



**REQUEST FOR QUOTATION**

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| Date                                                                                                                                                                                                                                  | : | <b>October 7, 2021</b>                                                                                                                                                                                                                                                                        |
| Project Title                                                                                                                                                                                                                         | : | <b>Supply and Delivery of One (1) Year Food and Beverages (F&amp;B) for Casino Customers, Guests and Officers of Tagum Satellite</b>                                                                                                                                                          |
| ITB No.                                                                                                                                                                                                                               | : | <b>FB21-10-001DAV</b>                                                                                                                                                                                                                                                                         |
| Approved Budget for the Contract (ABC)                                                                                                                                                                                                | : | <b>The ABC for the project is in the amount of One Million Fifty Thousand Pesos (PhP 1,050,000.00), VAT Exclusive, Zero-Rated Transaction.</b>                                                                                                                                                |
| Fee for the Sale of Request for Quotation (RFQ)                                                                                                                                                                                       | : | A complete set of the Request for Quotation (RFQ) may be acquired by interested Bidders upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of <b>Five Thousand Pesos (PhP5,000.00)</b> .                       |
| Schedule for Negotiations                                                                                                                                                                                                             | : | <b>October 13, 2021 (Wednesday), 1:00 P.M.</b><br>Video Conference using Zoom Application<br><br>(You may send the request for the provision of the Zoom Meeting credentials thru email at <a href="mailto:DAVillalobos@pagcor.ph">DAVillalobos@pagcor.ph</a> before the schedule of meeting) |
| Deadline for the Submission and Receipt of the Best Offer/s                                                                                                                                                                           | : | <b>October 21, 2021 (Thursday), 2:00 P.M. (Sealed Quotation)</b><br><br>Venue: Conference Room, 2 <sup>nd</sup> Floor Casino Filipino Davao, Lanang, Davao City.                                                                                                                              |
| Opening and Preliminary Examination of the Best Offer/s                                                                                                                                                                               | : | <b>October 21, 2021 (Thursday), 2:00 P.M. onwards (Sealed Quotation)</b><br><br>Venue: Conference Room, 2 <sup>nd</sup> Floor Casino Filipino Davao, Lanang, Davao City.                                                                                                                      |
| Please address and submit the envelope containing the accomplished RFQ form and required documents to the <b>Branch Bids and Awards Committee (BBAC) CF-Davao, Casino Filipino Davao, Lanang, Davao City.</b>                         |   |                                                                                                                                                                                                                                                                                               |
| The envelope shall bear the following information in capital letters:<br>1. Title and reference number of the project; and<br>2. Name, address and contact details (telephone/cellphone numbers and/or e-mail address) of the Bidder. |   |                                                                                                                                                                                                                                                                                               |

Sir / Madam:

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

For any inquiries or clarifications, please contact the PS at (082) 234-3998 local 162 and look for Procurement Officer I Dara Villalobos.

Thank you.

**SGD**  
**REGINA C. LEMANA**  
Chairperson  
BRANCH BIDS AND AWARDS COMMITTEE (BBAC)  
CASINO FILIPINO DAVAO

Dear Ms. Lemana:

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

**I. TECHNICAL SPECIFICATIONS**

| Item                     | Specification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification. |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|                          | Contract period: One (1) year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                          |
|                          | Location: Casino Filipino Tagum Satellite, Penny Lane Hotel and Casino, Apokon Rd., Tagum City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                          |
| <b>SCOPE OF SERVICES</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                          |
|                          | 1. The menu price shall be VAT-Exclusive and zero-rated and shall already include all applicable fees and charges.<br>14.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                          |
|                          | 2. The SERVICE PROVIDER/ SUPPLIER shall extend to PAGCOR a twenty percent (20%) discount for its Services.<br>14.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                          |
|                          | 3. The SERVICE PROVIDER/ SUPPLIER 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 or cause whatsoever for the duration of the Contract.                                                                                                                                                                                                                                                                                                                             |                                                                                                                          |
|                          | 4. The SERVICE PROVIDER/ SUPPLIER shall be responsible for the cleanliness and sanitation of the F&B area.<br>14.3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                          |
|                          | 5. The Service Provider/Supplier 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:<br>14.4.<br>i. Spoons, forks, knives and chopping boards;<br>ii. Plates, glasses, cups and saucers;<br>iii. Various cookwares;<br>iv. Various tablecloths and napkins;<br>v. Stoves, ovens, microwave ovens, and<br>vi. Spices and clean containers for the different food ingredients<br>14.5. |                                                                                                                          |

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| 6. The SERVICE PROVIDER/ SUPPLIER utensils shall be sterilized, kept clean and dried properly.                                                                                                                                                                                                                                                                                                                                                                                |  |
| 7. The SERVICE PROVIDER/ SUPPLIER shall provide the Services twenty four (24) hours a day, seven (7) days a week or in accordance with the operations of the casino satellite.                                                                                                                                                                                                                                                                                                |  |
| 8. The goods and services provided by the SERVICE PROVIDER/ SUPPLIER 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/ SUPPLIER 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.<br>14.6.                                                                                                                                                                                                 |  |
| 10. The SERVICE PROVIDER/ SUPPLIER personnel shall secure from the responsible government agency a health / sanitary permit / clearance and submit the same to PAGCOR. The CONTRACTOR shall not field any of its personnel without the requisite government health / sanitary permit / clearance.<br>14.7.                                                                                                                                                                    |  |
| 11. The SERVICE PROVIDER/ SUPPLIER shall ensure that its personnel exercise good personal hygiene, particularly, but not limited to:<br>14.8.<br><ul style="list-style-type: none"> <li>• Regular and proper hand washing;</li> <li>• Clean and well trimmed fingernails without nail polish;</li> <li>• Hair should be neat and tidy. All personnel shall wear a headdress / hair net; and</li> <li>• Personnel with wounds / sores shall not be allowed to work.</li> </ul> |  |
| 12. The SERVICE PROVIDER/ SUPPLIER personnel shall, at all times, wear their prescribed uniform including, but not limited to, aprons, headdress / haircaps / hairnet and gloves, which shall be provided by the CONTRACTOR.<br>14.9.                                                                                                                                                                                                                                         |  |
| 13. PAGCOR may require the replacement of any of the CONTRACTOR's personnel who is not performing his/her duties and responsibilities to PAGCOR's satisfaction. The CONTRACTOR shall not unilaterally pull out any of its personnel without the conformity of PAGCOR.<br>14.10.                                                                                                                                                                                               |  |
| <b>QUALIFICATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |

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| 1) The establishment should be located within Building Premises but outside of PAGCOR leased areas.                                                                                                                                                                                                                                                                                                          |  |
| 2) The Service Provider/Supplier should have proven track record in the restaurant industry for at least two (2) years                                                                                                                                                                                                                                                                                       |  |
| 3) The Service Provider/Supplier shall accommodate requests for meals for PAGCOR's special events or meeting held within and beyond Concessionaire's operating hours.                                                                                                                                                                                                                                        |  |
| 4) The restaurant of the service provider/supplier should be able to serve various local/native and international cuisines to cater to different types of nationalities and food preferences.                                                                                                                                                                                                                |  |
| 5) The Service Provider shall promptly serve / comply all food orders within 15 minutes upon placing of order;                                                                                                                                                                                                                                                                                               |  |
| 6) The Service Provider / Supplier shall provide the goods/services duly approved by PAGCOR or as stated in the bidding documents and Service Contract.                                                                                                                                                                                                                                                      |  |
| 7) Provide a credit facility for all officials/authorized PAGCOR F&B Services up to PhP300,000 payable within 30 working days from the date of order.                                                                                                                                                                                                                                                        |  |
| <b>FOOD HANDLING</b>                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 1) Maintain the cleanliness and sanitation of their respective premise, equipment and utensils, most especially on all related permits for the establishment and its manpower component.                                                                                                                                                                                                                     |  |
| 2) Ensure that the quality of food, either raw or processed, complies with all sanitation standards.                                                                                                                                                                                                                                                                                                         |  |
| 3) Ensure utmost cleanliness and proper hygiene in the preparation, handling and serving of food.                                                                                                                                                                                                                                                                                                            |  |
| 4) Spoiled food must be replaced immediately by the Service Provider.                                                                                                                                                                                                                                                                                                                                        |  |
| 5) For security reasons, fork, knife and other similar utensils must not be served in the gaming / slot machine area.                                                                                                                                                                                                                                                                                        |  |
| 6) Meals for dinner/lunch/breakfast must not be served in the gaming/slot machine area. A suitable location for dining (with tables and chairs) shall be designated for this purpose.                                                                                                                                                                                                                        |  |
| 7) Provide the basic requirements and other supplies necessary for on-site F&B services such as, but not limited to: <ul style="list-style-type: none"> <li>a. Manpower complement</li> <li>b. Cooking equipment</li> <li>c. Cooking utensils</li> <li>d. Liquefied Petroleum Gas or equivalent</li> <li>e. Movable serving racks</li> <li>f. Serving trays</li> <li>g. Food warmer, coffee maker</li> </ul> |  |

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| h. Utensil steamer<br>i. Chafing Dish                                                                                                                                                                                                                                                                                               |  |
| e) Ensure that all personnel under the employ of the Concessionaire must wear the following:<br><input checked="" type="checkbox"/> Identification Card issued by PAGCOR<br><input checked="" type="checkbox"/> Proper uniform at all times<br><input checked="" type="checkbox"/> Appropriate footwear (e.g. closed leather shoes) |  |
| <b>SPECIAL FOOD REQUIREMENTS (MENU CYCLE)</b>                                                                                                                                                                                                                                                                                       |  |
| 1. The meals and/or beverages being offered by the Service Provider/Supplier to the customers/guests and contained in the menu should be mutually agreed upon by PAGCOR and the Service Provider/Supplier.                                                                                                                          |  |
| 2. All goods /services to be offered must be of highest quality and in accordance with PAGCOR's standards, taking into consideration further the standards and preferences of PAGCOR's customers/clientele and/or guests.                                                                                                           |  |
| 3. The menu should consist of varied selections from vegetables, fruits, pork, beef, chicken, fish and seafood.                                                                                                                                                                                                                     |  |
| 4. The menu should also include various desserts like fresh fruits and salads.                                                                                                                                                                                                                                                      |  |
| 5. The menu should include various hot and/or cold beverages whether in glass, bottle or in cans, such as, sodas, juice drinks, wines and/or mineral water.                                                                                                                                                                         |  |
| 6. The menu should offer meals prepared in different flavors and methods of cooking, e.g. broiled, steamed, baked, grilled, sautéed and/or fried.                                                                                                                                                                                   |  |
| <b>ACTUAL FOOD DELIVERY</b>                                                                                                                                                                                                                                                                                                         |  |
| 1. Hot food should be served hot and cold food should be served cold.                                                                                                                                                                                                                                                               |  |
| 2. Avoid food contamination and/or food poisoning.                                                                                                                                                                                                                                                                                  |  |
| 3. Food arrangement should be attractive and garnished.                                                                                                                                                                                                                                                                             |  |
| 4. Texture and consistency should be observed accordingly.                                                                                                                                                                                                                                                                          |  |
| <b>ADDITIONAL REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                      |  |
| Bidder must submit a Latest Menu with Price List                                                                                                                                                                                                                                                                                    |  |
| Payment shall be based on actual billing and consumption and shall not exceed the total contract price.                                                                                                                                                                                                                             |  |
| The unit cost per meal shall be based on the unit cost reflected in the menu/price list as mutually agreed upon by both parties. Service Provider/Supplier should attach the latest menu/price list as part of the submittal.                                                                                                       |  |

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| Winning bidder shall be subject for ocular inspection of the restaurant. |  |
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**II. FINANCIAL QUOTATION**

| QTY         | Technical Description                                                                                                     | BEST OFFER/QUOTATION                                                      |
|-------------|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
|             |                                                                                                                           | VAT Exclusive, Zero-Rated Transaction                                     |
| One (1) Lot | Supply and Delivery of One (1) Year Food and Beverages (F&B) for Casino Customers, Guests and Officers of Tagum Satellite | PhP _____<br>_____<br>_____<br>(Please state amount in words and figures) |

**NOTES:** Price quotation (unit and total prices) shall be rounded off up to two (2) decimal places.

**VALIDITY OF OFFER:** Ninety (90) calendar days from the date of Submission, Receipt, Opening and Preliminary Examination of Best Offer/Quotation

**III. ADDITIONAL REQUIREMENTS:**

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

- Bidders shall submit a valid 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:

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

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification

requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184.

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

Provided that the bidder/s having the Lowest Calculated Quotation (LCQ)/Single Calculated Quotation (SCQ) 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 LCQ/SCQ during the post-qualification process.

**OR;**

In lieu of the PhilGEPS Certificate of Registration and Platinum Membership, bidders shall submit all of the valid and/or updated Class "A" Eligibility Documents; Provided that the bidder having the LCQ/SCQ 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 LCQ/SCQ during the post-qualification process.

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

The Omnibus Sworn Statement shall be supported by an attached document showing proof of authorization, e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney (SPA) in case of sole proprietorships for situations where the signatory is not the sole proprietor/owner; and

3. Latest Menu with Price List.

**ADDITIONAL NOTES:**

1. Bidders shall provide correct and accurate information required in this form.
2. Offers/quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.
3. The prices quoted are to be paid in Philippine Currency.
4. All prices quoted are INCLUSIVE of all applicable duties, government permits, fees, and other charges relative to the acquisition and delivery of items to PAGCOR, but should be VAT-Exclusive, Zero-Rated.
5. For the purpose of standardization of offer/quotations, this RFQ Form will prevail over all kinds and forms of offer/quotation. In case of price discrepancy over the amounts in words and in figures, the amount in words will prevail.

6. Please be reminded that alternative best offers/quotations/proposals shall not be allowed. Alternative best offers/quotations/proposals are defined as an offer by the prospective supplier in addition or as a substitute to its original quotation. A quotation/best offer with options is also considered as alternative quotation.
7. Award of contract shall be made to the supplier, contractor or consultant determined to have the Single or Lowest Calculated and Responsive Quotation (for goods and infrastructure projects) or Single or Highest Rated and Responsive Proposal (for consulting services).
8. Any interlineations, erasures or overwriting shall be valid only if they are signed or initiated by you or any of your duly authorized representative/s.
9. PAGCOR shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
10. To guarantee the faithful performance of the winning bidder's obligations, it shall post a Performance Security prior to the signing of the contract, in accordance with any of the following schedule:

| <b>Form of Security</b>                                                                                                                                                                                                          | <b>Amount in Percentage of Total Contract Price</b>                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Cash or cashier's/manager's check issued by a Universal or Commercial Bank;                                                                                                                                                      | Five Percent (5%)                                                                             |
| Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or |                                                                                               |
| Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security specific for the contract awarded.                                       | Thirty Percent (30%)                                                                          |
| Performance Securing Declaration                                                                                                                                                                                                 | Using the Government Procurement Policy Board (GPPB) Prescribed Format duly attached herewith |

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

11. The winning supplier agrees to pay a penalty of at least equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay, including non-working days (i.e. Saturday and Sunday), legal holidays or special non-working holidays. PAGCOR shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
12. In order to assure that patent or latent defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period one (1) year for



non-expendable supplies or three (3) months for expendable supplies. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price. The said amounts shall only be released after the lapse of the warranty period; provided, however, that the Supplies/Equipment delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

13. Other terms and conditions relative to the project are provided in the attached Purchase/Service Contract.

#### **PROCEDURES:**

1. Prospective bidders may download the Request for Quotations (RFQ) free of charge from the following websites: PAGCOR website ([www.pagcor.ph](http://www.pagcor.ph)) and PhilGEPS website ([www.philgeps.gov.ph](http://www.philgeps.gov.ph)) and may be allowed to submit their best offers/quotations provided that bidders shall pay the fee for the RFQ not later than the deadline for the Submission and Receipt of the Best Offers/Quotations.
2. Bidders, except those who have previously participated in the last two (2) failed biddings, are required to pay the applicable fee for the sale of RFQ not later than the deadline for the Submission and Receipt of the Best Offers/Quotation. A copy of the PAGCOR Official Receipt shall be presented as proof of payment.
3. The RFQ must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
4. Any requirements, guidelines, documents, clarifications, or other information relative to the negotiations that are communicated by the BAC to a supplier, contractor, or consultant shall be communicated on an equal basis to all other suppliers, contractors, or consultants engaging in negotiations with the BAC relative to the procurement.
5. The prospective bidders shall be given equal time and opportunity to negotiate and discuss the technical and financial requirements of the project to be able to submit a responsive quotation or proposal.
6. Technical Specifications/Scope of Work and additional Terms and Conditions of the program/project/activity shall be fully discussed during Negotiations. In case there are changes in the requirements and/or technical specifications made after the consultations/negotiations, these shall be communicated on an equal basis.
7. Bidders should be responsible for securing copies of the Supplemental/Bid Bulletins at the websites of PAGCOR and the PhilGEPS.
8. Copies of the Supplemental Bid Bulletins are also sent either through fax or electronic mail to all prospective bidders who purchased the RFQ.
9. Following completion of the negotiations, the BAC shall request all suppliers, contractors, or consultants in the proceedings to submit, on a specified date, time and venue, a best offer based on the final technical and financial requirements.

10. In all cases the best offer should be VAT Exclusive, Zero-Rated Transaction and not exceed the ABC.
11. During the Submission, Receipt, Opening and Preliminary Examination of the Best Offer/s or Proposal/s, the BAC shall check the submitted best offer/s and other required documents using a non-discretionary pass/fail criteria. The BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, offer/s or proposal/s that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the best offer as “Passed”.
12. All qualified bidders shall undergo detailed bid evaluation to check the completeness of their best offers/quotations/proposals and consider computational errors. During detailed evaluation of the best offer, PAGCOR shall identify the bidder having the Lowest or Single Calculated Quotation/Best Offer (for goods or infrastructure projects) or Highest or Single Rated Proposal (for consulting services).
13. PAGCOR shall select the successful offer on the basis of the best offer/s submitted by the bidder having the Lowest or Single Calculated Quotation/Best Offer (for goods or infrastructure projects) or Highest or Single Rated Proposal (for consulting services) which complies with PAGCOR’s requirements.
14. The BAC shall recommend award of contract to the Head of the Procuring Entity (HOPE) or its duly authorized representative in favor of the supplier, contractor or consultant determined to have the Single or Lowest Calculated and Responsive Quotation (for goods or infrastructure projects) or Single or Highest Rated and Responsive Proposal (for consulting services) at the bidders calculated financial best offer or submitted financial best offer, whichever is lower.
15. In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the BAC shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is “DRAW LOTS,” in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated and Responsive Offer/Quotation (for goods and infrastructure projects) or Highest Rated and Responsive Proposal (for consulting services) to determine the final bidder having the Lowest Calculated and Responsive Offer/Quotation (for goods and infrastructure projects) or Highest Rated and Responsive Proposal (for consulting services), based on the following procedures:
  - a) In alphabetical order, the bidders shall pick one rolled paper.
  - b) The lucky bidder who would pick the paper with a “CONGRATULATIONS” remark shall be declared as the winning bidder having the LCRB and recommended for award of the contract.
16. PAGCOR reserves the right to accept or reject any offer/quotation, and to annul the procurement process and reject all offers/quotations at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

**BIDDER'S COMMITMENT:**

We hereby agree and bind ourselves to the terms and conditions herein specified, to the manner of procurement and evaluation set up by the Bids and Awards Committee (BAC), to the provisions of the Purchase/Service Contract and to the rules and regulations of the Government and PAGCOR.

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

Very truly yours,

\_\_\_\_\_  
Signature over Printed Name

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Represented

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

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