

**SUPPLY AND DELIVERY OF  
FOOD AND BEVERAGES (F&B)  
FOR CASINO CUSTOMERS,  
GUESTS AND OFFICERS OF  
CF-DAVAO MAIN FOR A  
PERIOD OF THREE (3) YEARS  
UNDER ITB NO.  
CB23-00-002DAV**

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

**Sixth Edition  
December 28, 2022**

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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** – BangkoSentral 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 THE SUPPLY AND DELIVERY OF FOOD AND BEVERAGES (F&B) FOR CASINO CUSTOMERS, GUESTS AND OFFICERS OF CF-DAVAO MAIN FOR A PERIOD OF THREE (3) YEARS UNDER ITB NO. CB23-00-002DAV**

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1. The Philippine Amusement and Gaming Corporation (PAGCOR), through the PAGCOR's Corporate Budget for CY **2023** intends to apply the sum of **Sixty-Six Million Two Hundred Twelve Thousand Five Hundred Ninety-Seven Pesos and 22/100 (PhP 66,212,597.22)**, VAT Exclusive, Zero-Rated Transaction, being the total ABC to payments under the contract for the **Supply and Delivery of Food and Beverages (F&B) for Casino Customers, Guests and Officers of CF-Davao Main for a period of Three (3) Years under ITB No. CB23-00-002DAV.**

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. **The contract shall be in force for a period of three (3) years and shall commence from the date of receipt by the winning bidder of the Notice to Proceed (NTP).** 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, Basement Area, Casino Filipino Davao, Lanang, Davao City from Mondays to Fridays**, during office hours of PAGCOR from **8:00 a.m. to 5:00 p.m**
5. A complete set of Bidding Documents may be acquired by interested Bidders starting on **December 28, 2022 (Wednesday)** until **January 17, 2023 (Tuesday)** from the given address and website below upon payment of **Fifty Thousand Pesos (PhP 50,000.00)** 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 PD, or a copy of this Invitation to Bid (ITB) to **Finance Section, located at Second (2<sup>nd</sup>) Floor, Casino Filipino Davao, Lanang, Davao City.**

6. The PAGCOR will hold a **Pre-Bid Conference on January 5, 2023 (Thursday), 2:00p.m. at Office of the SBAM, 2<sup>nd</sup> Floor CF-Davao, Lanang, Davao City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission on or before **January 17, 2023 (Tuesday), 2:00p.m. at the Procurement Office, Basement Area, Casino Filipino Davao, Lanang, Davao City.** 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 **January 17, 2023 (Tuesday), 2:00p.m.** onwards at the **Office of the SBAM, 2<sup>nd</sup> Floor CF-Davao, Lanang, Davao City.** 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 only accept bids from those that have paid the applicable fee for the Bidding Documents.

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

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.
  - b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
11. The PAGCOR reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.



12. For further information, please refer to:

**DARA AUREA A. VILLALOBOS**

Procurement Officer I

Casino Filipino – Davao, Procurement Office, Davao City

Tel Nos.: (082) 234-9398 to 99 loc. 162.

[www.pagcor.ph](http://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: December 28, 2022:

**SGD**

**REGINA C. LEMANA**

Chairperson

BRANCH BIDS AND AWARDS COMMITTEE (BBAC)

CASINO FILIPINO - DAVAO

DAV122122

## ***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 (F&B) for Casino Customers, Guests and Officers of CF-Davao Main for a Period of Three (3) Years under ITB No. CB23-00-002DAV** with a total Approved Budget for the Contract in the amount of **Sixty-Six Million Two Hundred Twelve Thousand Five Hundred Ninety-Seven Pesos and 22/100 (PhP 66,212,597.22)**, VAT Exclusive, Zero-Rated Transaction.

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

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of **Sixty-Six Million Two Hundred Twelve Thousand Five Hundred Ninety-Seven Pesos and 22/100 (PhP 66,212,597.22)**, VAT Exclusive, Zero-Rated Transaction.

2.2. The source of funding is the Corporate Operating Budget – PAGCOR's Corporate Budget for CY 2023.

### **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 in the amount of Thirty-Three Million One Hundred Six Thousand Two Hundred Ninety-Eight Pesos and 61/100 (PhP 33,106,298.61)**.
- 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 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 at its physical address 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 (1) having one (1) item which shall be awarded as one (1) 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/Single 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, <b>contracts similar to the Project</b> shall be: <ul style="list-style-type: none"> <li>a. Food and Beverages (F&amp;B).</li> <li>b. Completed within <b>three (3) years</b> 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 <b>Project at the delivery site Casino Filipino Davao, Lanang, Davao 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: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">LOT</th> <th style="width: 45%;">a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;  b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank  [at least Two Percent (2%) of the ABC]</th> <th style="width: 30%;">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  [at least Five Percent (5%) of the ABC]</th> <th style="width: 20%;">Bid Securing Declaration as provided in Section IX hereof (Bidding Forms)  [No percentage required]</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">PhP 1,324,251.94</td> <td style="text-align: center;">PhP 3,310,629.86</td> <td>No amount required.  Template is provided under Section IX (Bidding Forms) of this Bidding Documents</td> </tr> </tbody> </table>			LOT	a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;  b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank  [at least Two Percent (2%) of the ABC]	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  [at least Five Percent (5%) of the ABC]	Bid Securing Declaration as provided in Section IX hereof (Bidding Forms)  [No percentage required]	1	PhP 1,324,251.94	PhP 3,310,629.86	No amount required.  Template is provided under Section IX (Bidding Forms) of this Bidding Documents
LOT	a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;  b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank  [at least Two Percent (2%) of the ABC]	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  [at least Five Percent (5%) of the ABC]	Bid Securing Declaration as provided in Section IX hereof (Bidding Forms)  [No percentage required]								
1	PhP 1,324,251.94	PhP 3,310,629.86	No amount required.  Template is provided under Section IX (Bidding Forms) of this Bidding Documents								
19.3	Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.  In all cases, the NFCC computation, if applicable, must be sufficient to the ABC or contract to be awarded to the Bidder.										

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. 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>a. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and</li> <li>b. 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> <ol style="list-style-type: none"> <li>2. 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 (Each partner of the joint venture, if Applicable);</li> <li>3. 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 (Each partner of the joint venture, if Applicable).</li> </ol> <p style="text-align: center;">OR</p> <p>Recently expired Mayor’s/Business Permits 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 (Each partner of the joint venture, if Applicable);</p> <ol style="list-style-type: none"> <li>4. 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) (Each partner of the joint venture, if Applicable);</li> <li>5. 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 (Each partner of the joint venture, if Applicable);</li> </ol>
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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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**

- 5.1. 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.
- 5.2. 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 within the Philippines:</i></b></p> <p>The delivery terms applicable to this Contract are delivered at the <b>Casino Filipino Davao, Lanang, Davao City</b>. 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>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 is: <b>Mr. Francisco V. Villanueva, Senior Customer Relations Officer, CRS, Tel No. 234-3997 to 98 local 106.</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> <ol style="list-style-type: none"> <li>a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> <li>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.</li> </ol>

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

**Spare Parts –**

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

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

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

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

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

**Packaging –**

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

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

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

Name of the Procuring Entity

	<p>Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p> <p>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.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>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.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</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>
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2.2	<p>The terms of payment shall be as follows:</p> <p>The CONTRACTOR shall submit a VAT exclusive and zero rated billing statement to PAGCOR Casino Filipino Davao on a weekly basis together with all checks signed by the approving authority/authorized signatories of the casino. 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 CONTRACTOR and are verified by PAGCOR.</p>
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 <b>Customer Relations Section (CRS)</b> and/or other offices/body authorized by the PAGCOR.</p> <p>The inspections and tests that will be conducted include, but not limited to inspection for the completeness of the requirements in accordance with the required quantity of the procurement requirement and compliance to all parameters of the Technical Specifications/Scope of Work/Terms of Reference at the project site.</p> <p>The goods shall be accepted only by the end user after passing the inspection and acceptance.</p> <p>Non-compliance and/or any identified defects with any parameters of the Technical Specifications and/or delay in the completion or delivery of the requirements based on the provisions of the Schedule of Requirements shall be reported to PAGCOR for appropriate penalties and/or sanctions.</p>

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

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

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply and Delivery of Food and Beverages (F&B) for Casino Customers, Guests and Officers of CF-Davao Main for a period of Three (3) Years	1 Lot	1 Lot	Within a period of <b>three (3) years</b> commencing from the date of receipt by the winning contractor of the Notice to Proceed.

**CONFORME:**

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

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

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

## **Section VII. Technical Specification**

Item	Specification	Statement of Compliance
		<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. <b>Bidders should likewise indicate the “BRAND” to be offered, if item to be offered is branded. Otherwise, indicate “UNBRANDED / GENERIC”.</b> Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of <b>ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</b></p>
Supply and Delivery of Food and Beverages (F&B) for Casino Customers, Guests and Officers of Cf-Davao Main for a period of Three (3) Years		
<b><u>Brief Description</u></b>		<b>Statement of Compliance</b>
<b>Contract Duration:</b> For period of three (3) years or until the contract amount has already been depleted or consumed, whichever comes first.		
<b>Location:</b> Casino Filipino – Davao, km7 Lanang, Davao 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.		
2. The SERVICE PROVIDER shall extend to PAGCOR a twenty percent (20%) discount for its Services.		
3. 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 or cause whatsoever for the duration of the Contract.		
4. The SERVICE PROVIDER shall be responsible for the cleanliness and sanitation of the F&B area.		
5. The Service Provider shall have sufficient manpower to provide the Services and shall own, legally possess and/or have access to all		



<p>the necessary kitchen and restaurant supplies, utensils, equipment necessary for the delivery of the Service, such as, but not limited to:</p> <ol style="list-style-type: none"> <li>i. Spoons, forks, knives and chopping boards;</li> <li>ii. Plates, glasses, cups and saucers;</li> <li>iii. Various cookwares;</li> <li>iv. Various tablecloths and napkins;</li> <li>v. Stoves, ovens, microwave ovens, and</li> <li>vi. Spices and clean containers for the different food ingredients</li> </ol>	
6. The SERVICE PROVIDER 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 Casino Filipino Davao.	
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 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.	
<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>• 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 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.	
13. PAGCOR may require the replacement of any of the SERVICE PROVIDER 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.	
<b>QUALIFICATIONS</b>	
1) The Service Provider should have proven track record in the restaurant industry for at least five (5) years;	
2) The service provider should be able to serve various local/native and international cuisines (Filipino, American, Chinese, Japanese and Italian cuisine), to cater to different types of	

nationalities and food preferences including options for healthy meals and beverages.	
3) The Service Provider shall promptly serve / comply all food orders within 15 minutes upon placing of order;	
4) The Service Provider shall provide the food and beverage (F&B) duly approved by PAGCOR or as stated in the Service Contract.	
<b>FOOD HANDLING</b>	
a) Maintain the cleanliness and sanitation of their respective premises, equipment and utensils, most especially on all related permits for the establishment and its manpower component.	
b) Ensure that the quality of food, either raw or processed, complies with all sanitation standards.	
c) Ensure utmost cleanliness and proper hygiene in the preparation, handling and serving of food.	
d) Spoiled food must be replaced immediately by the Service Provider.	
e) For security reasons, fork, knife and other similar utensils must not be served in the gaming / slot machine area.	
f) Meals for dinner/lunch/breakfast must not be served in the gaming/slot machine area. A suitable location for dining within the casino (with tables and chairs) shall be designated for this purpose.	
g) 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>* Manpower complement</li> <li>* Cooking equipment</li> <li>* Cooking utensils</li> <li>* Liquefied Petroleum Gas or equivalent</li> <li>* Movable serving racks</li> <li>* Serving trays</li> <li>* Food warmer, coffee maker</li> <li>* Utensil steamer</li> <li>* Chafing Dish</li> <li>* Microwave oven</li> </ul>	
e) Ensure that all personnel under the employ of the Concessionaire must wear the following: <ul style="list-style-type: none"> <li>* Identification Card issued by PAGCOR</li> <li>* Proper uniform at all times</li> <li>* Appropriate footwear (e.g. closed leather shoes)</li> </ul>	
<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.	
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.	
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.	
The establishment should be located within Building Premises but not within PAGCOR leased areas.	
Winning bidder shall be subject for ocular inspection of the restaurant. Winning bidder shall provide the latest Sanitary Permit and Bacteriological Water test.	
Contract shall be effective for three (3) years, or automatically terminated if the Contract Price is exhausted before the expiration date.	

# ***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 (F&B) FOR CASINO CUSTOMERS, GUESTS AND OFFICERS OF CF-DAVAO MAIN FOR A PERIOD OF THREE (3) YEARS**

- 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)  
OF CASINO FILIPINO - DAVAO  
PHILIPPINE AMUSEMENT AND GAMING CORPORATION**

- d. bear the specific identification of this bidding process: **ITB No. CB23-00-002DAV**; and

- e. bear a warning "**DO NOT OPEN BEFORE...**" the date and time for the opening of bids.

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

### **I. TECHNICAL COMPONENT ENVELOPE**

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

##### *Legal Documents*

- (a) **Valid and updated PhilGEPS Certificate of Platinum Registration and Membership** with additional caveat in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184 amended through GPPB Resolution No. 15-2021, which certifies that all of the eligibility documents submitted to PhilGEPS are maintained and updated.

Technical Documents

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

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

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

- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, completed within **three (3) years** prior to the deadline for the submission and receipt of bids in the amount equivalent to at least **percent (50%)** of the ABC in the amount of **Thirty-Three Million One Hundred Six Thousand Two Hundred Ninety-Eight Pesos and 61/100 (PhP 33,106,298.61)**.

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

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

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)

- (d) 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**

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

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

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

The minimum amount of the NFCC computation is at least **Sixty-Six Million Two Hundred Twelve Thousand Five Hundred Ninety-Seven Pesos and 22/100 (PhP 66,212,597.22.00)**.

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, valid at least ninety (90) calendar days from the date of Submission, Receipt, Opening and Preliminary Examination of Bids, 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 and valid at least ninety (90) calendar days. 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 must be at least in the total amount of **Six Million Six Hundred Twenty-One Thousand Two Hundred Fifty-Nine Pesos and 72/100 (PhP 6,621,259.72).**

***Class "B" Documents***

- (i) If applicable, a duly signed joint venture agreement (JVA) which contents shall include the responsibility of each joint venture partners or its contributions to the joint venture, in case the joint venture is already in existence;

**OR;**

Duly notarized statements from all the potential joint venture partners stating that:

- a. They will enter into and abide by the provisions of the JVA in the event that the bid is successful; and
- b. Failure to enter into a JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.

Each partner of the joint venture shall submit their respective valid and updated PhilGEPS Certificate of Platinum Registration and Membership with additional caveat in accordance with the Section 8.5.2 of the 2016 Revised IRR of RA 9184 amended through GPPB Resolution No. 15-2021, certifies that all of the eligibility documents submitted to PhilGEPS are maintained and updated:

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.

- (j) Latest Menu with Price List

## **II. FINANCIAL COMPONENT ENVELOPE**

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

**and**

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

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





## ***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]*, VAT Exclusive, Zero-Rated Transaction or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None" ) ]

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

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

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

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

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

Name:

---

Legal capacity:

---

Signature:

---

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

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

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

**Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.**

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Supply and Delivery of Food and Beverages (F&B) for Casino Customers, Guests and Officers of Cf-Davao Main for a period of Three (3) Years		1 Lot					

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

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

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

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

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

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

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Supply and Delivery of Food and Beverages (F&B) for Casino Customers, Guests and Officers of Cf-Davao Main for a period of Three (3) Years		1 Lot						

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

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

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

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

## DRAFT SERVICE CONTRACT

---

This PURCHASE CONTRACT (the “**CONTRACT**”) is entered into and executed by and between:

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR)**, a government-owned and controlled corporation created and existing by virtue of Presidential Decree 1869, as amended, with office address at the PAGCOR Executive Office, New Coast Hotel Manila, 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 “**SUPPLIER**”.

Each referred to as a “**PARTY**” and collectively as the “**PARTIES**”

### RECITALS:

WHEREAS, **PAGCOR** has a requirement for the Supply and Delivery of Food and Beverages (F&B) for Casino Customers, Guests and Officers of Cf-Davao Main for a period of Three (3) Years under ITB No. CB23-00-003DAV (the “Services”);

WHEREAS, **PAGCOR** conducted a public bidding in accordance with Republic Act (R.A). 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations (IRR) on December 28, 2022 for the procurement o the Services;

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

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, **PAGCOR** and the **CONTRACTOR**

hereby enter into this Service Contract under the following terms, conditions and stipulations:

## I. SCOPE OF SERVICES

The **CONTRACTOR** undertakes to provide the Services, specifically, the provision of meals and/or snacks and the incidental services for sanitation and cleaning, including all necessary labor, materials, supplies and equipment, to **PAGCOR** in its **Casino Filipino Davao branch**, in accordance with the menu as attached herein as Annex "B" and the technical specifications:

**A. Contract Period:** : For period of three (3) years or until the contract amount has already been depleted or consumed, whichever comes first.

**B. Location:** Casino Filipino – Davao, km7 Lanang, Davao City

### C. SCOPE OF SERVICES:

- The menu price shall be VAT-Exclusive and zero-rated and shall already include all applicable fees and charges.
- The **CONTRACTOR** shall extend to **PAGCOR** a twenty percent (20%) discount for its Services.
- The **CONTRACTOR** 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.
- The **CONTRACTOR** shall be responsible for the cleanliness and sanitation of the F&B area.
- The **CONTRACTOR** 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 cookware;
  - d. Various tablecloths and napkins;
  - e. Stoves, ovens, microwave ovens, and
  - f. Spices and clean containers for the different food ingredients
- The **CONTRACTOR's** utensils shall be sterilized, kept clean and dried properly.
- 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 Davao.

- The goods and services provided by the **CONTRACTOR** shall comply with **PAGCOR's** standards and shall always take into consideration the special preferences of **PAGCOR**, its customers / clientele and / or guests.
- The **CONTRACTOR** 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.
- The **CONTRACTOR's** 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.
- The **CONTRACTOR** shall ensure that its personnel exercise good personal hygiene, particularly, but not limited to:
  - a. Regular and proper hand washing;
  - b. Clean and well trimmed fingernails without nail polish;
  - c. Hair should be neat and tidy. All personnel shall wear a headdress / hair net; and
  - d. Personnel with wounds / sores shall not be allowed to work.
- The **CONTRACTOR's** 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**.
- **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**.

#### **D. QUALIFICATIONS:**

- The **CONTRACTOR** should have proven track record in the restaurant industry for at least five (5) years.
- The **CONTRACTOR** should be able to serve various local/native and international cuisines (Filipino, American, Chinese, Japanese and Italian cuisine), to cater to different types of nationalities and food preferences including options for healthy meals and beverages.
- The **CONTRACTOR** shall promptly serve / comply all food orders within 15 minutes upon placing of order.
- The **CONTRACTOR** shall provide the food and beverage (F&B) duly approved by **PAGCOR** or as stated in the Service Contract.

#### **E. FOOD HANDLING:**



- Maintain the cleanliness and sanitation of their respective premises, equipment and utensils, most especially on all related permits for the establishment and its manpower component.
- Ensure that the quality of food, either raw or processed, complies with all sanitation standards.
- Ensure utmost cleanliness and proper hygiene in the preparation, handling and serving of food.
- Spoiled food must be replaced immediately by the **CONTRACTOR**.
- For security reasons, fork, knife and other similar utensils must not be served in the gaming / slot machine area.
- Meals for dinner/lunch/breakfast must not be served in the gaming/slot machine area. A suitable location for dining within the casino (with tables and chairs) shall be designated for this purpose.
- Provide the basic requirements and other supplies necessary for on-site F&B services such as, but not limited to:
  - a. Manpower complement
  - b. Cooking equipment
  - c. Cooking utensils
  - d. Liquefied Petroleum Gas or equivalent
  - e. Movable serving racks
  - f. Serving trays
  - g. Food warmer, coffee maker
  - h. Utensil steamer
  - i. Chafing Dish
  - j. Microwave oven
- Ensure that all personnel under the employ of the **CONTRACTOR** must wear the following:
  - \* Identification Card issued by PAGCOR
  - \* Proper uniform at all times
  - \* Appropriate footwear (e.g. closed leather shoes)

#### **F. SPECIAL FOOD REQUIREMENTS (MENU CYCLE):**

- The meals and/or beverages being offered by the **CONTRACTOR** to the customers/guests and contained in the menu should be mutually agreed upon by PAGCOR and the **CONTRACTOR**.
- 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.
- The menu should consist of varied selections from vegetables, fruits, pork, beef, chicken, fish and seafood.
- The menu should also include various desserts like fresh fruits and salads.
- 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.
- The menu should offer meals prepared in different flavors and methods of cooking, e.g. broiled, steamed, baked, grilled, sautéed and/or fried.

#### **G. ACTUAL FOOD DELIVERY:**

- Hot food should be served hot and cold food should be served cold.
- Avoid food contamination and/or food poisoning.
- Food arrangement should be attractive and garnished.
- Texture and consistency should be observed accordingly.

In the event that the **CONTRACTOR** fails to comply with any of its undertakings, as set forth in this Service Contract, **PAGCOR** shall be released from its obligations under this Service Contract, without prejudice to its rights of restitution, recovery and damages.

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.

In the event that the 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 re-negotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.

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

## II. CONTRACT PRICE and SCHEDULE OF PAYMENT

1. The total contract price for this Service Contract shall be a total of \_\_\_\_\_ (the "Contract Price").
2. Payment shall be based on actual consumption and billing and shall be subject to the appropriate withholding taxes.
3. **PAGCOR** shall not be under any obligation to pay the **CONTRACTOR** the entire amount of the Contract Price. Moreover, the aggregate billings under this Contract shall not exceed the total contract Price.
4. The **CONTRACTOR** shall submit a VAT exclusive and zero rated billing statement to **PAGCOR Casino Filipino Davao** on a weekly basis together with all checks signed by the approving authority/authorized signatories of the casino. 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 **CONTRACTOR** and are verified by **PAGCOR**.
5. **PAGCOR** shall not be liable for any other costs except as provided for under this Contract.

## III. CONTRACT TERM

1. This Contract shall be for a period of three (3) years which shall commence on the date of receipt of the Notice to Proceed. However, this Contract shall be automatically terminated if the Budget is exhausted before the termination date.
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 **CONTRACTOR**.
3. Should the **CONTRACTOR** incur delay in the performance of its obligations, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost 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 Agreement, **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 **CONTRACTOR** 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.

#### **IV. NO EMPLOYER-EMPLOYEE OR AGENCY/PARTNERSHIP RELATIONSHIP**

1. 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 the Services herein agreed upon. The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel and all persons allowed by it to have access to **PAGCOR's** premises, for any injury which may be caused to any person 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 agent, personnel of the **CONTRACTOR** consequent to the performance of the Services under this Service Contract shall be the **CONTRACTOR's** sole responsibility. The **CONTRACTOR** further binds itself to indemnify and hold **PAGCOR** free and harmless from any claim on account of the aforementioned injuries or damages.
2. Any offense committed by any of the **CONTRACTOR's** personnel shall constitute a breach of this Service Contract. **PAGCOR** shall communicate to the **CONTRACTOR** all instances of such breach for immediate and appropriate action by the **CONTRACTOR**.
3. The **CONTRACTOR** shall comply with all of its obligations as an employer under the *Labor Code*, its implementing rules and regulations and all other applicable laws and regulations. Non-compliance therewith shall be for its exclusive risk and responsibility and shall constitute a violation of and a ground for the termination of its Service Contract.

4. The relationship between the parties shall be limited to the performance of the Services as stipulated under this Service Contract. Nothing herein shall be construed to create a general partnership between the parties, or to authorize any party to bind the other, except as set forth in this Service Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose.

**V. WARRANTIES, CLEARANCES, PERMITS, LICENSES and TAXES**

1. The **CONTRACTOR** warrants that there are no actions, suits or proceedings pending or threatened, which may have a material adverse effect on its ability to fulfil its obligations under this Contract or on its operations, business, properties, assets or business condition.
2. All taxes, amounts, claims, and expenses pertaining to clearances, licenses, permits, registrations or renewals thereof, required by PAGCOR or the appropriate government entities for the Services to be performed under this Service Contract shall be for the exclusive account of **CONTRACTOR**.
3. The **CONTRACTOR** shall pay its taxes in full and on time. The **CONTRACTOR** shall also present a tax clearance from the Bureau of Internal Revenue (BIR) and a copy of its income and business tax returns, duly stamped, received and validated by the BIR, indicating the tax payments made thereon. Its failure to do so shall entitle **PAGCOR** to suspend payment for services rendered by the **CONTRACTOR**.

**VI. PERFORMANCE SECURITY**

The **CONTRACTOR** shall post a Performance Security (the “Security”) for the benefit of PAGCOR, conditioned on former’s compliance with all of its obligations under the Service Contract, within seven (7) calendar days from the receipt of Notice of Award and in no case later than the signing of the Service Contract, in accordance with any of the following schedule:

<b>Form of Security</b>	<b>Amount of Performance Security</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%)

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

## VI. INDEMNIFICATION

1. The **CONTRACTOR** will defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party in connection with this Service Contract. The indemnification is limited to the services delivered to **PAGCOR** by the **CONTRACTOR** and does not cover third party claims not authorized by the **CONTRACTOR**.

2. The **CONTRACTOR** hereby holds **PAGCOR** its guests, corporate affiliates, directors, officers, employees and agents free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the **CONTRACTOR** and / or **PAGCOR** may incur as a result of, or arising out of, the conduct and / or pursuit of Services and to indemnify the **PAGCOR** from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.

3. The **CONTRACTOR** shall indemnify and shall hold **PAGCOR**, its directors, officers, employees, agents, customers and guests and corporate affiliates and any employee or agent thereof (each of the foregoing, being hereinafter referred to individually as the "Indemnified Party") free and harmless against any and all liability to third parties (other than liability solely the fault of the indemnified party) arising from the negligence of the **CONTRACTOR** or its agents including (but not limited to) the violation of any third party's trade secret, proprietary information, trademark, copyright or patent rights in connection with the use of **PAGCOR** of the **CONTRACTOR's** services.

4. 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 or loss, breakage, or destruction of properties, as a consequence of the **CONTRACTOR's** acts or omissions, wilful intent or negligence, during the performance of the Services or its obligations under this Service Contract.

5. The **CONTRACTOR** shall be liable in case of theft, robbery or any loss to **PAGCOR's** premises serviced by the **CONTRACTOR's** personnel. The **CONTRACTOR** hereby agrees to replace, repair or restitute any loss involving its personnel.

## VII. 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 difference or disputes, the parties waiving for the purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all actions or suits between the parties to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part.

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 executed 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\_\_.  
MCLE Compliance No. \_\_\_\_\_

**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 executed 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\_\_\_\_.  
MCLE Compliance No. \_\_\_\_\_



## Omnibus Sworn Statement

---

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

6. **Select one, delete the rest:**

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

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

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

**NAME OF NOTARY PUBLIC**

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

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, *[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]*

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*[address]*

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*[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]*

MCLE Compliance No. \_\_\_\_\_

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 Period	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 Period	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 \_\_\_\_\_ . ITB No. (insert the ITB No. of the project).  
 Page \_\_\_\_\_ of \_\_\_\_\_.

**Approved Budget for the Contract ABC:**

Sixty-Six Million Two Hundred Twelve Thousand Five Hundred Ninety-Seven Pesos and 22/100 (PhP 66,212,597.22), VAT Exclusive, Zero-Rated Transaction

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)*

# DIAGRAM FOR THE SEALING AND MARKING OF BIDS

