABON</td> <td data-bbox="520 651 651 725">6</td> <td data-bbox="651 651 842 725">6</td> <td data-bbox="842 651 975 725">3</td> <td data-bbox="975 651 1051 725">15</td> </tr> <tr> <td data-bbox="336 725 520 799">RONQUILLO</td> <td data-bbox="520 725 651 799">6</td> <td data-bbox="651 725 842 799">6</td> <td data-bbox="842 725 975 799">3</td> <td data-bbox="975 725 1051 799">15</td> </tr> <tr> <td data-bbox="336 799 520 882">MGO</td> <td data-bbox="520 799 651 882">4</td> <td data-bbox="651 799 842 882">-</td> <td data-bbox="842 799 975 882">-</td> <td data-bbox="975 799 1051 882">34</td> </tr> </tbody> </table>	SATELLITE	BAR ATTENDANTS	BEVERAGE CART ATTENDANTS	KITCHEN STAFF		MALABON	6	6	3	15	RONQUILLO	6	6	3	15	MGO	4	-	-	34									
	SATELLITE	BAR ATTENDANTS	BEVERAGE CART ATTENDANTS	KITCHEN STAFF																										
	MALABON	6	6	3	15																									
	RONQUILLO	6	6	3	15																									
	MGO	4	-	-	34																									
	<p>II. MANPOWER POSTING</p> <p>MALABON SATELLITE:</p> <table border="1" data-bbox="347 1084 1040 1554"> <thead> <tr> <th data-bbox="347 1084 632 1301"></th> <th data-bbox="632 1084 769 1301">1st Shift (6:00AM to 3:00PM)</th> <th data-bbox="769 1084 906 1301">2nd Shift (2:00PM to 11:00PM)</th> <th data-bbox="906 1084 1040 1301">3rd Shift (10:00PM to 7:00AM)</th> </tr> </thead> <tbody> <tr> <td data-bbox="347 1301 632 1375">Bar Attendant</td> <td data-bbox="632 1301 769 1375">2</td> <td data-bbox="769 1301 906 1375">2</td> <td data-bbox="906 1301 1040 1375">2</td> </tr> <tr> <td data-bbox="347 1375 632 1471">Beverage Cart Attendant</td> <td data-bbox="632 1375 769 1471">2</td> <td data-bbox="769 1375 906 1471">2</td> <td data-bbox="906 1375 1040 1471">2</td> </tr> <tr> <td data-bbox="347 1471 632 1554">Kitchen Staff</td> <td data-bbox="632 1471 769 1554">1</td> <td data-bbox="769 1471 906 1554">1</td> <td data-bbox="906 1471 1040 1554">1</td> </tr> </tbody> </table> <p>RONQUILLO SATELLITE:</p> <table border="1" data-bbox="365 1621 1048 2018"> <thead> <tr> <th data-bbox="365 1621 539 1794"></th> <th data-bbox="539 1621 708 1794">1st Shift (6:00AM to 3:00PM)</th> <th data-bbox="708 1621 877 1794">2nd Shift (2:00PM to 11:00PM)</th> <th data-bbox="877 1621 1048 1794">3rd Shift (10:00PM to 7:00AM)</th> </tr> </thead> <tbody> <tr> <td data-bbox="365 1794 539 1890">Bar Attendant</td> <td data-bbox="539 1794 708 1890">2</td> <td data-bbox="708 1794 877 1890">2</td> <td data-bbox="877 1794 1048 1890">2</td> </tr> <tr> <td data-bbox="365 1890 539 2018">Beverage Cart Attendant</td> <td data-bbox="539 1890 708 2018">2</td> <td data-bbox="708 1890 877 2018">2</td> <td data-bbox="877 1890 1048 2018">2</td> </tr> </tbody> </table>		1 st Shift (6:00AM to 3:00PM)	2 nd Shift (2:00PM to 11:00PM)	3 rd Shift (10:00PM to 7:00AM)	Bar Attendant	2	2	2	Beverage Cart Attendant	2	2	2	Kitchen Staff	1	1	1		1 st Shift (6:00AM to 3:00PM)	2 nd Shift (2:00PM to 11:00PM)	3 rd Shift (10:00PM to 7:00AM)	Bar Attendant	2	2	2	Beverage Cart Attendant	2	2	2	
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Bar Attendant	2	2	2																											
Beverage Cart Attendant	2	2	2																											

	Kitchen Staff	1	1	1	
MGO SATELLITE:					
		1 st Shift (6:00AM to 3:00PM)	2 nd Shift (2:00PM to 11:00PM)	Mid Shift (4:00 PM to 1:00AM)	3 rd Shift (10:00 PM to 7:00AM)
	Bar Attendant	1	1	1	1
III. JOB DESCRIPTION					
1. BAR ATTENDANT					
	1. Takes orders, serves food and beverages in Gaming Area, Slot Machine Area and Executive Offices, in accordance with the standard operating procedure.				
	2. Checks the status of stock, inventory, requisitions, pending order slips and any other instructions pertinent to the daily bar operations.				
	3. Checks the over-all cleanliness of the bar area and ensure the good condition of the bar equipment/utensils used in the bar operations.				
	4. Prepares the daily Inventory Report.				
	5. Prepares requisitions for stock replenishment needed for the daily bar operations and submits the list to the Food Supervisor for requisition voucher (RV).				
	6. Receives and inspects items for the daily operations.				
	7. Prepares individual bin cards for items received for the VIP Bar.				
	8. Provides assistance in the daily posting of items received for and consumed from the respective bin card.				
	9. Reviews and assists in the updating of bin cards and other reports.				

	10. Courteously takes orders and serves food and beverage in accordance with the prescribed standard operating procedure.	
	11. Advises customers of the time needed to prepare the food ordered especially for those, which require an extended period to prepare.	
	12. Coordinates with the Pit Manager, Slot Manager, Slot Operations Officer, Assistant Slot Operations Officer to verify the appropriate amenities to be accorded to a particular customer.	
	13. Facilitates the preparation and signing of order slips by the approving officers and ensures that the order slips are closed after the signature of the approving officer.	
	14. Prepares requests from guest/s based on the approved order slips	
	15. Ensures that the food being served matches the corresponding order slip.	
	16. Refers customer's complaints to the Pit Manager, Slot Manager, Slot Operations Officer, Assistant Slot Operations Officer for proper disposition.	
	17. Deposits tip given by the customers in the tip box for pooling.	
	18. Ensures that the bar is properly set-up and monitor stocks for the replenishment to maintain the minimum required stock level.	
	19. Dishes out soiled dishes.	
	20. Assists in the tissue folding and preparation of other bar paraphernalia needed in the daily bar operation.	
	21. Assists, serves and attends to the needs of officers during meetings and during CF-Winford's hosted functions.	

22. Ensures that the utensils such as but not limited to glasses, cups and saucers, etc, are always clean and accounted for.	
23. Performs other related duties that may be assigned by the Facilities Management Officer I from time to time.	
2. BEVERAGE CART ATTENDANT	
1. Checks and monitors the status of stock inventory and attend to other instructions pertinent to the daily operations of the beverage cart.	
2. Serves beverages in accordance with the prescribed standard operating procedures. Observes courtesy at all times.	
3. Maintains and ensures the proper set up of the beverage cart and keep the same replenishes at all times to maintain the minimum required stock level.	
4. Ensures the over-all cleanliness of the beverage cart as well as the equipment / utensils used in its operation.	
5. Ensures that used cups and other trash of the beverage cart paraphernalia are properly disposed.	
6. Deposits given tip by the customers in the tip box for pooling.	
7. Refers customers' complaints to the Pit Manager, Slot Manager, Slot Operations Officer, Assistant Slot Operations Officer, for their proper disposition.	
3. KITCHEN STAFF	
1. Helps the Bar Attendant and Beverage cart attendant for all the preparation needed for the operation.	
2. Helps the Bar Attendant and Beverage cart attendant for all the preparation needed for the operation.	

	3. Handles the dishwashing of all utensils.	
	4. Ensures the over-all cleanliness of the kitchen as well as the equipment / utensils used in its operation.	
	5. Checks and monitors the status of stock inventory of the kitchen.	
	6. Prepares requests for kitchen use.	
	7. Performs other related duties that may be assigned by the Facilities Management Officer I from time to time.	
IV. PERSONNEL REQUIREMENTS:		
	<p>1. Bar Attendant/Beverage Cart Attendant (Male or Female)</p> <ul style="list-style-type: none"> a) Educational Attainment- College level or vocational course with at least 52 units (to present/submit transcript of records or records of grade) TESDA certification is required for those whose educational attainment is not related to the F & B industry. b) Age - 21 to 35 years old c) Height-At least 5'6" for male and 5'2" for female d) Working Hours- 6 days a week, 9 hours a day inclusive of one (1) hour break e) Experience/Training -With at least 6 months experience in Related F & B jobs in hotels and/or restaurants. f) Others - with pleasing personality - must submit NBI Clearance and health clearance from City Health Service. 	

	<p>2. Kitchen Staff (Male/Female)</p> <p>a) Educational Attainment- Must have at least completed Junior High (to present/submit transcript of records or records of grades)</p> <p>b) Working Hours-6 days a week, 9 hours a day inclusive of one (1) hour break</p> <p>c) Experience/Training- With at least 6 months experience in related job</p> <p>d) Others - must submit NBI Clearance and health clearance from City Health Service</p>	
QUALIFICATIONS		
	<p>1. The Service Provider shall be able to provide the required VIP Bar Personnel who are reliable, trained, healthy and of legal age for PAGCOR's operation three hundred sixty-five (365) days a year; seven days a week, three (3) shifts a day or in accordance with the operations of Malabon, Ronquillo and MGO satellites.</p>	
	<p>2. The Service Provider shall provide equally trained and competent substitute in the case of absence of any of the Contractor's regular Bar/Beverage Cart Attendants or Kitchen Staff.</p>	
	<p>3. The Service Provider Contractor shall require its Personnel and their substitute with health permits from the responsible government agency, NBI Clearance and submit the same to PAGCOR.</p>	
	<p>4. The Service Provider shall provide each personnel with three (3) sets of uniforms for the duration of the contract at its own account as follows:</p> <ul style="list-style-type: none"> ● Frequency of changing the uniform and its design-Yearly ● Minimum Cost per Set-P2,000.00 	

	<ul style="list-style-type: none"> ● To include the uniform for substitute/replacement /regular reliever personnel. <p>PAGCOR shall provide the designs, color and type of textile material to be used for the personnel uniforms. Wearing of Uniforms shall be implemented within 30 days from the receipt of the Notice to Proceed.</p>	
	<p>5. The Service Provider being an employer shall man an administrative office in Metro Manila to enable the Service provider to immediately address all problems and complaints.</p>	
	<p>6. The Service Provider shall immediately replace personnel who are absent and/or not performing his/her duties and responsibilities to the satisfaction of PAGCOR. In such eventuality the Service Provider shall provide a trained, able and competent substitute. Should no replacement be provided, the corresponding deduction in the monthly payment shall be made.</p>	
	<p>7. The Service Provider shall provide PAGCOR with a list of the names of their personnel and substitutes assigned in PAGCOR.</p>	
	<p>8. PAGCOR may upon due notice to the Service Provider request the replacement of their personnel assigned in PAGCOR's premises who is not performing his/her duties and responsibilities satisfactorily. Upon receipt of the written notice the Service Provider shall provide a substitute who is trained, able and competent to perform the assigned tasks, as determined by PAGCOR. In the absence of any request the Service Provider shall not unilaterally pull out any of its personnel without the conformity of PAGCOR.</p>	
	<p>9. The Service Provider shall at its own expense conduct a random drug testing of any of its personnel assigned in PAGCOR, whenever required by PAGCOR. Likewise, the Service Provider shall at its own expense conduct a RT-</p>	

	<p>PCR Test of all personnel to be deployed to, Results shall be submitted to Facilities Management and Engineering Section upon deployment.</p>	
	<p>10. The Service Provider shall replace, repair, restore any loss involving its bar personnel.</p>	
	<p>11. The Service Provider shall provide training/testing of its personnel at its own expense. Its personnel are required to undergo a 3 day on- the-job training before deployment.</p>	
	<p>12. The Service Provider shall ensure that the Bar Attendants, Beverage Cart Attendants and Kitchen Staff posted at CF Winford and its Satellites meet the standards set and required by PAGCOR.</p>	
	<p>13. The Service Provider shall engage the services of an on site inspector who will conduct an inspection of its personnel assigned in PAGCOR from time to time at the Service Provider's expense. It shall regularly inspect its personnel on site to ensure their affectivity, efficiency and presentability in the performance of their respective duties.</p> <p>It is understood that PAGCOR shall not evaluate the individual performance of the Service Provider's personnel but the Service Provider's service as a whole. Poor performance shall immediately be brought to the attention of the Service Provider for instantaneous and appropriate corrective action. The Service Provider shall then inform PAGCOR, in writing of the corrective action undertaken.</p>	
	<p>14. The Service Provider shall provide PAGCOR with the duly acknowledged pay slips of its personnel assigned in PAGCOR's premises and proof of remittance of its SSS, Philhealth, ECC and PAG-IBIG contributions. PAGCOR reserves the right to require the Service Provider to submit clearances from DOLE,</p>	

	<p>SSS, Philhealth, ECC and/or PAG-IBIG to check the Service Provider's compliance with labor and social legislations at anytime during the term of this Service Contract. PAGCOR shall also have the right to inspect the employment records of the Service Provider's personnel.</p>	
	<p>15. PAGCOR, may increase in accordance with law, or decrease the number of VIP Bar, Beverage Cart Attendants and/or Kitchen Staff or require rendition of overtime work depending on the exigencies of the service and accordingly adjust the monthly payment.</p>	
	<p>16. The Service Provider shall not deploy personnel who are related to each other and to PAGCOR employees up to the 3rd degree of consanguinity/affinity.</p>	
	<p>17. The Service Provider shall be evaluated semi-annually by PACGOR. Evaluation sheet attached Annex A.</p>	
	<p>18. New Normal Protocols. The Service provider must re iterate to their deployed personnel to strictly follow health and safety protocols implemented in the branch they will be assigned, shall ensure that its personnel exercise good person hygiene, particularly, but not limited to:</p> <ul style="list-style-type: none"> a. Regular and proper hand washing b. Clean and well-trimmed fingernails without nail polish; c. Hair should be neat and tidy. All personnel shall wear headdress/hairnet; d. Personnel with wounds/sores shall not be allowed to work. e. Personnel shall have personal sanitizers/alcohol at all times for regular sanitizing of hands 	

	<p>f. Usage of food grade disposable gloves by kitchen personnel must be observed at all times (Gloves for dry/raw food must not be used to serve wet/cooked food)</p> <p>g. Social distancing should be strictly observed at all times at the F&B area. As recommended by the DOH, a minimum of one (1) meter distance between two people is recommended. Strict observance of social distancing measures in all parts of the establishment including counter, kitchen, and bar areas.</p> <p>h. Mandatory wearing of personal protective equipment such as 3ply mask, face shield, gloves, hair caps is fully required to all staffs at all times. NO personnel with COVID-19 symptoms, or with exposure to COVID-19 patients shall be allowed to work.</p> <p>i. Mandatory submission of truthfully accomplished Daily Symptoms Monitoring Report (DSMR) to the attendance coordinator a day prior to their schedule of duty.</p>	
<u>BILLING</u>		
	<p>The Service Provider shall bill PAGCOR every 15th and 30th (or 31st) of the month, payable within thirty (30) days upon receipt of the billing statement with the necessary attachments. The billing statement shall be delivered to the Facilities Management Section Office at Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue, Sta. Cruz, Manila</p>	
<u>PERFORMANCE CRITERIA:</u>		
	<p>The Service Provider shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria (Annex "A"):</p> <ul style="list-style-type: none"> a) Quality of service delivered; b) Time management; c) Management and suitability of personnel; 	

	<p>d) Contract administration and management; e) Provision of regular progress reports;</p> <p>The above criteria shall be used to assess annually (period of evaluation is one (1) fiscal year from date of commencement of contract as indicated in the Notice to Proceed) the level of performance of the VIP Bar Personnel Services Agency and its VIP Bar Personnel as basis of continuity of the Contract.</p>	
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Annex A

VIP Bar Service Provider: _____

Period Covered: _____

Performance Criteria		Rating 1 to 5 (5 being the highest)
a. Quality of service delivered	a. Satisfactory and efficient service throughout the year	
b. Time management	a. VIP Bar Personnel are always punctual	
	b. VIP Bar Personnel finish their assigned tasks on time	
c. Management and suitability of personnel	a. VIP Bar Personnel are proficient in their assigned tasks	
	b. VIP Bar Personnel are responsive to requests for service	
	c. Number of VIP Bar Personnel deployed is always sufficient	
	d. VIP Bar Personnel are in complete uniform and properly groomed at all times.	
d. Contract administration and management	a. Salaries and bonuses of VIP Bar Personnel are paid by the agency in accordance with laws and regulations, on time and with pay slip; Certification on payment of 13 th month pay is submitted on time	
	b. Wage adjustments mandated by law are given to the personnel and Surety Bond is updated in case of wage increase	
	c. Mandatory benefits such as SSS, Philhealth, ECC and Pag-ibig are given to the VIP Bar Personnel	
	d. Admin. Staff are always available and accommodating whenever concerns are brought up	
	e. Complaints and/or requests are promptly attended to by the Admin. office	
	f. Management regularly inspects its personnel on site to ensure their efficiency, at least once a month	
e. Provision of regular progress reports	a. Attendance records are submitted on time, to support billing statements	
	b. Certifications on remittance of SSS and Philhealth, ECC and Pag-ibig contributions are submitted on time, to support billing statements	
TOTAL		

Rated by: _____
Signature over printed name (AFMO)

Concurred by: _____
Signature over printed name (SM)

Noted by: _____
Signature over printed name (BM)

Legend: Description of Rating

Numerical Rating	Description
5	At all times
4	Most of the time
3	Half of the time
2	Seldom
1	Never

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**;

SUPPLY AND DELIVERY OF VIP BAR PERSONNEL SERVICES FOR THREE (3) YEARS FOR RONQUILLO, MALABON, MGO TG SATELLITE

- b. bear the name and address of the Bidder in capital letters;
- c. be addressed to PAGCOR's BAC with the following details:
**BRANCH BIDS AND AWARDS COMMITTEE (BBAC)
CASINO FILIPINO-WINFORD
PHILIPPINE AMUSEMENT AND GAMING CORPORATION**
- d. bear the specific identification of this bidding process indicated in the **ITB** Clause 21; **ITB No.: PB21-05-007WIN**; and
- e. bear a warning "**DO NOT OPEN BEFORE...**" the date and time for the opening of bids, in accordance with **ITB** Clause 21.

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

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

OR

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

1. Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship, or Cooperative Development Authority (CDA) Registration Certificate for cooperatives; **AND/OR**
2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

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

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

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

OR;

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

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures, DTI Registration Certificate for sole proprietorship, or CDA Registration Certificate for cooperatives; **AND/OR**
2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

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

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

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

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

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

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

- (a) name of the contract;
- (b) date of the contract;
- (c) contract duration;
- (d) owner's name and address;
- (e) kinds of goods;
- (f) amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;

- (h) date of delivery (actual date of delivery for the single largest completed contract); and
- (i) end user's acceptance or official receipt(s) or sales invoice issued for the contract, which shall be attached to the statement of SLCC.

The Bidder must have completed, within the last **three (3) years** prior to the deadline for the Submission and Receipt of Bids, a single contract that is similar to the project, equivalent to at least **fifty percent (50%)** of the total ABC in the amount of **Thirteen Million Seven Hundred Fifty-Five Thousand Three Hundred Ninety-One Pesos and 56/100 (PhP 13,755,391.56)**.

For this purpose, similar contracts shall refer to: ***Procurement of VIP Bar Personnel Services***.

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

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

- a) Contact Person; and
- b) Contact Details (telephone/fax/cellphone number and/or email address)

- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

OR;

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

- (i) Conformity with the Schedule of Requirements (Section VI);
- (j) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (k) 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

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

The amount of the NFCC computation is **Twenty-Seven Million Five Hundred Ten Thousand Seven Hundred Eighty-Three Pesos and 12/100 (PhP27,510,783.12)**.

Bidders must submit a computation of its NFCC, which must be at least equal to the sum of the ABC of lots participated, calculated as follows:

NFCC = [(Current assets minus current liabilities) **(15)**] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

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

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

OR;

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

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

The amount of the committed line of credit is **Two Million Seven Hundred Fifty-One Thousand Seventy-Eight Pesos and 31/100 (PhP 2,751,078.31)**.

Class “B” Documents

- (n) 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.

24 FINANCIAL COMPONENT ENVELOPE

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

And

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

All financial bids shall be VAT Exclusive, Zero-Rated Transaction and rounded up to two (2) decimal places.

Bidders are required to provide separate financial bids for each lot participated which shall be submitted in separate envelopes enclosed in the Second (2nd) Bid Envelope (Financial Component).



Section IX. Bidding Forms

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BID FORM

Date : _____
Project Identification No. _____

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of 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 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. 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 _____.

Manpower Requirement:

SATELLITE	BAR ATTENDANTS	BEVERAGE CART ATTENDANTS	KITCHEN STAFF	
MALABON	6	6	3	15
RONQUILLO	6	6	3	15
MGO	4	-	-	4
TOTAL	16	12	6	34

BAR ATTENDANT

A. DIRECT LABOR COST		
a. Regular Rate per Month (Daily Rate x 365 / 12 months) PhP537.00	PhP 16,333.75	
b. 13 th Month Pay (Regular Rate [NO ECOLA] per month / 12 months/)	1,361.15	
c. Five (5) Days Incentive Leave (Regular Rate x 5 days / 12 months)	223.75	
d. Night Differential	653.35	
		18,572.00
B. INDIRECT LABOR COST		
a. SSS Premium	1,445.00	
b. PHILHEALTH Premium	285.84	
c. ECC	30.00	
d. PAG-IBIG Premium	100.00	
		1,860.84
C. OPERATING COST		
a. Administrative Expense	PhP	
Contract Cost per Bar Attendant per month		

Number of Required Bar Attendants	16
Monthly Cost of Sixteen (16) Bar Attendants	
Annual Cost of Sixteen (16) Bar Attendants	
Total Bid for Sixteen (16) Bar Attendants for Three (3) Years	

BEVERAGE CART ATTENDANT

A. DIRECT LABOR COST		
a. Regular Rate per Month (Daily Rate x 365 / 12 months) PhP537.00	PhP 16,333.75	
b. 13 th Month Pay (Regular Rate [NO ECOLA] per month / 12 months/)	1,361.15	
c. Five (5) Days Incentive Leave (Regular Rate x 5 days / 12 months)	223.75	
d. Night Differential	653.35	
		18,572.00
B. INDIRECT LABOR COST		
a. SSS Premium	1,445.00	
b. PHILHEALTH Premium	285.84	
c. ECC	30.00	
d. PAG-IBIG Premium	100.00	
		1,860.84
C. OPERATING COST		
a. Administrative Expense	PhP	
Contract Cost per Beverage Cart Attendant per month		
Number of Required Beverage Cart Attendants	12	
Monthly Cost of Twelve (12) Beverage Cart Attendants		
Annual Cost of Twelve (12) Beverage Cart Attendants		
Total Bid for Twelve (12) Beverage Cart Attendants for Three (3) Years		

KITCHEN STAFF

A. DIRECT LABOR COST		
a. Regular Rate per Month (Daily Rate x 365 / 12 months) PhP537.00	PhP 16,333.75	
b. 13 th Month Pay (Regular Rate [NO ECOLA] per month / 12 months/)	1,361.15	

c. Five (5) Days Incentive Leave (Regular Rate x 5 days / 12 months)	223.75	
d. Night Differential	653.35	
		18,572.00
B. INDIRECT LABOR COST		
a. SSS Premium	1,445.00	
b. PHILHEALTH Premium	285.84	
c. ECC	30.00	
d. PAG-IBIG Premium	100.00	
		1,860.84
OPERATING COST		
a. Administrative Expense	PhP	
Contract Cost per Kitchen Staff per month		
Number of Required Kitchen Staff		
	6	
Monthly Cost of Six (6) Kitchen Staff		
Annual Cost of Six (6) Kitchen Staff		
Total Bid for Six (6) Kitchen Staff for Three (3) Years		

Amount in Words Grand Total Cost for ONE (1) YEAR
(VAT-Exclusive, Zero-Rated transaction)

Amount in Words of Grand Total Cost for THREE (3) YEARS
(VAT-EXCLUSIVE, Zero-Rated transaction)

[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**

DRAFT SERVICE CONTRACT

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

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

- and -

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

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

RECITALS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of VIP Bar Personnel Services for Three (3) Years for Ronquillo, Malabon, MGO TG Satellite under ITB No.: PB21-05-007WIN (hereinafter referred to as the "Services");

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

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

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

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

ARTICLE I SCOPE OF UNDERTAKING

The CONTRACTOR shall provide the Services to PAGCOR in accordance with the following specifications:

Supply and Delivery of VIP Bar Personnel Services for Three (3) Years for Ronquillo, Malabon, MGO TG Satellite

QTY.	Description				
One (1) Lot	I. Number of Personnel Needed:				
	SATELLITE	BAR ATTENDANTS	BEVERAGE CART ATTENDANTS	KITCHEN STAFF	
	MALABON	6	6	3	15
	RONQUILLO	6	6	3	15
	MGO	4	-	-	4
II. MANPOWER POSTING					
MALABON SATELLITE:					
	1 st Shift (6:00AM to 3:00PM)	2 nd Shift (2:00PM to 11:00PM)	3 rd Shift (10:00PM to 7:00AM)		
Bar Attendant	2	2	2		
Beverage Cart Attendant	2	2	2		
Kitchen Staff	1	1	1		
RONQUILLO SATELLITE:					
	1 st Shift (6:00AM to 3:00PM)	2 nd Shift (2:00PM to 11:00PM)	3 rd Shift (10:00PM to 7:00AM)		
Bar Attendant	2	2	2		
Beverage Cart Attendant	2	2	2		
Kitchen Staff	1	1	1		

MGO SATELLITE:

	1 st Shift (6:00AM to 3:00PM)	2 nd Shift (2:00PM to 11:00PM)	Mid Shift (4:00 PM to 1:00AM)	3 rd Shift (10:00 PM to 7:00AM)
Bar Attendant	1	1	1	1

IV. JOB DESCRIPTION**1. BAR ATTENDANT**

1. Takes orders, serves food and beverages in Gaming Area, Slot Machine Area and Executive Offices, in accordance with the standard operating procedure.
2. Checks the status of stock, inventory, requisitions, pending order slips and any other instructions pertinent to the daily bar operations.
3. Checks the over-all cleanliness of the bar area and ensure the good condition of the bar equipment/utensils used in the bar operations.
4. Prepares the daily Inventory Report.
5. Prepares requisitions for stock replenishment needed for the daily bar operations and submits the list to the Food Supervisor for requisition voucher (RV).
6. Receives and inspects items for the daily operations.
7. Prepares individual bin cards for items received for the VIP Bar.
8. Provides assistance in the daily posting of items received for and consumed from the respective bin card.
9. Reviews and assists in the updating of bin cards and other reports.
10. Courteously takes orders and serves food and beverage in accordance with the prescribed standard operating procedure.
11. Advises customers of the time needed to prepare the food ordered especially for those, which require an extended period to prepare.
12. Coordinates with the Pit Manager, Slot Manager, Slot Operations Officer, Assistant Slot Operations Officer to verify the appropriate amenities to be accorded to a particular customer.
13. Facilitates the preparation and signing of order slips by the approving officers and ensures that the order slips are closed after the signature of the approving officer.
14. Prepares requests from guest/s based on the approved order slips

15. Ensures that the food being served matches the corresponding order slip.
16. Refers customer's complaints to the Pit Manager, Slot Manager, Slot Operations Officer, Assistant Slot Operations Officer for proper disposition.
17. Deposits tip given by the customers in the tip box for pooling.
18. Ensures that the bar is properly set-up and monitor stocks for the replenishment to maintain the minimum required stock level.
19. Dishes out soiled dishes.
20. Assists in the tissue folding and preparation of other bar paraphernalia needed in the daily bar operation.
21. Assists, serves and attends to the needs of officers during meetings and during CF- Winford's hosted functions.
22. Ensures that the utensils such as but not limited to glasses, cups and saucers, etc, are always clean and accounted for.
23. Performs other related duties that may be assigned by the Facilities Management Officer I from time to time.
2. BEVERAGE CART ATTENDANT
8. Checks and monitors the status of stock inventory and attend to other instructions pertinent to the daily operations of the beverage cart.
9. Serves beverages in accordance with the prescribed standard operating procedures. Observes courtesy at all times.
10. Maintains and ensures the proper set up of the beverage cart and keep the same replenishes at all times to maintain the minimum required stock level.
11. Ensures the over-all cleanliness of the beverage cart as well as the equipment / utensils used in its operation.
12. Ensures that used cups and other trash of the beverage cart paraphernalia are properly disposed.
13. Deposits given tip by the customers in the tip box for pooling.
14. Refers customers' complaints to the Pit Manager, Slot Manager, Slot Operations Officer, Assistant Slot Operations Officer, for their proper disposition.
3. KITCHEN STAFF

8. Helps the Bar Attendant and Beverage cart attendant for all the preparation needed for the operation.
9. Helps the Bar Attendant and Beverage cart attendant for all the preparation needed for the operation.
10. Handles the dishwashing of all utensils.
11. Ensures the over-all cleanliness of the kitchen as well as the equipment / utensils used in its operation.
12. Checks and monitors the status of stock inventory of the kitchen.
13. Prepares requests for kitchen use.
14. Performs other related duties that may be assigned by the Facilities Management Officer I from time to time.
IV. PERSONNEL REQUIREMENTS:
<p>3. Bar Attendant/Beverage Cart Attendant (Male or Female)</p> <ul style="list-style-type: none"> g) Educational Attainment- College level or vocational course with at least 52 units (to present/submit transcript of records or records of grade) <p>TESDA certification is required for those whose educational attainment is not related to the F & B industry.</p> <ul style="list-style-type: none"> h) Age - 21 to 35 years old i) Height-At least 5'6" for male and 5'2" for female j) Working Hours- 6 days a week, 9 hours a day inclusive of one (1) hour break k) Experience/Training -With at least 6 months experience in Related F & B jobs in hotels and/or restaurants. l) Others - with pleasing personality <ul style="list-style-type: none"> - must submit NBI Clearance and health clearance from City Health Service.
<p>4. Kitchen Staff (Male/Female)</p> <ul style="list-style-type: none"> e) Educational Attainment- Must have at least completed Junior High (to present/submit transcript of records or records of grades) f) Working Hours-6 days a week, 9 hours a day inclusive of one (1) hour break

	<p>g) Experience/Training- With at least 6 months experience in related job</p> <p>h) Others - must submit NBI Clearance and health clearance from City Health Service</p>
	<p>QUALIFICATIONS</p>
	<p>19. The Service Provider shall be able to provide the required VIP Bar Personnel who are reliable, trained, healthy and of legal age for PAGCOR's operation three hundred sixty-five (365) days a year; seven days a week, three (3) shifts a day or in accordance with the operations of Malabon, Ronquillo and MGO satellites.</p>
	<p>20. The Service Provider shall provide equally trained and competent substitute in the case of absence of any of the Contractor's regular Bar/Beverage Cart Attendants or Kitchen Staff.</p>
	<p>21. The Service Provider Contractor shall require its Personnel and their substitute with health permits from the responsible government agency, NBI Clearance and submit the same to PAGCOR.</p>
	<p>22. The Service Provider shall provide each personnel with three (3) sets of uniforms for the duration of the contract at its own account as follows:</p> <ul style="list-style-type: none"> ● Frequency of changing the uniform and its design-Yearly ● Minimum Cost per Set-P2,000.00 ● To include the uniform for substitute/replacement /regular reliever personnel. <p>PAGCOR shall provide the designs, color and type of textile material to be used for the personnel uniforms. Wearing of Uniforms shall be implemented within 30 days from the receipt of the Notice to Proceed.</p>
	<p>23. The Service Provider being an employer shall man an administrative office in Metro Manila to enable the Service provider to immediately address all problems and complaints.</p>
	<p>24. The Service Provider shall immediately replace personnel who are absent and/or not performing his/her duties and responsibilities to the satisfaction of PAGCOR. In such eventuality the Service Provider shall provide a trained, able and competent substitute. Should no replacement be provided, the corresponding deduction in the monthly payment shall be made.</p>
	<p>25. The Service Provider shall provide PAGCOR with a list of the names of their personnel and substitutes assigned in PAGCOR.</p>

	<p>26. PAGCOR may upon due notice to the Service Provider request the replacement of their personnel assigned in PAGCOR's premises who is not performing his/her duties and responsibilities satisfactorily. Upon receipt of the written notice the Service Provider shall provide a substitute who is trained, able and competent to perform the assigned tasks, as determined by PAGCOR. In the absence of any request the Service Provider shall not unilaterally pull out any of its personnel without the conformity of PAGCOR.</p>
	<p>27. The Service Provider shall at its own expense conduct a random drug testing of any of its personnel assigned in PAGCOR, whenever required by PAGCOR. Likewise, the Service Provider shall at its own expense conduct a RT-PCR Test of all personnel to be deployed to, Results shall be submitted to Facilities Management and Engineering Section upon deployment.</p>
	<p>28. The Service Provider shall replace, repair, restore any loss involving its bar personnel.</p>
	<p>29. The Service Provider shall provide training/testing of its personnel at its own expense. Its personnel are required to undergo a 3 day on- the-job training before deployment.</p>
	<p>30. The Service Provider shall ensure that the Bar Attendants, Beverage Cart Attendants and Kitchen Staff posted at CF Winford and its Satellites meet the standards set and required by PAGCOR.</p>
	<p>31. The Service Provider shall engage the services of an on site inspector who will conduct an inspection of its personnel assigned in PAGCOR from time to time at the Service Provider's expense. It shall regularly inspect its personnel on site to ensure their affectivity, efficiency and presentability in the performance of their respective duties.</p> <p>It is understood that PAGCOR shall not evaluate the individual performance of the Service Provider's personnel but the Service Provider's service as a whole. Poor performance shall immediately be brought to the attention of the Service Provider for instantaneous and appropriate corrective action. The Service Provider shall then inform PAGCOR, in writing of the corrective action undertaken.</p>
	<p>32. The Service Provider shall provide PAGCOR with the duly acknowledged pay slips of its personnel assigned in PAGCOR's premises and proof of remittance of its SSS, Philhealth, ECC and PAG-IBIG contributions. PAGCOR reserves the right to require the Service Provider to submit clearances from DOLE, SSS, Philhealth, ECC and/or PAG-IBIG to check the Service Provider's compliance with labor and social legislations at anytime during the term of this Service Contract. PAGCOR</p>

	<p>shall also have the right to inspect the employment records of the Service Provider's personnel.</p>
	<p>33. PAGCOR, may increase in accordance with law, or decrease the number of VIP Bar, Beverage Cart Attendants and/or Kitchen Staff or require rendition of overtime work depending on the exigencies of the service and accordingly adjust the monthly payment.</p>
	<p>34. The Service Provider shall not deploy personnel who are related to each other and to PAGCOR employees up to the 3rd degree of consanguinity/affinity.</p>
	<p>35. The Service Provider shall be evaluated semi-annually by PACGOR. Evaluation sheet attached Annex A.</p>
	<p>36. New Normal Protocols. The Service provider must re iterate to their deployed personnel to strictly follow health and safety protocols implemented in the branch they will be assigned, shall ensure that its personnel exercise good person hygiene, particularly, but not limited to:</p> <ul style="list-style-type: none"> j. Regular and proper hand washing k. Clean and well-trimmed fingernails without nail polish; l. Hair should be neat and tidy. All personnel shall wear headdress/hairnet; m. Personnel with wounds/sores shall not be allowed to work. n. Personnel shall have personal sanitizers/alcohol at all times for regular sanitizing of hands o. Usage of food grade disposable gloves by kitchen personnel must be observed at all times (Gloves for dry/raw food must not be used to serve wet/cooked food) p. Social distancing should be strictly observed at all times at the F&B area. As recommended by the DOH, a minimum of one (1) meter distance between two people is recommended. Strict observance of social distancing measures in all parts of the establishment including counter, kitchen, and bar areas. q. Mandatory wearing of personal protective equipment such as 3ply mask, face shield, gloves, hair caps is fully required to all staffs at all times. NO personnel with COVID-19 symptoms, or with exposure to COVID-19 patients shall be allowed to work.

	<p>r. Mandatory submission of truthfully accomplished Daily Symptoms Monitoring Report (DSMR) to the attendance coordinator a day prior to their schedule of duty.</p>
	<p><u>BILLING</u></p>
	<p>The Service Provider shall bill PAGCOR every 15th and 30th (or 31st) of the month, payable within thirty (30) days upon receipt of the billing statement with the necessary attachments. The billing statement shall be delivered to the Facilities Management Section Office at Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue, Sta. Cruz, Manila</p>
	<p><u>PERFORMANCE CRITERIA:</u></p>
	<p>The Service Provider shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria (Annex "A"):</p> <ul style="list-style-type: none"> f) Quality of service delivered; g) Time management; h) Management and suitability of personnel; i) Contract administration and management; j) Provision of regular progress reports; <p>The above criteria shall be used to assess annually (period of evaluation is one (1) fiscal year from date of commencement of contract as indicated in the Notice to Proceed) the level of performance of the VIP Bar Personnel Services Agency and its VIP Bar Personnel as basis of continuity of the Contract.</p>

**ARTICLE II
NO EMPLOYER-EMPLOYEE RELATIONSHIP**

1. There shall be no employer-employee relationship between PAGCOR and the employees and security guards of the CONTRACTOR. The CONTRACTOR shall have the entire charge, control and supervision of the Services herein agreed upon. The CONTRACTOR shall be responsible for all acts and omissions of its employees, security guards and 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 accident, injury or sickness of any kind, or death that may occur to any security guard or employee of the CONTRACTOR during the time and consequent to the performance of the Services under this Service Contract shall be the CONTRACTOR's sole responsibility. The CONTRACTOR further binds itself to hold PAGCOR free and harmless from any claim on account of the aforementioned injuries or damages.

2. The CONTRACTOR's security guards are the employees of the CONTRACTOR and are not the employees of PAGCOR and shall not be

subject to the disciplinary jurisdiction of PAGCOR. Any offense committed by the CONTRACTOR's security guards shall constitute a breach of this Service Contract. PAGCOR shall communicate to the CONTRACTOR all instances of such breach for immediate and appropriate action by the CONTRACTOR. In case of serious and substantial breach, as determined by PAGCOR, PAGCOR shall require that the CONTRACTOR take the appropriate steps to address PAGCOR's concerns within the period prescribed by PAGCOR. The inability of the CONTRACTOR to correct the situation will entitle PAGCOR to impose a corresponding and appropriate penalty against the CONTRACTOR or to rescind this Service Contract.

3. The CONTRACTOR shall comply with all of its obligations as an employer under the Labor Code, its implementing rules and regulations and all other applicable laws and regulations. Non-compliance therewith shall be for its exclusive risk and responsibility and shall constitute a violation of and a ground for the termination of this Service Contract.
4. The CONTRACTOR shall control and supervise its security guards thru its Supervisor-In-Charge (SIC) who shall closely coordinate with PAGCOR's Security Department.

ARTICLE III TERMS AND CONDITIONS

1. The CONTRACTOR shall regularly inspect its security guards on site to ensure their efficiency and that their equipment are serviceable and their uniforms presentable.

The CONTRACTOR shall ensure that its security guards render efficient and effective service. It is understood that PAGCOR shall not evaluate the individual performance of the CONTRACTOR's security guards but the CONTRACTOR's service as a whole. Poor performance shall immediately be brought to the attention of the CONTRACTOR's SIC for immediate and appropriate corrective action. The SIC shall then inform PAGCOR, in writing, of the corrective action undertaken.

2. The CONTRACTOR shall man an administrative office within the location to enable the CONTRACTOR to immediately address all problems and complaints.
3. PAGCOR may require the replacement of any security guard who is absent and/or not performing his/her duties and responsibilities to its satisfaction. In such an eventuality, the CONTRACTOR shall immediately provide a trained, able and competent substitute security guard. The CONTRACTOR shall provide PAGCOR with a list of the names of the CONTRACTOR's security guards and their substitutes. Should no replacement be provided, the corresponding deduction in the monthly payment shall be made.
4. The CONTRACTOR shall not unilaterally pull out any security guard without the conformity of PAGCOR.

5. PAGCOR may increase, subject to the relevant government procurement laws, or decrease, the number of security guards, or require the rendition of overtime work, depending on the exigencies of the service, and accordingly adjust the monthly payment.
6. The CONTRACTOR shall provide PAGCOR with the duly acknowledged pay slips of all its security guards assigned in PAGCOR's premises and proof of remittance of its Social Security System (SSS), Philippine Health Insurance Corporation (Philhealth), ECC and PAG-IBIG contributions. PAGCOR reserves the right to require the CONTRACTOR to submit clearances from DOLE, SSS, Philhealth, ECC or PAG-IBIG, at anytime during the term of this Service Contract. PAGCOR shall also have the right to inspect the employment records of the CONTRACTOR's security guards.
7. In the event that the CONTRACTOR fails to pay the correct SSS, Philhealth, ECC or PAG-IBIG premiums or the mandated minimum wage, of its security guards assigned in PAGCOR's premises, PAGCOR shall impose the corresponding penalties and withhold an amount from the CONTRACTOR's service fee equal to the premiums and/or salaries/wages not paid by the CONTRACTOR. In addition, the CONTRACTOR's failure to pay the correct premiums or wages shall also be a ground for the termination of this Service Contract.
8. In the event that the CONTRACTOR fails to comply with any of its undertakings, as set forth in this Service Contract, PAGCOR shall be released from its obligations under this Service Contract, without prejudice to its rights of restitution, recovery and damages.
9. 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 judicial action.

If the parties fail to settle their differences of 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 if this Service Contract is declared void, 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.
10. This Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.
11. The relationship between the parties shall be limited to the performance of the Services as stipulated under this Service Contract. Nothing herein 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.

12. This Service 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 undertakings to this Service Contract shall be binding unless executed in writing by all the parties thereto.
13. No waiver of any of the provisions of this Service Contract shall be deemed or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing and signed by the party making the waiver.

ARTICLE IV CONTRACTUAL PERIOD

1. This Service Contract shall be effective for a period of three (3) years to effective from the date of receipt in the Notice to Proceed.

PAGCOR may terminate the Service Contract, with or without cause, without need for judicial intervention, upon thirty (30) days written notice to the CONTRACTOR.

2. Should the CONTRACTOR incur delay in the performance of the Services, the CONTRACTOR shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered Services for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the Contract Price of the Service Contract. Once the cumulative maximum deduction reaches ten percent (10%) of the Contract Price, PAGCOR shall have the option to rescind the Service Contract, without prejudice to other courses of action and remedies open to it.

In case the CONTRACTOR still fails to deliver the Services after the lapse of fifteen (15) days from the supposed date of implementation, PAGCOR shall likewise have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.

ARTICLE V CONTRACT PRICE and SCHEDULE OF PAYMENTS

1. The Contract Price for the Services shall be in the total amount of _____ and which shall be subject to the mandated withholding tax.
2. PAGCOR shall pay the CONTRACTOR a monthly service fee in the amount of _____, VAT Exclusive, Zero Rated Transaction, subject to the mandated withholding tax, for the monthly services of _____ (____) security guards, at the rate of _____ (PhP _____) per security guard, per month, payable in two (2) tranches, within seven (7) working days from receipt of the CONTRACTOR's billing every 15th and 30th of the month, broken down as follows:

DESCRIPTION	MONTHLY RATE
A. DIRECT LABOR COST	
B. INDIRECT LABOR COST	
C. OPERATING COST	
TOTAL COST PER MONTH	
TOTAL COST PER YEAR	
TOTAL COST PER THREE (3) YEARS	

(see attached breakdown on Annex " B")

Payment shall be made according to the actual deployed numbers of CONTRACTOR's personnel.

3. Night Shift Differential and Holiday Pay, which may be allowed under the Labor Code, shall be computed separately, in accordance with law, and shall be for the account of PAGCOR with details as follows:

- (a) Night Shift Differential (Compliance Guide No. 5, Article 86)
Night shift pay of not less than 10% of the regular wage for each hour of work, performed between 10 p.m. and 6a.m., shall be computed as follows:

- I. Ordinary Working Day Night differential
Regular Rate (No ECOLA) / 8 x 110% x no. of hours work
 - II. Special Holiday Night Differential
Regular Rate (No ECOLA) / 8 x 143% x no. of hours work
 - III. Regular Holiday Night Differential
Regular Rate (No ECOLA) / 8 x 220% x no. of hours work

4. Deductions from the CONTRACTOR's billings pertinent to security guard absences shall be computed based on the gross rate as follows:

Gross Regular Rate per Day	=	(Cost of Personnel per Month x 12) / 365
Regular Rate per Hour	=	Gross Regular Rate per Day / 8

5. PAGCOR shall shoulder the overtime premium in case there is a need for additional services due to exigencies provided that the services rendered by security guards beyond eight (8) hours a day must be approved by the Branch Manager.

However, if the overtime hours are caused by the CONTRACTOR, where its employees will be required to perform work in excess of eight (8) hours a day due to lack of manpower, i.e. sick leaves, vacation leaves, absences without leave of its employees or any case attributable to the CONTRACTOR, which

includes but not limited to the inefficiency of its employees, the CONTRACTOR will shoulder the overtime premium.

6. The Contract Price already includes all applicable taxes, fees and charges required by the government. The CONTRACTOR holds PAGCOR free from liability for any or all taxes arising out of this Service Contract.
7. The Contract Price shall not be subject to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Service Contract, subject to the provisions of Article I and the succeeding paragraph.
8. The CONTRACTOR shall inform PAGCOR and prepare a Supplemental Schedule of Payment and the corresponding additional or replacement Performance Security and Surety Bond, as necessary, in case of an increase in the present minimum wage, cost of living allowance, SSS, Philhealth, ECC and PAG-IBIG premiums and all other similar increases, after the signing of this Service Contract, by subsequent government decrees or orders, and submit the same to PAGCOR together with a copy of the government decree or order mandating the increase.

Upon PAGCOR's verification of and conformity to the Supplemental Schedule of Payment, additional or replacement Performance Security and Surety Bond, if any, and the government decree or order mandating the increase, the Supplemental Schedule of Payment shall form a part of the Service Contract as an amendment thereto.

ARTICLE VI CLEARANCES, PERMITS, LICENSES and TAXES

1. The CONTRACTOR warrants that it is an entity duly organized, validly existing and in good standing under the laws of the republic of the Philippines, and that it is duly registered and capable and has the requisite power, authority, permits, clearances and licenses, to enter into this Service Contract and to perform Services and all of its obligations under this Service Contract.
2. All amounts, claims, and expenses pertaining to clearances, licenses, permits, registrations or renewals thereof, required by PAGCOR or the appropriate government entities for the Services to be performed under this Service Contract shall be for the exclusive account of CONTRACTOR.
3. The CONTRACTOR shall provide PAGCOR, whenever required by the latter, with the Philippine National Police (PNP) and National Bureau of Investigation (NBI) clearances and health clearances of all of its security guards assigned in PAGCOR.
4. The CONTRACTOR shall pay its taxes in full and on time. Its failure to do so shall entitle PAGCOR to suspend payment for services rendered by the CONTRACTOR. The CONTRACTOR shall regularly present a tax clearance from the BIR and a copy of its income and business tax returns, duly stamped, received and validated by the BIR, indicating the tax payments made thereon.

**ARTICLE VII
PERFORMANCE SECURITY**

The CONTRACTOR shall post a Performance Security (the "Security"), for the benefit of PAGCOR, conditioned on former's compliance with all of its obligations under this Service Contract, prior to the signing of the Service Contract, in accordance with any of the following schedule:

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	
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%)

The Performance Security shall remain valid until the issuance of the final Certificate of Acceptance. It may be released only after the issuance of the final Certificate of Acceptance of the Services, provided that there are no claims filed against the CONTRACTOR or the surety company.

**ARTICLE VIII
SURETY BOND**

In accordance with Art. 108 of the Labor Code, the CONTRACTOR shall post a Surety Bond in the amount of _____, which is equivalent to the cost of labor under contract of the ____ (__) security guards, upon the execution of this Service Contract, to answer for the non-payment/underpayment of salaries of the CONTRACTOR's security guards.

The Surety Bond shall be maintained by the CONTRACTOR during the effectivity of the Service Contract and any extension thereof.

**ARTICLE IX
INDEMNIFICATION**

1. The CONTRACTOR hereby holds PAGCOR its guests, corporate affiliates and any director, officer, employee or agent 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 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's premises secured by the CONTRACTOR. The CONTRACTOR hereby agrees to replace, repair or restitute any loss involving its security guards. Insurance for loss, theft, and robbery shall be submitted by the CONTRACTOR upon the execution of this Service Contract.

ARTICLE IX CONFIDENTIALITY

1. All information disclosed to the CONTRACTOR, its directors, officers, employees, security guards, agents, and other persons 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 Agreement. The CONTRACTOR will not, at any time, disclose such confidential information to any third party without PAGCOR's prior written consent.
2. In the event that the CONTRACTOR, its directors, officers, employees, security guards, agents, and other persons 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.
3. 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, security guards, agents, and other persons acting on the CONTRACTOR's behalf, and that PAGCOR shall be entitled to specific performance, including injunctive relief, as a remedy for any such breach. Such breach 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.

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

**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**

TIN: 033-000-887-972

Represented by:

TIN:

TIN:

Represented by:

TIN:

Signed in the presence of:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

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

Name	Identification Document Presented	Issue and Expiry Date

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

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

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

Doc. No.
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Series of 20__

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

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

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

Name	Identification Document Presented	Issue and Expiry Date

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

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

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

Doc No.
Page No.
Book No.
Series of 20_____.

Omnibus Sworn Statement

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 10 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. _____

Page No. _____

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 ____.

Approved Budget for the Contract ABC:

Twenty-Seven Million Five Hundred Ten Thousand Seven Hundred Eighty-Three Pesos and 12/100 (PhP27,510,783.12)

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 knownto 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

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DIAGRAM FOR THE SEALING AND MARKING OF BIDS

