

**SUPPLY AND DELIVERY OF  
FOOD AND BEVERAGES FOR  
CASINO CUSTOMER,  
PLAYERS AND GUESTS FOR  
TWO (2) YEARS FOR  
MALABON SATELLITE  
ITB NO.: PB21-04-005WIN**

**Philippine Amusement and Gaming Corporation  
(PAGCOR)**

**Sixth Edition  
May 31, 2021**

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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



**INVITATION TO BID FOR SUPPLY AND DELIVERY OF FOOD AND BEVERAGES FOR CASINO CUSTOMER, PLAYERS AND GUESTS FOR TWO (2) YEARS FOR MALABON SATELLITE under ITB No.PB21-04-005WIN**

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1. The Philippine Amusement and Gaming Corporation (PAGCOR), through the PAGCOR's Corporate Budget for CY 2021 intends to apply the Approved Budget for the Contract (ABC) of **Forty Million Pesos (PhP40,000,000.00), VAT Exclusive, Zero-Rated Transaction**, being the total ABC to payments under the contract for the Supply and Delivery of Food and Beverages for Casino Customer, Players and Guests for two (2) years for Malabon 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 and Services shall be for a period of **two (2) years and shall commence from the date of receipt of the winning bidder 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 Office, 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 **May 31, 2021 (Monday) to June 21, 2021 (Monday)** 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](http://www.pagcor.ph) and [www.philgeps.gov.ph](http://www.philgeps.gov.ph) and may be allowed to submit bids provided that bidders pay the applicable fee of the Bidding Documents not later than the deadline for the submission and receipt of bids.

In effecting payment for the Bidding Documents, prospective bidders shall present either the Payment Slip, which may be secured from the PS, or a copy of this Invitation to Bid (ITB) to PAGCOR's Cashier, located at the Third (3<sup>rd</sup>) 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 8, 2021 (Tuesday), 1:00 p.m. at the Conference Room, third (3<sup>rd</sup>) 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 21, 2021 (Monday), 1:00 p.m. at the Conference Room, Third (3<sup>rd</sup>) 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 21, 2021 (Monday), 1:00 p.m. onwards at the Conference Room, Third (3<sup>rd</sup>) 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  
Office *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](http://www.pagcor.ph) or  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

Date of Issue: May 31, 2021

(SGD)

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**JOCELYN G. SORIANO**

Chairperson

BRANCH BIDS AND AWARDS COMMITTEE  
(BBAC)

CASINO FILIPINO- WINFORD

/jaa /isse

## ***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 Food and Beverages for Casino Customer, Players and Guests for two (2) years for Malabon Satellite under ITB No. PB21-04-005WIN **with an ABC of Forty Million Pesos (PhP40,000,000.00)**, 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 ABC of Forty Million Pesos (PhP40,000,000.00), VAT Exclusive, Zero-Rated Transaction.
- 2.2. The source of funding is the Corporate Operating Budget – PAGCOR's Corporate Budget for CY 2021.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, Conference Room, Third (3<sup>rd</sup>) 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**

<b>ITB Clause</b>			
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Supply and Delivery of Food and Beverages</li> <li>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>		
7.1	No portion of the contract shall be sub-contracted.		
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project at the delivery site, <b>Malabon Satellite, 110 McArthur Highway, Barangay Potrero, Malabon City.</b>		
14.1	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>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;"><b>[at least Two Percent (2%) of the annual ABC]</b></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;"><b>[at least Five Percent (5%) of the annual ABC]</b></p>	<p style="text-align: center;"><b>Bid Securing Declaration as provided in Section IX hereof (Bidding Forms)</b></p> <p style="text-align: center;"><b>[No percentage required]</b></p>
	PhP800,000.00	PhP2,000,000.00	<p>No amount required.</p> <p>Template is provided under Section IX (Bidding Forms) of this Bidding Documents</p>

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 <b>Forty Million Pesos (PhP40,000,000.00)</b>.</p>
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid (LCB)/Single Calculated Bid (SCB), the Bidder shall submit the following:</p> <ol style="list-style-type: none"> <li>1. In case the bidder is registered in PhilGEPS under the Blue membership category, a valid PhilGEPS Registration Certificate; and</li> <li>2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS),</li> </ol> <p>In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16 – 2005, the above-mentioned tax returns shall refer to the following:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and</li> <li>2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening &amp; Preliminary Examination of Bids.</li> </ol> <p>No additional licenses and permits shall be required from the bidder having the LCB/SCB</p>
21.2	No additional requirement.

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

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

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

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

## 2. Advance Payment and Terms of Payment

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

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

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

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

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

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><b><i>For Goods supplied from abroad:</i></b></p> <p>The delivery terms applicable to the Contract are DDP delivered at the <i>Casino Filipino-Winford, Malabon Satellite, 110 McArthur Highway, Barangay Potrero, Malabon City.</i></p> <p><b><i>For Goods supplied from within the Philippines:</i></b></p> <p>The delivery terms applicable to this Contract are delivered at the <i>Casino Filipino-Winford, Malabon Satellite, 110 McArthur Highway, Barangay Potrero, Malabon City.</i> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are:</p> <p><b><i>KARA DENICE C. BENITEZ, Marketing Assistant CF-Winford, 561 Ronquillo St. corner Rizal Avenue Sta. Cruz, Manila Contact Nos.: 0906-3207484</i></b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>

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

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

#### **Spare Parts –**

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

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of two (2) years.

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

#### **Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be

sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

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

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### **Transportation –**

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

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

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port



	<p>of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>			
2.2	<p>The terms of payment shall be as follows:</p> <table border="1" data-bbox="371 965 1385 1263"> <tr> <td data-bbox="371 965 1385 1115">99% of the costs of the items delivered per lot subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.</td> </tr> <tr> <td data-bbox="371 1115 1385 1263">1% Retention of the items delivered to be paid after three (3) months, from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).</td> </tr> </table> <p style="text-align: center;">OR</p> <table border="1" data-bbox="371 1373 1385 1630"> <tr> <td data-bbox="371 1373 1385 1630">100% of the costs of the items delivered per lot provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to <b>PAGCOR's</b> acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for three (3) months from issuance of the IAR.</td> </tr> </table>	99% of the costs of the items delivered per lot subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.	1% Retention of the items delivered to be paid after three (3) months, from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).	100% of the costs of the items delivered per lot provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to <b>PAGCOR's</b> acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for three (3) months from issuance of the IAR.
99% of the costs of the items delivered per lot subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.				
1% Retention of the items delivered to be paid after three (3) months, from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).				
100% of the costs of the items delivered per lot provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to <b>PAGCOR's</b> acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for three (3) months from issuance of the IAR.				
4	<p>The inspections and tests that will be conducted are detailed as follows:</p> <p>Inspection and acceptance shall be conducted by the authorized representatives of the Marketing Section, and/or other offices/body authorized by PAGCOR.</p> <p>The inspections and tests that will be conducted include, but not limited to inspection for the completeness of the requirements in accordance with the required quantity of the procurement requirement and</p>			

	<p>compliance to all parameters of the Technical Specifications/Scope of Work/Terms of Reference at the project site.</p> <p>The goods shall be accepted only by the end user after passing the inspection and acceptance.</p> <p>Non-compliance and/or any identified defects with any parameters of the Technical Specifications and/or delay in the completion or delivery of the requirements based on the provisions of the Schedule of Requirements shall be reported to PAGCOR for appropriate penalties and/or sanctions.</p>
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## **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 Food and Beverages for Casino Customer, Players and Guests for two (2) years for Malabon Satellite under ITB No.PB21-04-005WIN.

Item No.	Description	Quantity	Delivered, Weeks/Months
1	Supply and Delivery of Food and Beverages for Casino Customer, Players and Guests for two (2) years for Malabon Satellite	1 Lot	<p>The Contractor shall provide the Services twenty-four (24) hours a day, seven (7) days a week or in accordance with the operations of Casino Filipino Winford – Malabon Satellite.</p> <p>The contract shall commence from the date of receipt of the winning bidder of the Notice to Proceed.</p> <p>The term of the contract shall be for a period of Two (2) years or upon exhaustion of the contract price, whichever comes first.</p>

**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**

<b>Specification</b>	<b>Statement of Compliance</b>
<p>Supply and Delivery of Food and Beverages for Casino Customer, Players and Guests for two (2) years for Malabon Satellite under ITB No.PB21-04-005WIN.</p>	<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. <b>Bidders should likewise indicate the “BRAND” to be offered, if item to be offered is branded. Otherwise, indicate “UNBRANDED / GENERIC”.</b> Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution</p>

		subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).
<b>Supply and Delivery of Food and Beverages for Casino Customer, Players and Guests for two (2) years for Malabon Satellite</b>		
QTY.	Description	Statement of Compliance
	<b>I. SCOPE OF SERVICES</b>	
<b>One (1) Lot</b>	The Service Provider undertakes to provide the Services, specifically, the provision of food and beverages and the incidental services for sanitation and cleaning, including all the necessary labor, materials, supplies and equipment, to PAGCOR customers, players and guests at Casino Filipino Winford - Malabon Satellite, in accordance with the following technical specifications and menu as per Schedule of Prices	
	1. The menu price shall be VAT-Exclusive and zero-rated and shall already include all applicable fees and charges	
	2. The Service Provider shall not amend the menu without the prior written consent of PAGCOR. The prices herein agreed shall not be subject to any increase or upward adjustment for any reason cause whatsoever for the duration of the Contract.	
	3. The Service Provider shall be responsible for the cleanliness and the sanitation of the F&B area	
	4. The Service Provider shall have sufficient manpower to provide the Services and shall own, legally possess and/or have access to all the necessary kitchen and restaurant supplies, utensils, equipment necessary for the delivery of the Service, such as, but not limited to: a. Spoons, forks, knives and chopping boards; b. Plates, glasses, cups and saucers; c. Various cook wares; d. Various tablecloths and napkins; e. Stoves, ovens, microwave oven, grills; and f. Spices and clean containers for the different food ingredients	
	5. The Service Provider shall have good title to the items/goods/services being offered and full authority to sell and transfer the same and that the items/goods/services are sold free and clear of all	

	liens, encumbrances, liabilities and adverse claims of every nature and description.	
	6. The Service Provider's utensils shall be sterilized, kept clean and dried properly.	
	7. The Service Provider shall provide the Services twenty-four (24) hours a day, seven (7) days a week or in accordance with the operations of CF Winford-Malabon Satellite.	
	8. The goods and services provided by the Service Provider shall comply with PAGCOR's standards and shall always take into consideration the special preferences of PAGCOR, its customers/clientele and /or guests.	
	9. The Service Provider shall ensure that its personnel are always well mannered, courteous, polite, efficient and shall conduct themselves, at all times, in a professional manner towards PAGCOR, its directors, officers, agents, customers and guests.	
	10. The Service Provider's personnel shall secure from the responsible government agency a health/sanitary permit/clearance. The Service Provider shall not field any of its personnel without the requisite government health/sanitary permit/clearance.	
	11. The Service Provider shall ensure that its personnel exercise good personal hygiene, particularly, but not limited to: <ul style="list-style-type: none"> <li>a. Regular and proper hand washing;</li> <li>b. Clean and well-trimmed fingernails without nail polish;</li> <li>c. Hair should be neat and tidy; and</li> <li>d. Open wounds should be properly dressed</li> </ul>	
	12. The Service Provider's personnel shall, at all times, wear their prescribed uniform including, but not limited to, aprons, headdress/hair caps/hairnet and gloves, which shall be provided by the Service Provider.	
	13. PAGCOR may require the replacement of any of the Service Provider's personnel who is not performing his/her duties responsibilities to PAGCOR's satisfaction. The Service Provider shall not unilaterally pull out any of its personnel without the conformity of PAGCOR.	
	14. In the event that the Service Provider 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.	
	15. This Service Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.	
	16. In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, as determined by PAGCOR, the Parties hereto agree to immediately to re-negotiate its terms and conditions, or at the option of PAGCOR, terminate the same.	
	17. The 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 understandings of the parties. No supplement, variation or amendment to this Service Contract shall be binding unless executed in writing by all parties thereto.	
<b>QUALIFICATIONS OF THE SERVICE PROVIDER</b>		
	1. The Service Provider should be located within Malabon Satellite but outside of PAGCOR leased area. No rental shall be charged by PAGCOR.	
	2. The Service Provider must have at least three (3) years experience in the restaurant industry.	
	3. The Service Provider should be able to serve cuisine to cater to different types of nationalities & food preferences.	
	4. The personnel of the Service Provider shall observe the practice of "clean as you go" policy.	
	5. The Service Provider shall exercise prompt delivery of service when order is placed.	
<b>FOOD HANDLING:</b>		
	1. Usage of gloves by kitchen personnel must be observed at all times (gloves for dry/raw food must not be used to serve wet/cooked food).	
	2. Salads that are prepared in advance must be properly stored & transported in cold temperature.	
	3. Heating of food must be available upon the request.	
	4. Chopping boards must not be used interchangeably for raw and cooked foods.	
	5. Wooden chopping boards should not be used.	

6. If food will be cooked in a different location, the Service Provider must transport food that is tightly covered at least thirty (30) minutes before the service.	
7. The Service Provider should provide international cuisine (like American, Chinese, Korean) to cater the different nationalities and food preferences of the customers, guests, and patrons of the Casino.	
<b>MENU:</b>	
1. The menu should include viands using the different methods of cooking (grilled, fried, and steamed).	
2. Color combinations & Food presentation must be observed.	
3. The Service Provider should be able to cater to a varied number of customers and different functions with a set menu/package.	
<b>ACTUAL FOOD DELIVERY:</b>	
1. Food served must not appear too oily, dry or soaked in its own fat.	
2. Hot food should be served hot, cold food should be served cold.	
3. Food arrangement should be attractive & garnished.	
<b>II. F&amp;B CONTRACT PRICE AND SCHEDULE OF PAYMENT</b>	
1. The total contract price for this Service Contract shall be Forty Million Pesos (PHP40,000,000.00), VAT Exclusive, Zero-Rated Transaction, for a period of Two (2) years or upon exhaustion of the contract price, whichever comes first (the "Contract Price")	
2. Payment shall be based on actual consumption and billing and shall be subjected to the appropriate withholding taxes.	
3. PAGCOR shall not be under any obligation to pay the Service Provider the entire amount of the Budget/Contract Price. Moreover, the aggregate billings under this Contract shall not exceed the total Contract Price.	
4. The Service Provider shall submit a VAT exclusive, zero-rated billing statement to CF- Winford's Accounting Office at Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue, Sta. Cruz, Manila on a weekly basis together with the corresponding coupons/invoices duly signed by a qualified guests or officers of PAGCOR and	



<p>countersigned by a duly authorized PAGCOR representative, if applicable. However, F&amp;B items/billings found unsatisfactory and/or not conformed to by PAGCOR shall not be paid. PAGCOR shall pay the billing statement within thirty (30) calendar days from its receipt of the billing statement provided that any additional, necessary and/or required supporting documents are submitted by the Service Provider and are verified by PAGCOR</p>	
<p>5. PAGCOR shall not be liable for any other costs except as provided for under this Contract.</p>	
<p><b>III. CONTRACT TERM</b></p>	
<p>1. This Contract shall commence from the date of receipt of the winning bidder of the Notice to Proceed for a period of Two (2) years or upon exhaustion of the contract price, whichever comes first.</p>	
<p>2. PAGCOR may terminate this Contract with or without cause, without need for judicial intervention, and without incurring any obligation whatsoever, upon thirty (30) days written notice to the Service Provider.</p>	
<p>3. Should the Service Provider incur delay in the performance of its obligations, the Service Provider shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the unperformed portion of the contract for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Service Contract. PAGCOR shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.</p>	
<p>4. In case the Service Provider still fails to deliver the Services after the lapse of thirty (30) days from the supposed date of implementation as provided for in this Contract, PAGCOR shall have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.</p>	
<p><b>IV. OTHER QUALIFICATIONS:</b></p>	
<p>1. The Service Provider shall be responsible for the following:</p> <ul style="list-style-type: none"> <li>a. Improvement on the dining area and space occupied by the Service Provider. All costs shall be for the account of the Service</li> </ul>	

	<p>Provider subject to the existing guidelines adopted and contract obligations complied by PAGCOR.</p> <p>b. Refurbishment of furniture and fixtures including lighting fixtures in the dining area shall be for the account of the Service Provider.</p> <p>c. Payment of Utility Charges. All electricity and water bills and other charges necessary and incidental to the operation of the Service Provider shall be for its account.</p>	
	<p>2. The Service Provider must submit a notarized Certification or Contract from the building owner stating that the bidder will be allowed to do business within the building where the casino is housed in the event that he will be awarded the procurement project.</p> <p>A notarized contract that is valid for the duration to the procurement project shall be submitted within ten (10) calendar days upon receipt of the Notice of Award (NOA).</p>	
	<p>3. The Service Provider must not use disposable plates, spoons forks, cups and glasses. However, these must be available upon the request of the customer/guest.</p>	
	<p>4. The minimum period of warranty of goods/items must not be less than three (3) months expiry date</p>	
	<p>5. The Service Provider must provide tablets for the establishment and utilize Restaurant order App/Menu Management App to facilitate a faster delivery of services to the customers, guests and players.</p>	
	<p>6. The Service Provider should provide Casino customers with purified bottled drinking water with their meals.</p>	
<p><b>ADDITIONAL GUIDELINES:</b></p>		
	<p>1. The Contractor should submit a copy of the Health and Safety Protocols and/or Guidelines that they will be implementing which shall be in accordance with the IATF Guidelines (i.e. Section 8, Food and Beverage (F&amp;B) Service; Section 9, Kitchen Sanitation and Disinfection and of Section 14, Supplier of Goods and Services per <u>Health and Safety Guidelines Governing the Operations of Accommodation Establishments under the New Normal</u>)</p>	

## ***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 FOOD AND BEVERAGES FOR CASINO  
CUSTOMER, PLAYERS AND GUESTS FOR TWO (2) YEARS FOR  
MALABON 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.:PB21-04-005WIN**; 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 **Twenty Million Pesos (PhP 20,000,000.00)**.

For this purpose, similar contracts shall refer to: ***Supply and Delivery of Food and Beverages.***

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 **Forty Million Pesos (PhP40,000,000.00)**.

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

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

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

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

### **OR;**

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

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



The amount of the committed line of credit is **Four Million Pesos (PhP4,000,000.00)**.

***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.

- (o) Notarized Certification or Contract from the building owner stating that the bidder will be allowed to do business within the building where the casino is housed in the event that he will be awarded the procurement project.

## **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 (2<sup>nd</sup>) Bid Envelope (Financial Component).



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

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## BID FORM

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

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

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

If our Bid is accepted, we undertake:

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

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

Name and address Amount and Purpose of agent Currency, Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None")]

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

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

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

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

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

Name:

---

Legal capacity:

---

Signature:

---

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

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

## SCHEDULE OF PRICES

Note:

1. Financial Bids are VAT Exclusive, Zero-Rated Transaction;
2. The bidder shall provide the bid price per serving not exceeding the Maximum Cost per Serving;
3. The Total Bid Price supplied will be the basis of determining the Lowest Calculated Bid (LCB); and
4. Payment shall be based on actual billing and consumption and shall not exceed the total contract price.

### Menu Sample for Concessionaire

Per Order (good for 1-2 persons)	Grams per Order	Maximum Cost per Serving	Bid Price (VAT Exclusive, Zero-Rated Transaction)
<b>Menu</b>			
<b><u>Pork Dishes</u></b>			
Sisig	200gms	PHP 300.00	
Patatim	300gms	PHP 350.00	
Pork Binagoongan	250gms	PHP 350.00	
Pata Sinigang	300gms	PHP 350.00	
Kare-Kare Pata	300gms	PHP 350.00	
Sizzling Porkchop	300gms	PHP 350.00	
Sweet & Sour Pork	250gms	PHP 350.00	
Pork Spareribs	300gms	PHP 350.00	
Pork Barbecue	50gms/stick	PHP 80.00	
Lechon Kawali	300gms	PHP 350.00	
Salt & Pepper Spareribs	300gms	PHP 350.00	
Pork Sinigang	250gms	PHP 350.00	
Lumpiang Shanghai	200gms	PHP 350.00	
Pork Hamonado	250gms	PHP 350.00	
Crispy Pata	800-900gms	PHP 600.00	
Sub Total – Pork Dishes			<b>PHP</b>
<b><u>Beef Dishes</u></b>			
Beef Kare-Kare	250gms	PHP 400.00	
Beef Callos	200gms	PHP 400.00	
Beef with Broccoli	200gms	PHP 400.00	
Beef Sinigang	300gms	PHP 400.00	
Beef Caldereta	250gms	PHP 400.00	
Beef Steak	250gms	PHP 400.00	
Beef Stroganoff	250gms	PHP 450.00	
Korean Barbecue	250gms	PHP 450.00	
Beef Teriyaki	250gms	PHP 450.00	
Beef Bulalo	300gms	PHP 400.00	

Beef Pares w/noodles or fried rice	250gms	PHP 400.00	
Beef Tenderloin Steak served w/mashed potato and side veggies	200gms	PHP 650.00	
Sub Total – Beef Dishes			PHP
<b><u>Chicken Dishes</u></b>			
Chicken Adobo	250gms	PHP 300.00	
Chicken Buffalo Wings	300gms	PHP 400.00	
Crispy Chicken (whole)	.8 - 1kg/piece	PHP 400.00	
Chicken Tinola	250gms	PHP 300.00	
Chicken Cordon Bleu	200gms	PHP 400.00	
Chicken in Mushroom	250gms	PHP 300.00	
Chicken Curry	250gms	PHP 300.00	
Lemon Chicken	250gms	PHP 400.00	
Buttered Chicken	250gms	PHP 400.00	
Chicken Teriyaki	250gms	PHP 400.00	
Chicken Barbecue	250gms	PHP 400.00	
Chicken Inato	250gms	PHP 400.00	
Chicken Ala King	250gms	PHP 400.00	
Chicken sa Gata	250gms	PHP 300.00	
Chicken Afritada	250gms	PHP 300.00	
Sub Total – Chicken Dishes			PHP
<b><u>Fish &amp; Seafoods</u></b>			
Fish Fillet with Sweet-Sour Sauce	250gms	PHP 400.00	
Tanigue Steak in Lemon Butter Sauce	300gms	PHP 400.00	
Camaron	220gms	PHP 500.00	
Adobong Pusit	220gms	PHP 500.00	
Bangus Belly AlaPobre	220gms	PHP 500.00	
Steamed Lapu-Lapu in Soy Sauce	400/500/600grams	PHP 550/650/750.00	
Fish Fillet with Tausi	220gms	PHP 400.00	
Calamares	220gms	PHP 500.00	
Sinigang na Tiyan ng Bangus	220gms	PHP 500.00	
Sinigang na Hipon	220gms	PHP 500.00	
Sinigang na Salmon Belly	220gms	PHP 400.00	
Mixed Seafood Curry	220gms	PHP 500.00	
Sizzling Pusit	220gms	PHP 500.00	
Sweet-Spicy Shrimp	220gms	PHP 500.00	
Fish Tempura	3pcs/5pcs/7pcs	PHP 400/500/600.00	
Shrimp Tempura	3pcs/5pcs/7pcs	PHP 550/650/750.00	

Daing Na Bangus	250-300gms	PHP 500.00	
Crusted Tilapia Fillet	250-300gms	PHP 500.00	
Sub Total – Fish and Seafoods			PHP
<b><u>Vegetable Dishes</u></b>			
Vegetable Kare-Kare	500-700gms	PHP 500.00	
Steamed Vegetables	500-700gms	PHP 400.00	
Pakbet with Bagnet	500-700gms	PHP 500.00	
Vegetable Tempura	500-700gms	PHP 500.00	
Chopsuey	500-700gms	PHP 500.00	
Ampalaya con Carne	500-700gms	PHP 500.00	
Sub Total – Vegetable Dishes			PHP
<b><u>Breakfast Menu</u></b>			
LongSiLog ***	200gms	PHP 300.00	
ToSiLog ***	200gms	PHP 300.00	
HotSiLog ***	2pieces jumbo	PHP 300.00	
Corned Beef with Rice ***	200gms	PHP 300.00	
Vegetable Omelet	200gms	PHP 200.00	
Daing na Bangus with Rice ***	200gms	PHP 350.00	
Chopped Pork and Ham with Egg ***	approx 150gms	PHP350.00	
Sub Total – Breakfast Menu			PHP
<b>***all breakfast served with 2pcs eggs</b>			
<b>***all served with garlic rice</b>			
<b><u>Noodles/Pasta</u></b>			
Pancit Bihon	200gms	PHP 350.00	
Lomi	150gms	PHP 200.00	
Pancit Canton	200gms	PHP 350.00	
Miki Bihon	200gms	PHP 350.00	
Sotanghon	200gms	PHP 350.00	
Chicken Mami	150gms	PHP 200.00	
Spaghetti with Meatballs	150gms	PHP 300.00	
Carbonara	150gms	PHP 300.00	
Congee w/egg	approx 1.5 cups	PHP 200.00	
Sub Total – Noodles/Pasta			PHP
<b>*All Noodles &amp; Pasta served with Butter</b>			
<b><u>Toast/sliced bread</u></b>			
<b><u>Sandwiches</u></b>			
	*meat/filling		
Butter Toast	4 slices bread & butter	PHP 100.00	
Corned Beef Sandwich	100gms	PHP 225.00	
Ham & Cheese Sandwich	100gms	PHP 200.00	
Ham & Egg Sandwich	100gms	PHP 200.00	
Hotdog Sandwich	100gms	PHP 225.00	



Tuna Melt Sandwich	100gms	PHP 200.00	
Chicken Sandwich	100gms	PHP 225.00	
Chopped Pork and Ham Sandwich	100gms	PHP 225.00	
Fish Fillet Sandwich	100gms	PHP 225.00	
Casino Clubhouse Sandwich	200gms	PHP 400.00	
Chicken Frank Sandwich	100gms	PHP 225.00	
Cheese Burger Sandwich	100gms	PHP 225.00	
Chicken Fillet Sandwich	100gms	PHP 225.00	
Grilled Cheese Sandwich	4 slices bread & cheese	PHP 200.00	
Sub Total – Sandwiches			
<b>*All sandwiches = single serving except for Clubhouse Sandwich</b>			
<b>*All sandwiches served with potato chips</b>			
<b><u>Appetizers and Dimsums</u></b>			
Siopao (Asado/ Bola Bola)	2 medium size/1 jumbo	PHP 200.00	
Nachos/Tacos	100grms	PHP 200.00	
Tokwa't Baboy	2 pcs tokwa / 100 gms Pork	PHP 300.00	
Spicy Hotdog	2pcs jumbo hotdog	PHP 200.00	
Gyoza	6pcs/serving	PHP 150.00	
Siomai (beef, pork, japanese)	6pcs/serving	PHP 200.00	
Fried Wanton	12pcs /serving	PHP 300.00	
Sub Total – Appetizers and Dimsums			PHP
<b>Total Bid Price</b>			Amount in figures: P _____
* basis of determining the Lowest Calculated Bid (LCB)			Amount in words: _____ _____

Description	Cost (VAT Exclusive, Zero-Rated Transactions) [FOR ONE (1) YEAR]	Total Cost (VAT Exclusive, Zero-Rated Transactions) [FOR TWO (2) YEARS]
<b>(Please state Amount in Words and in Figures)</b>		
Supply and Delivery of Food and Beverages for Casino Customer, Players and Guests for two (2) years for Malabon Satellite	_____ _____ _____ _____ (PhP _____)	_____ _____ _____ _____ (PhP _____)
** represents the Contract Price which is in the amount of Forty Million Pesos (PhP40,000,000.00)		

## DRAFT SERVICE CONTRACT

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This SERVICE CONTRACT is entered into and executed by and between:

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR)**, a government owned and controlled corporation created and existing by virtue of Presidential Decree 1869, as amended, with office address at the PAGCOR Executive Office, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "**PAGCOR**";

-and-

\_\_\_\_\_ a corporation OR sole proprietorship duly organized and existing under the laws of the Republic of the Philippines OR duly registered with the Department of Trade and Industry (DTI) with DTI Reference No. \_\_\_\_\_, with office address at \_\_\_\_\_, represented in this act by its \_\_\_\_\_, \_\_\_\_\_, duly authorized for this purpose by a (Secretary's Certificate / Special Power of Attorney) dated \_\_\_\_\_, hereto attached as Annex "A", hereinafter referred to as the "**CONTRACTOR**".

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

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

### RECITALS:

**WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Food and Beverages for Casino Customer, Players and Guests for two (2) years for Malabon Satellite under ITB No.: PB21-04-005WIN(hereinafter referred to as "the Services");**

**WHEREAS, PAGCOR** conducted public bidding in accordance with Republic Act (RA) 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (IRR) on \_\_\_\_\_ for the procurement of the Services;

**WHEREAS,** the **CONTRACTOR** has submitted the Single/Lowest 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 and in consideration of the foregoing premises, the parties agree as follows:

**ARTICLE I**  
**SCOPE OF UNDERTAKING**

The **CONTRACTOR** undertakes to provide the Services, in accordance with the following technical specifications:

<b>Supply and Delivery of Food and Beverages for Casino Customer, Players and Guests for two (2) years for Malabon Satellite</b>	
QTY.	Description
<b>One (1) Lot</b>	<p>The Service Provider undertakes to provide the Services, specifically, the provision of food and beverages and the incidental services for sanitation and cleaning, including all the necessary labor, materials, supplies and equipment, to PAGCOR customers, players and guests at Casino Filipino Winford - Malabon Satellite, in accordance with the following technical specifications and menu as per Schedule of Prices</p> <ol style="list-style-type: none"> <li>1. The menu price shall be VAT-Exclusive and zero-rated and shall already include all applicable fees and charges</li> <li>2. The Service Provider shall not amend the menu without the prior written consent of PAGCOR. The prices herein agreed shall not be subject to any increase or upward adjustment for any reason cause whatsoever for the duration of the Contract.</li> <li>3. The Service Provider shall be responsible for the cleanliness and the sanitation of the F&amp;B area</li> <li>4. The Service Provider shall have sufficient manpower to provide the Services and shall own, legally possess and/or have access to all the necessary kitchen and restaurant supplies, utensils, equipment necessary for the delivery of the Service, such as, but not limited to:               <ol style="list-style-type: none"> <li>a. Spoons, forks, knives and chopping boards;</li> <li>b. Plates, glasses, cups and saucers;</li> <li>c. Various cook wares;</li> <li>d. Various tablecloths and napkins;</li> <li>e. Stoves, ovens, microwave oven, grills; and</li> </ol> </li> </ol>

	<p>f. Spices and clean containers for the different food ingredients</p> <p>5. The Service Provider shall have good title to the items/goods/services being offered and full authority to sell and transfer the same and that the items/goods/services are sold free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.</p> <p>6. The Service Provider's utensils shall be sterilized, kept clean and dried properly.</p> <p>7. The Service Provider shall provide the Services twenty-four (24) hours a day, seven (7) days a week or in accordance with the operations of CF Winford-Malabon Satellite.</p> <p>8. The goods and services provided by the Service Provider shall comply with PAGCOR's standards and shall always take into consideration the special preferences of PAGCOR, its customers/clientele and /or guests.</p> <p>9. The Service Provider shall ensure that its personnel are always well mannered, courteous, polite, efficient and shall conduct themselves, at all times, in a professional manner towards PAGCOR, its directors, officers, agents, customers and guests.</p> <p>10. The Service Provider's personnel shall secure from the responsible government agency a health/sanitary permit/clearance. The Service Provider shall not field any of its personnel without the requisite government health/sanitary permit/clearance.</p> <p>11. The Service Provider shall ensure that its personnel exercise good personal hygiene, particularly, but not limited to:</p> <ul style="list-style-type: none"> <li>a. Regular and proper hand washing;</li> <li>b. Clean and well trimmed fingernails without nail polish;</li> <li>c. Hair should be neat and tidy; and</li> <li>d. Open wounds should be properly dressed</li> </ul> <p>12. The Service Provider's personnel shall, at all times, wear their prescribed uniform including, but not limited to, aprons, headdress/hair caps/hairnet and gloves, which shall be provided by the Service Provider.</p> <p>13. PAGCOR may require the replacement of any of the Service Provider's personnel who is not performing his/her duties responsibilities to PAGCOR's satisfaction. The Service Provider shall not unilaterally pull out any of its personnel without the conformity of PAGCOR.</p> <p>14. In the event that the Service Provider 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.</p> <p>15. This Service Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.</p> <p>16. In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, as determined by PAGCOR, the Parties hereto agree to immediately to re-negotiate its terms and conditions, or at the option of PAGCOR, terminate the same.</p>
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<p>17. The 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 understandings of the parties. No supplement, variation or amendment to this Service Contract shall be binding unless executed in writing by all parties thereto.</p>
<p><b>QUALIFICATIONS OF THE SERVICE PROVIDER</b></p>
<p>1. The Service Provider should be located within Malabon Satellite but outside of PAGCOR leased area. No rental shall be charged by PAGCOR.</p>
<p>2. The Service Provider must have at least three (3) years experience in the restaurant industry.</p>
<p>3. The Service Provider should be able to serve cuisine to cater to different types of nationalities &amp; food preferences.</p>
<p>4. The personnel of the Service Provider shall observe the practice of “clean as you go” policy.</p>
<p>5. The Service Provider shall exercise prompt delivery of service when order is placed.</p>
<p><b>FOOD HANDLING:</b></p>
<p>1. Usage of gloves by kitchen personnel must be observed at all times (gloves for dry/raw food must not be used to serve wet/cooked food).</p>
<p>2. Salads that are prepared in advance must be properly stored &amp; transported in cold temperature.</p>
<p>3. Heating of food must be available upon the request.</p>
<p>4. Chopping boards must not be used interchangeably for raw and cooked foods.</p>
<p>5. Wooden chopping boards should not be used.</p>
<p>6. If food will be cooked in a different location, the Service Provider must transport food that is tightly covered at least thirty (30) minutes before the service.</p>
<p>7. The Service Provider should provide international cuisine (like American, Chinese, Korean) to cater the different nationalities and food preferences of the customers, guests, and patrons of the Casino.</p>
<p><b>MENU:</b></p>
<p>1. The menu should include viands using the different methods of cooking (grilled, fried, and steamed).</p>
<p>2. Color combinations &amp; Food presentation must be observed.</p>
<p>3. The Service Provider should be able to cater to a varied number of customers and different functions with a set menu/package.</p>
<p><b>ACTUAL FOOD DELIVERY:</b></p>
<p>1. Food served must not appear too oily, dry or soaked in its own fat.</p>
<p>2. Hot food should be served hot, cold food should be served cold.</p>

3. Food arrangement should be attractive & garnished.
<b>II. F&amp;B CONTRACT PRICE AND SCHEDULE OF PAYMENT</b>
1. The total contract price for this Service Contract shall be Forty Million Pesos (PHP40,000,000.00), VAT Exclusive, Zero-Rated Transaction, for a period of Two (2) years or upon exhaustion of the contract price, whichever comes first (the "Contract Price")
2. Payment shall be based on actual consumption and billing and shall be subjected to the appropriate withholding taxes.
3. PAGCOR shall not be under any obligation to pay the Service Provider the entire amount of the Budget/Contract Price. Moreover, the aggregate billings under this Contract shall not exceed the total Contract Price.
4. The Service Provider shall submit a VAT exclusive, zero-rated billing statement to CF- Winford's Accounting Office at Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue, Sta. Cruz, Manila on a weekly basis together with the corresponding coupons/invoices duly signed by a qualified guests or officers of PAGCOR and countersigned by a duly authorized PAGCOR representative, if applicable. However F&B items/billings found unsatisfactory and/or not conformed to by PAGCOR shall not be paid. PAGCOR shall pay the billing statement within thirty (30) calendar days from its receipt of the billing statement provided that any additional, necessary and/or required supporting documents are submitted by the Service Provider and are verified by PAGCOR
5. PAGCOR shall not be liable for any other costs except as provided for under this Contract.
<b>III. CONTRACT TERM</b>
1. This Contract shall commence from the date of receipt of the winning bidder of the Notice to Proceed for a period of Two (2) years or upon exhaustion of the contract price, whichever comes first..
2. PAGCOR may terminate this Contract with or without cause, without need for judicial intervention, and without incurring any obligation whatsoever, upon thirty (30) days written notice to the Service Provider.
3. Should the Service Provider incur delay in the performance of its obligations, the Service Provider shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the unperformed portion of the contract for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Service Contract. PAGCOR shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.
4. In case the Service Provider still fails to deliver the Services after the lapse of thirty (30) days from the supposed date of implementation as provided for in this Contract, PAGCOR shall have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.
<b>IV. OTHER QUALIFICATIONS:</b>
1. The Service Provider shall be responsible for the following:

	<ol style="list-style-type: none"> <li>a. Improvement on the dining area and space occupied by the Service Provider. All costs shall be for the account of the Service Provider subject to the existing guidelines adopted and contract obligations complied by PAGCOR.</li> <li>b. Refurbishment of furniture and fixtures including lighting fixtures in the dining area shall be for the account of the Service Provider.</li> <li>c. Payment of Utility Charges. All electricity and water bills and other charges necessary and incidental to the operation of the Service Provider shall be for its account.</li> </ol>
	<p>2. The Service Provider must submit a notarized Certification or Contract from the building owner stating that the bidder will be allowed to do business within the building where the casino is housed in the event that he will be awarded the procurement project.</p> <p>A notarized contract that is valid for the duration to the procurement project shall be submitted within ten (10) calendar days upon receipt of the Notice of Award (NOA).</p>
	<p>3. The Service Provider must not use disposable plates, spoons forks, cups and glasses. However, these must be available upon the request of the customer/guest.</p>
	<p>4. The minimum period of warranty of goods/items must not be less than three (3) months expiry date</p>
	<p>5. The Service Provider must provide tablets for the establishment and utilize Restaurant order App/Menu Management App to facilitate a faster delivery of services to the customers, guests and players.</p>
	<p>6. The Service Provider should provide Casino customers with purified bottled drinking water with their meals.</p>
	<p><b>ADDITIONAL GUIDELINES:</b></p>
	<p>1. The Contractor should submit a copy of the Health and Safety Protocols and/or Guidelines that they will be implementing which shall be in accordance with the IATF Guidelines (i.e. Section 8, Food and Beverage (F&amp;B) Service; Section 9, Kitchen Sanitation and Disinfection and of Section 14, Supplier of Goods and Services per <u>Health and Safety Guidelines Governing the Operations of Accommodation Establishments under the New Normal</u>)</p>

**ARTICLE II**  
**CONTRACT AMOUNT**

The contract price for the Services shall be in the total amount of \_\_\_\_\_, VAT Exclusive, Zero Rated Transaction.

Both **PARTIES** agree that the total price stated herein includes all applicable taxes, fees and charges required by the Philippine government. The **CONTRACTOR** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

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

**ARTICLE III**  
**SCHEDULE OF PAYMENT**

**PAGCOR** shall pay the **CONTRACTOR** a monthly service fee of \_\_\_\_\_, VAT Exclusive, Zero Rated Transaction, within fifteen (15) calendar days after receipt of the **CONTRACTOR's** monthly billing statement. All payments made shall be net of applicable withholding taxes.

**ARTICLE IV**  
**PERFORMANCE SECURITY**

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

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



The Performance Security shall remain valid until issuance of the last/final certificate of Acceptance. The same may be released only after **PAGCOR's** conformity with the last / final Certificate of Performance submitted by the **CONTRACTOR** in accordance with Article I herein and provided that there are no claims filed against the **CONTRACTOR** or the surety company.

## **ARTICLE V** **CONTRACT TIME**

The Contract shall be for a period of three (3) years and shall commence within Sixty (60) calendar days from the date of receipt by the winning supplier of the Notice to Proceed. Within this period, **PAGCOR** may terminate this Contract with or without cause, without need for judicial intervention, upon thirty (30) days written notice to the **CONTRACTOR**.

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

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

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

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

## **ARTICLE VII** **INDEMNIFICATION**

The **CONTRACTOR** hereby holds **PAGCOR** its guests, corporate affiliates, directors, officers, employees and agents free and harmless of 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 the

Services. The **CONTRACTOR** shall indemnify **PAGCOR** for any costs which may arise from defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.

The **CONTRACTOR** agrees to protect and to exercise due care and proper handling of the properties of **PAGCOR** during the performance of the Services. The **CONTRACTOR** shall be jointly and severally liable with its personnel 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** and its personnel's acts, omissions, willful intent or negligence in the performance of the Services or its obligations under this Service Contract.

The **CONTRACTOR** shall be liable in case of theft, robbery, or any loss to **PAGCOR** as a result of the Services provided by the **CONTRACTOR** and its personnel. The **CONTRACTOR** hereby agrees to replace, repair or restitute any loss involving its personnel and the performance of its Services.

#### **ARTICLE VIII** **DAMAGES FOR DELAY**

Should the **CONTRACTOR** incur delay in delivery and/or replacement of plants in accordance with Article I hereof, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for every day of delay, including Sundays and Holidays, beyond the specific period.

In case the **CONTRACTOR** still fails to deliver and/or replace the plants after the lapse of thirty (30) days from the supposed date of delivery and/or replacement provided by **PAGCOR**, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate the agreement.

#### **ARTICLE IX** **DEFAULTS**

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

In the event of breach by either party, the **PARTIES** agree to amicably settle the same under the provisions of Article VI hereof prior to judicial action.

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

#### **ARTICLE X** **TAXES AND LICENSES**

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

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

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

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

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

#### **ARTICLE X** **MISCELLANEOUS**

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

5. The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract shall be construed to create a general partnership between the **PARTIES**, or to authorize any **PARTY** to bind the other except as set forth in this Contract, or to borrow money on behalf of another **PARTY**, or to use the credit of any **PARTY** for any purpose other than what has been set forth herein.
6. Any right or remedy conferred by this Contract upon the **PARTIES** shall not be exclusive of any other right or remedy, whether under this Contract or provided or permitted to the parties at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.
7. This Contract constitutes the entire agreement between the **PARTIES** pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding unless executed in writing by all **PARTIES** thereto.
8. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether similar or nor 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.

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

**PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION**  
TIN: 033-000-887-972

**SUPPLIER'S NAME**  
TIN: \_\_\_\_\_

Represented by:

Represented by:

\_\_\_\_\_

\_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in City of \_\_\_\_\_, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared:

**NAME**

**ID ISSUED AT/ON**

\_\_\_\_\_

\_\_\_\_\_

known to me and known to be the same person who execute the foregoing instrument consisting of \_\_\_\_\_ (\_\_) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

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

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in City of \_\_\_\_\_, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared:

**NAME**

**ID ISSUED AT/ON**

\_\_\_\_\_

\_\_\_\_\_

known to me and known to be the same person who execute the foregoing instrument consisting of \_\_\_\_\_ (\_\_) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

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

## Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

**person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. **Select one, delete the rest:**

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.



9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
  
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

\_\_\_\_\_  
 Bidder's Representative/Authorized  
 Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon with no. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission

\_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
 Roll of Attorneys No. \_\_\_\_\_  
 PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*  
 IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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

## Bank Guarantee Form for Advance Payment

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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

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## BID SECURING DECLARATION FORM

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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:**

**Forty Million Pesos (PhP40,000,000.00).**

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

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

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

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

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

## PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day  
of [month] [year] at [place of execution].



*[Insert NAME OF BIDDER'S AUTHORIZED  
REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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

# DIAGRAM FOR THE SEALING AND MARKING OF BIDS

