

**SUPPLY AND DELIVERY OF
FOOD AND BEVERAGES (F&B)
FOR VARIOUS BRANCH AND
MARKETING THEMED EVENTS
UNDER ITB NO.
CB23-00-004DAVa-07**

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

**Sixth Edition
July 31, 2023**

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Glossary of Acronyms, Terms, and Abbreviations

ABC - Approved Budget for the Contract

ASC - Arts and Science Committee

BID - A signed offer or proposal to undertake a contract submitted by a bidder in response to an RFQ or Invitation with the requirements of the bidding documents. Also referred to as proposal and Request (2018 revised IFB, Section 3(c))

Bidder - Refers to a contractor, manufacturer, supplier, distributor, vendor, contractor and submits a bid in response to the requirements of the bidding documents. (2018 revised IFB, Section 3(a))

Bidding Documents - The documents issued by the Procuring Entity as the basis for bid, including all information necessary for a prospective bidder to prepare a bid for the Goods, Information Products, or/and Consulting Services covered by the Procuring Entity. (2018 revised IFB, Section 3(c))

BIR - Bureau of Internal Revenue

BRP - Registration by Province

Consulting Services - Refers to services for Information Products and other types of products or activities of the OCP resulting otherwise without technical and professional assistance (TAS and beyond the liability scope) directly of the OCP to undertake work to but not limited to: (i) advisory and design services, (ii) development of feasibility studies, (iii) design, (iv) construction management, (v) management and related services, and (vi) other technical services of special nature. (2018 revised IFB, Section 3(d))

COA - 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, Information Products or Procurement of Information Products, or Contract of Consulting Services/ Procurement of Consulting Services, as the case may be, as approved by the Cooperated from signed by its parties, including all attachments and documents thereof and all documents incorporated by reference thereto.

CIF - Cost Insurance and Freight

DDP - Damage and Insurance Paid

CPH - Consumer Price Index

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

DTI – Department of Trade and Industry

ECU – Euro zone

FCI – Free Carrier shipping term

FOB – Free on Board shipping term

Foreign-Raised Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, agency or international financing institution as specified in the Policy or Instrument of Evaluation Agreement. (2010 revised ITR, Section 5(a))

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that specifies the terms and conditions under which specific purchases or services known as “call-offs” are made for the duration of the agreement. It is in the nature of an order without however the procuring entity and the SUPPLIER CREATING THE CALL-OFFS HAVE TO ENTER AN ORDER FOR ANY OF THE GOODS OR SERVICES LISTED IN THE FRAMEWORK AGREEMENT LIST OF THE SUPPLIER WITH A MAXIMUM QUANTITY OF ONE (1) YEAR OR A MAXIMUM PRICE OF THREE (3) YEARS. (2010 Revised ITR, Section 5(b))

GPI – Government Financial Institution

GOCC – Government-owned and/or controlled corporation

Goods – Refers to all items, supplies, materials and general contract services, except consulting services and intangible products, which may be needed in the execution of public businesses or in the pursuit of any government activity, project or activity, whether in the nature of equipment, furniture, stationary, materials for construction, or personal property of any kind, including maintenance or utilization services (such as the repair and maintenance of equipment and facilities, as well as training, testing, technical services and rental of equipment services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term includes all intangible services such as printing, but is not limited to those in substance of other goods and/or intangible services, such as information services, and other services essential to the operation of the Procuring Entity. (2010 Revised ITR, Section 5(c))

GRP – Government of the Philippines

GPPS – Government Procurement Policy Board

INCOTERMS – International Commercial Terms

Infrastructure Projects – Public or government, government, non-government, national, local government or institutions of public and private, always private

accounts, authorization facilities, and access arrangements of information technology systems, programs, tools, devices and hardware, mobile devices, servers and other data management systems, other processes, technologies and authorization facilities, network hardware, access hardware, network software, and other support construction projects of the government, as determined by an act of Congress, (2011 revised 100 Stat. Section 501)

LGA – Local Government Act

RFQ – Request for Quote/Request for Proposal

NSA – National Government Agency

PHILSIPS – Philippine Government Electronic Procurement System

Procurement Project – refers to a specific or identified procurement activity, such as the acquisition of goods or services. A Procurement Project shall be identified, defined, and included in the Fiscal Procurement Management Plan prepared by the agency under Article 27-1000000 of the Procuring Entity's Annual Procurement Plan (APMP) covering the 2019-2020 period to July 2019.

RRA – Philippine Revenue Authority

SEC – Securities and Exchange Commission

SLCA – Single Least Competitive Contract

Supplier – refers to a person or any corporate body or commercial company (if organized and registered under the laws where it is established, lawfully established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by the law, Item 1.2 of OPMB Resolution No. 15,2018 dated 23 May 2018) registered as seller in those bidding documents that strictly refer to a distribution, manufacturing, contract or agreement.

UIC – United Images

Section I. Invitation to Bid



Philippine Amusement and Gaming Corporation

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF FOOD AND BEVERAGES (F&B) FOR MARINA BEACH AND MARINA TRAVEL CENTER (MTC) (ITB no. 0002-06-004244-07)

1. The Philippine Amusement and Gaming Corporation (PAGCOR) through the PAGCOR's Corporate Budget for 06 seeks invites to supply the sum of Four Hundred Twenty Thousand Pesos (P420,000.00) with Payment, Cash (MTC) Transaction, being the sum F&B to employees under the contract for the Supply and Delivery of Food and Beverages (F&B) for Marina Beach and Marining Travel Center (MTC) (ITB No. 0002-06-004244-07).

Bids received in answer of the F&B shall be automatically limited to the invited.

2. The PAGCOR has invited bids for the above Procurement Request. The complete contents of BIDDING IS INVITED IN THE BIDDING DOCUMENTS (BIDDING DOCUMENTS) of the Bidding Documents which was distributed from the date of release by the issuing office of the Office of Procurement - Manila and its branches, with five (5) years from the date of submission and receipt of bids, a contract award to the lowest. The condition of all eligible bidders is stipulated in the Bidding Documents, particularly in Section II (Requirements to Bidders).

3. Bidding will be conducted through open competitive bidding procedure using a non-discriminatory "lowest price" criteria as specified in the open competitive bidding rules and Regulations (OR) of PAGCOR (ITB No. 0114).

Bidding is restricted to Filipino citizens/individual corporations, partnerships, or corporations with at least sixty percent (60%) shares or managing capital stock belonging to citizens of the Philippines, and to others as organizations or a society the laws or regulations of which grant similar rights or privileges to Filipino citizens, provided in RA No. 0114.

4. Prospective Bidders may obtain further information from PAGCOR and interested Bidders may receive and obtain copies distributed from the Procurement Section, Attention: Aida, Office Building Ground Floor, Lermasa, Plaza City Hall Building in Manila, using the phone of PAGCOR (02) 838-6111 to 838-6111.

5. A complete set of Bidding Documents may be acquired by interested Bidders starting on July 31, 2006 (Thursday) until August 18, 2006 (Friday) 09:00 AM (open office) and complete same with payment of Two Hundred Pesos (P200.00) to the BIDDING OFFICER, provided in the Bidding Documents issued by the OPMS.

PAGCOR shall allow the bidder to borrow its sum of payment for the bid upon its receipt by PAGCOR, or through electronic means.

Prospective bidders may also download the Bidding Documents from the website www.pagcor.gov.ph (ITB) from 09:00 AM until 05:00 PM and may be allowed to submit bids.

acknowledged that he/she has the authority to (1) the binding documents set out in the schedule to the agreement and receipt of loan.

In making payment for the Binding Documents, prospective Debtors shall present what the Payment Plan which may be assigned pursuant to a copy of the schedule to the (1) of Finance Section, located at Building 07th Floor, Casino Filipino Grand Hotel, Laming, Cebu City.

9. The PROCTOR will hold a Pre-Bid Conference on August 4, 2022 (Tuesday), 9:00 AM, at Office of the BARR, 07th Floor of Grand Regal, Laming, Cebu City, which shall be open to prospective bidders.
10. BIDDING shall be received by the BAC Secretariat through facsimile transmission set to expire August 18, 2022 (Tuesday), 5:00 PM, at the Management Office, Government Area, Casino Filipino - Grand Regal, Laming, Cebu City. Late bids shall not be accepted.
11. All bids must be accompanied by a fee amount in any of the acceptable forms set in the annex stated in ITR Clause 14.
12. Bid opening shall be on August 18, 2022 (Tuesday), 8:00 AM, through at the Office of the BARR, 07th Floor of Grand Regal, Laming, Cebu City. Bids will be opened in the presence of the BAC Secretariat and Bidders to attend the activity.
13. Bidders shall bear all costs associated with the preparation and submission of bids, bids, and payment with the bank, the responsibility of BIDDING to BIDDING, members of the committee members of the Bidding process.

Bidders shall note that PROCTOR will only accept bids that have not been bid the application fee for the Bidding Documents.

PROCTOR assumes no RESPONSIBILITY whatsoever to completion of bidding process for any expenses incurred in the preparation of bid.

In compliance with Government Procurement Policy Board (GPPB) Order 08-0026 - Transparency Standard, the bids and award information shall (1) be a (1)-documentary and (2) be electronically prepared based on system used as evidence, such as "PRIMA (1)T" in the event that the (1) of bids received from bidders are submitted and determined as the lowest qualified responsive bid (1) (1) in determining the final award having the (1) (1) award on the Bidding process.

14. It is understood under the contract that the award shall be:

15. The party holder who shall pay the price with a "CASH ON DELIVERY" terms shall be deemed as the final award having the (1) (1) and accompanied by award of the contract.

16. The PROCTOR reserves the right to reject any and all bids, including a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 25.2 and 47 of the 2018 Revised IRR of RA No. 9194, without thereby creating any liability to the affected bidders or bidder.

18. For better information please refer to:

MARA BLONIA A. VILLALBA

PROFESOR DE TIEMPO COMPLETO

Escuela Primaria "Carmen Argente" - Pinar del Rio, Pinar del Rio, Pinar del Rio, Pinar del Rio

Teléfono: (052) 224-8200 or 82 42 102

www.mec.gov.cu

19. The user shall use following website:

For downloading of Working Documents: www.mec.gov.cu or www.mec.gov.cu

Date of issue: July 29, 2020.


PATRICIA C. LEZANA
Directora General
Ministerio de Educación Superior (MESA)
Escuela Primaria "Carmen Argente"
Pinar del Rio

Section II. Instructions to Bidders

I. Scope of Bid

The Bidding City, Philadelphia Department and Testing Director (BIDDING CITY) desires to receive bids for the Supply and Delivery of Food and Beverages (Food) for various events and Marketing Themed Events under TR No. 0000-00-000000-01 with a total estimated budget to the bidder in the amount of Four Hundred Twenty Thousand Dollars (\$420,000.00), net of various non-food transactions.

The procurement project referred to herein as "Project" is contained in part (1) in the details of which are described in Section VI (Technical Specifications).

II. Funding Information

II.1 The BOP through the means of funding as indicated below for FY 2025 in the amount of Four Hundred Twenty Thousand Dollars (\$420,000.00), net of various non-food transactions.

II.2 The source of funding is the Executive Operating Budget – Philadelphia's 2025-2026 Budget for FY 2025.

III. Bidding Requirements

The Bidder for this Project shall be governed by all the provisions of PA Reg. 8104 and its 2019 revised RR, including its General Procurement Manuals and associated policies, rules and regulations as they pertain to the award, with the caveat clauses that come as the secondary source thereof.

Any amendments made to the RR and other DPHS documents shall be applicable only to the original bidding advertisement, or TR No. 0000-00-000000-01 the issuance of a supplement or bid notice.

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 of implementation of the contract, project, or work and examine all instructions, notes, terms, and project requirements in the Bidding Documents.

IV. Corrupt, Fraudulent, Collusive, and Anticompetitive Practices

The Bidding City, as well as its officers and directors, shall observe the highest standard of ethics during the procurement and execution of its contract. They or through or under their or through or control, immediate relatives, spouses, and associates practice corrupt under Article 7 of the 2018 revised RR of PA for Bids or other integrity violations in competing for this Project.

V. Bidder's Oath

V.1 Only bids of Bidders found to be legally, financially, and technically capable will be received.

- 6.2. Foreign materials needed to be provided under the rules may participate in the Project.
- 6.3. Pursuant to Section 23.4.1.3 of the 2018 revised IIR of RA No. 9754, the bidder shall have an ELOC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PPA's CPI, must be at least equivalent to at least fifty percent (50%) of the sum of the amount of Two Hundred Ten Thousand Pesos (P= 210,000,000).
- 6.4. The bidder shall comply with the obligations under Section 23.4.1 of the 2018 IIR of RA No. 9754.

6. Rights of Trade

There is no restriction on the right of goods when they have provided by a supplier of the LRA Security Council under (1996) Chapter III of the Charter of the UN, subject to domestic Procurement requirements under PPA Order 18.

7. Subcontracting

7.1. The Order may authorize portions of the Project to be subcontracted by the Procuring Entity as stated herein, but it is understood that primary contract holder of the Project.

The Procuring Entity has provided that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will host a pre-bid conference for the Project on the specified date and as indicated in paragraph 8 of the IB.

9. Certification and Assessment of Bidding Documents

Prospective BIDDERS may request for clarification or similar intervention 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: BIDDING and Technical Components

10.1. The Bid envelope shall contain the bidding and technical documents of the BIR as specified in Section III (Schedule of Technical and Financial Documents).

10.2. The BIDDERS' ELOC as indicated in Item Clause 6.3 should have been completed with Form (B) under CMC in the database for the evaluation and receipt of bids.

10.3. If the bidder, manufacturer or contractor, the job, and all other documents be submitted to the BAA 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 after having obtained from the foreign issuer's office at the Philippines. Refer to the required authentication under the Contracting Rules of the Security Council, and the Technical Documents that be

contractual benefit or similar purpose) is under Revision No. 12 (2018) dated 23 May 2018. The highest revision shall govern, for purposes of interpretation of the law.

14. Documents comprising the Bid Financial Statement

- 14.1. The bidder has accepted that copies of financial statements for the Bid as required in Section VII (Technical Specifications and Financial Documents).
- 14.2. If the Bidder claims preference as a Domestic Bidder or Domestic Bidder, a certificate issued by DTI shall be provided by the Bidder in accordance with Section 48.1.3 of the BIDD (revised OAS of PL No. 018).
- 14.3. Any bid requesting for AEC indicated in paragraph 1 of the IB shall not be accepted.
- 14.4. For Foreign-Owned Enterprises, a letter may be attached to the price proposal the conditions are not under Section 31.2 of the BIDD (revised OAS of PL No. 018).

15. Bid Prices

15.1. Prices indicated in the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Authority's country:
 - i. The price of the goods quoted (CIF, ex-works, ex-factory, ex-warehouse, ex-warehouse, at or from stock, as applicable).
 - ii. The cost of all customs duties and taxes and other fees 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 it.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the BIDD, the price of the Goods shall be quoted CIF/CFR (C&F) and (CIP) with the price of Incoterms in the Procurement as specified in the BIDD. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any single country. However, the Bidder shall submit evidence in relation with any single nation country.
 - ii. The price of other incidental services, if any, as listed in Section VII (Technical Specifications).

16. Bid and Payment Conditions

16.1. For Goods that the Bidder will supply from outside the Philippines, the Bid shall state the quality of the local currency or acceptable currency accepted by

the Board of the Authority of the State. However, for purposes of the evaluation, data represented in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the last business day (week) of the day of the bid opening.

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

14. Bid Security

14.1. The bidder shall submit a bid Security Declaration or any form of Bid Security in the amount specified in the BIDD which shall be set aside from the proceeds of the bid in accordance with the conditions in the BIDD.

14.2. The bid and the security shall be valid for one hundred twenty (120) calendar days from the date of the submission. Bidding and Contracting Department of DAAS, Atty. May bid accompanied by an acceptable and security shall be required by the Procuring Entity as follows:

15. Bidding and Marking of Bids

15.1. BIDD shall submit one copy of the bid and signed counterparts of the bid.

The Procuring Entity may request additional bids copies and/or additional copies of the bid. However, failure of the bidder to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online platform or any other electronic means, the bidder shall submit an additional copy of the bid which shall be paper-based. As indicated, only the copies are allowed as a condition shall be considered non-compliance with this electronic submission.

16. Location for Submission of Bids

16.1. The BIDD shall submit the sealed bids and form of its physical address, as indicated in paragraph 7 of the BIDD.

17. Bidding and Preliminary Examination of Bids

17.1. The BIDD shall open the bids in public at the time, on the date, and at the place specified in paragraph 8 of the BIDD. The Bidders' representatives who are present shall sign a register indicating the attendance in each representation, attendance or other other participation and the date, attendance of participants shall likewise be recorded by the BIDD Secretariat.

It shall be the bidder's responsibility to comply with the BIDD's requirements, including requirements under Section 32 of the RA 9154 and/or any of the bid BIDD shall provide.

17.2. The preliminary examination of bids shall be governed by Section 33 of the RA 9154 and/or any of the bid BIDD shall provide.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purchase of commodities of local or manufactured with Section 32.1.3 of the RA 9154 and/or any of the bid BIDD shall provide.

18. Detailed Evaluation and Description of BIDS

- 18.1. The Prosuring BAC shall immediately conduct a detailed evaluation of all bids under "BIDDING" using non-discriminatory accepted criteria. The bid that contains the greatest fit to the objective of BAC under Section 27.2 of the 2014 revised RFP of R.A. No. 8126.
- 18.2. If the PROJECT SHOWS (a) THE BIDS, BIDDERS (AND RELATED A CONTRACT) ON ANY OF THE ONE OF THESE AND PROPOSERS WILL BE CONSIDERED AS A PART OF THE BIDS, OR THE SAME REASON, IN THIS CASE, THE BID DURING AS REQUIRED BY THE BAC UNDER 18.1 SHALL BE ACCEPTED FOR WHICH SET OF BIDS ACCEPTED.
- 18.3. The acceptance of the bid or bids shall be indicated in Section 27 (Technical Specifications) through the action of these two (2) bids are included in the BAC for purposes of the RFP's acceptance pursuant to Section 27.2 of the 2014 revised RFP of R.A. No. 8126. The RFP's must be sufficient for the term of the RFP's for all the bid or bids participated in by the prospective Bidders.
- 18.4. The Project shall be awarded as long (1) Project budget amount (and other shall be awarded as long (1) set.
- 18.5. Except for bidders submitting a guaranteed Line of Credit from a financial or Commercial Bank in favor of the project, respectively, all bids shall include the RFP's completion pursuant to Section 27.2 of the 2014 revised RFP of R.A. No. 8126, which shall be sufficient for the term of the RFP's for all the bid or bids participated in by the prospective Bidders. For bidders submitting the guaranteed Line of Credit, it shall be at least equal to the amount (100%) of the RFP's of the RFP's of bids participated in by the prospective Bidders.

19. Post-Qualification

- 19.1. Within a non-extendable period of five (5) calendar days from receipt by the BAC of the return from the BAC, each a submitted the bidders shall undergo the POST-QUALIFICATION. The BAC shall conduct its intent source and business has status (and other part through the RFP's Electronic Bidding and Payment System (EBPS)) and other necessary surveys and records required by the BAC under the RFP's.

20. Signing of the Contract

- 20.1. The documents required in Section 27.2 of the 2014 revised RFP of R.A. No. 8126 shall form part of the UNITED AGREEMENT-Contract documents and included in the BAC.

Section III. Bid Data Sheet

<p>10.2</p>	<p>For the purpose, contracts similar to this Project shall be:</p> <ul style="list-style-type: none"> a. Free and Strategic (F&S) or Gateway Services; b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. 						
<p>10.3</p>	<p>The nature of the contract shall be sub-contracted.</p>						
<p>10.4</p>	<p>The price of the Goods shall be quoted FOB of the supplier's International Commercial Terms (INCOTERMS) for this project at the delivery site Casino Filipino - Grand Regal, Grand Regal Hotel, Lungsod, Davao City.</p>						
<p>10.5</p>	<p>Goods shall be sold on a NET 30-DAYS basis unless a bid expressly states a longer period in any of the prescribed form and amount.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; vertical-align: top;"> <p>a) Bank draft payable to the contractor's manager's check issued by a licensed or Government bank.</p> </td> <td style="width: 33%; vertical-align: top;"> <p>a) Net 30-DAYS</p> </td> <td style="width: 33%; vertical-align: top;"> <p>Net 30-DAYS</p> </td> </tr> <tr> <td style="width: 33%; vertical-align: top;"> <p>b) Bank draft payable to the contractor's bank account, issued by a licensed or Government bank.</p> </td> <td style="width: 33%; vertical-align: top;"> <p>b) Net 30-DAYS</p> </td> <td style="width: 33%; vertical-align: top;"> <p>Net 30-DAYS</p> </td> </tr> </table> <p>(a) Net 30-DAYS (10% of the ABB)</p> <p>(b) Net 30-DAYS (10% of the ABB)</p> <p>(c) Net 30-DAYS (10% of the ABB)</p>	<p>a) Bank draft payable to the contractor's manager's check issued by a licensed or Government bank.</p>	<p>a) Net 30-DAYS</p>	<p>Net 30-DAYS</p>	<p>b) Bank draft payable to the contractor's bank account, issued by a licensed or Government bank.</p>	<p>b) Net 30-DAYS</p>	<p>Net 30-DAYS</p>
<p>a) Bank draft payable to the contractor's manager's check issued by a licensed or Government bank.</p>	<p>a) Net 30-DAYS</p>	<p>Net 30-DAYS</p>					
<p>b) Bank draft payable to the contractor's bank account, issued by a licensed or Government bank.</p>	<p>b) Net 30-DAYS</p>	<p>Net 30-DAYS</p>					
<p>10.6</p>	<p>Where net is not allowed, the Goods are provided in a single lot with the lot shall not be divided into sub-lots for the purpose of partial evaluation, and contract award.</p> <p>In all cases, the F&S administration, if applicable, must be sufficient to the F&S or Gateway to be awarded to the Bidder.</p>						

Under a non-extendable period of five (5) calendar days from receipt by the holder of the notice from the SAC that it submitted the relevant documents for verification pursuant to 24 CFR, the holder shall submit the following:

A. Latest income and tax returns for the tax year and year through the EIT Electronic Filing and Payment System (e-file),

in accordance with 45 CFR Part 20.21, 46 CFR, Revenue Procedures (R.P.) No. 2010-10 and Revenue Ruling/Rule (R.R.) 10-16. The documents shall relate to the housing:

- a. latest income Tax Returns (ITR) and the ITR for the preceding year, whether calendar or fiscal; and
- b. latest business tax returns (and other tax Value Added Tax (VAT) or Percentage Tax) and most covering the period on (i) which falls into the date of Submission, Return Covering a Preliminary Examination of Data.

B. Securities and Exchange Commission (SEC) Registration Certificate for SECURITIES, derivatives under joint venture, Department of Trade and Industry (DTI) Registration Certificate for non-profits, or Cooperative Investment Authority (CIA) Registration Certificate for SECURITIES shall include all the joint venture documents;

C. Valid Mayor's Permit issued to the city or municipality where the principal place of business of the corporation shall be located, or the equivalent document for Republic, Province, City or Town (last part of the last sentence, if applicable);

and

Recently issued Mayor's Business Permits together with the official receipt as proof that the holder has applied for the relevant order for permit provided by the concerned local government unit (covered by) the relevant permit shall be submitted as a self-certification requirement in accordance with Section 24.2 of the DTI Revised RA of P.A. 1166 (last part of the last sentence, if applicable);

4. Valid Tax Clearance Certificate and Revenue Order (R.O.) No. 000, issued of 2009, as duly renewed and approved by the Bureau of Internal Revenue (BIR) (last part of the last sentence, if applicable);

5. Audited Financial Statements (AFS), starting "account" for the year or the day accounted and subsequent transactions, for the preceding (2010) year. It shall be AFS for the preceding calendar year or the last available year if it started for the year that is the last year. The details for the Audited and Receipt of Data (last part of the last sentence, if applicable);

Section IV. General Conditions of Contract

1. Range of Contract

The CONTRACT shall include all such items, although not specifically mentioned, that can be reasonably thought as being required for its completion as it shall comply with expressly mentioned herein. All the provisions of RA No. 8176 and its 2018 revised RA, including the General Procurement Manual, and subsequent issuances, constitute the primary source for the terms and conditions of the Contract and thus, available in certain instances. Hence, clauses shall derive all the subsidiary source for the terms and conditions of the Contract.

The e-official platform is pursuant to RA 9164 and RA 9245 revised RA of RA No. 8176 showing the OPRR to process the Bidding which shall be subject to all procurement activities. The fulfillment, making or material of which, were issued after the efficacy of the said platform.

Additional requirements for the completion of the 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 "C" of the revised 2018 RA of RA No. 8176.

2.2. The Procuring Entity is allowed to determine the terms of payment on the basis of physical delivery of the Goods provided, provided such initial payment shall not exceed 10% value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are included in the SCC.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Supplier from the Procuring Entity and in no case later than 15% to the starting of the Contract by 20% dated, the successful bidder shall furnish the performance security in any of the forms prescribed in Section 33 of the 2018 revised RA of RA No. 8176.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to conduct checks to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the (Security) Procurement Manual in ANNEX B PART II of the BCC. Section 16 (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 actions and measures for the protection and benefit of Shareholders, including actions to manage and disclose data that is provided to the Company or the authorized processors or its agents in the Financing Party.

8. Warranties

8.1. In order to ensure that representations relating to the Company are accurate by the Company, a warranty shall be required from the Company as provided under Section 8.1.1 of the 2014 version 1.00 of the IFA.

8.2. The Financing Party shall provide fully the details of every action being taken to ensure, apart from all of such other the Company will, read or receive the relevant details or parts thereof without need to the Financing Party, pursuant to the General Management Manual.

9. Liability of the Company

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

The Company is a joint venture, as defined in the joint venture shall be jointly and severally liable to the Financing Party.

Section V. Special Conditions of Contract

Item Clause	
1	<p>Delivery and installation</p> <p>For purposes of the Contract, "BOOK," "PUMP," "PDA," "SFP," "SFP," "SFP" and other items will be used to describe the obligations of the parties and "SFP" its accessories assigned to them by the current edition of IECQ/IEC60335 published by the International Chamber of Commerce, Paris. The delivery terms of this Contract shall be as follows:</p> <p>For goods supplied from within the Philippines:</p> <p>The delivery terms applicable to this Contract are referred to the Exempt Filipina, Grand Angel, Grand Angel route, Linaoang, Cebu City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and free 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 free acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI Schedule of Requirements.</p> <p>For purposes of this clause the Procuring Entity's Representative at the Project Site are: Mr. Mariano A. Cornejo, Area Marketing Officer, Marketing Section Tel No. 844-8887 10 88 ext 124.</p> <p>Incidental Services</p> <p>The Supplier is required to provide all of the following services including material services, if any, specified in Section VI Schedule of Requirements:</p> <ol style="list-style-type: none"> a) performance or supervision of onsite assembly and/or start-up of the supplied Goods; b) furnishing of O&M services for assembly and/or maintenance of the supplied Goods; c) furnishing of a related operations and maintenance manual for each equipment unit of the supplied Goods; d) performance or supervision or maintenance visits/ report of the supplied Goods for a period of time agreed by the parties, provided that the service team will release the Supplier of any warranty obligations under the Contract; and e) testing of the Procuring Entity's personnel, at the Supplier's plant under contract, in assembly, service, operation, maintenance, start-up, repair of the supplied Goods.

The Supplier shall be the person who makes the final decision on the Supplier for material services and shall not transfer his contracting responsibilities to other parties by the Supplier for similar services.

Basic Parts -

The Supplier is required to provide all of the following technical specifications and information pertaining to above parts manufactured or obtained by the Supplier:

- a. Each above part to the Purchasing Entity they shall be purchased from the Supplier, provided that the Supplier shall not remove the Supplier of his written obligations under the contract; and
- b. In the event of termination or expiration of the above parts:
 1. All technical information on the Purchasing Entity of the purchasing entity, is sufficient here to ensure the Purchasing Entity to procure needed components; and
 2. Providing good information, including as an input to the Purchasing Entity, the drawings, drawings, and specifications of the above parts, if required.

The above parts and other components required are listed in Section 4 of Schedule of Requirements and the cost thereof are retained to the contract price.

The Supplier shall carry sufficient inventory to ensure minimum supply of above parts or components for the period of a period of three (3) years.

Stock parts or components shall be accepted as provided in schedule and in any case within the (1) month of placing the order.

Packaging -

The Supplier shall provide with packaging of the Goods as is required in Section 4 of Schedule of Requirements and shall comply with their own documents, as indicated in the Contract. The packaging shall be sufficient to withstand, without irritation, rough handling during transit and movement to various installations, and any transportation during transit, and open storage. Packaging shall also list weights that shall also be accompanied, where appropriate, the dimensions of the Goods, their destination and the absence of heavy handling facilities at all points in scope.

The packaging marking, and identification with and inside the packages shall comply with such special requirements as shall be expressly provided for in the Contract, including additional instructions, if any, specified above, and if the aforementioned instructions issued by the Purchasing Entity.

The cost of packaging shall be clearly marked on at least two (2) sides of boxes.

Terms of the Purchasing Entity

Name of the Supplier
CONTACT INFORMATION
Print Instructions
Draw weight
Any special fitting instructions
Any special handling instructions
Any relevant HAZMAT instructions

In packaging and identifying the contents and destination of the package to be the extent of an acceptable level of the date packaging if available. If not available the packaging label to the extent feasible the date packaging the source the necessary packaging.

Transportation

Where the Supplier is required under Contract to transport the Goods CIF, CIP, or DDP, however of the Goods to the port of destination or other other named ports of destination in the Philippines, the cost and expenses in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Philippines, defined as the subject site, defined to such place of destination in the Philippines, including insurance and freight, as shall be specified in the Contract shall be arranged by the Supplier and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Provinging Agency to the extent that no carrier of Provinging Agency is available. Goods may be shipped by a carrier which is not an Provinging Agency provided that the Supplier advised and agrees to the Provinging Agency contribution to the actual cost the lowest Provinging Agency available to the port of destination. In the event that carriers of Provinging Agency are available but their schedules delay the Supplier in its performance of the Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be deducted from the cost.

The Provinging Agency accepts no liability for the damage of Goods during transit other than those presented to INCOTERMS for DDP delivered. In the case of Goods supplied from aerial sea Provinging Agency or aircraft for delivery to the site and the will not be deemed to have passed to the Provinging Agency until such receipt and the acceptance of the Ship destination.

Intellectual Property Rights

The Supplier shall indemnify the Provinging Agency against all third party claims of infringement of patent, trademark, or registered design rights arising from use of the Goods or any part thereof.

1.1	<p>The terms of payment shall be as follows:</p>
<p>50% of the cost of the items delivered subject to PARSONS' acceptance. Payment of the remaining 50% shall be made 30 days after the date of the invoice issued to the GO.</p>	<p>50% of the cost of the items delivered.</p>
<p>75% of the cost of the items delivered to be paid after three (3) months from the date of acceptance of the invoice and when the GO has received the final invoice of PARSONS.</p>	<p>The amount of the cost of the items delivered.</p>
OR	
<p>100% of the cost of the items delivered provided that the GO's liability shall be limited and shall expire 30 days after the date of the invoice issued to the GO by the GO, subject to PARSONS' acceptance. Payment of the cost of the items delivered in the current and next installment of a Special State Budget shall be made not later than 30 days after the date of the invoice issued to the GO.</p>	<p>100% of the cost of the items delivered.</p>
1.2	<p>The payments and bills of material shall be delivered as follows:</p>
<p>Payments and payments shall be received by the authorized representatives of the Marketing Office after approval delivered by the PARSONS.</p>	
<p>The payments and bills of material shall be delivered to the GO for the acceptance of the requirements in accordance with the terms of the contract and shall be subject to the approval of the Marketing Office of the GO.</p>	
<p>The goods shall be delivered to the GO after passing the inspection and acceptance.</p>	
<p>The payments and bills of material shall be delivered to the GO for the acceptance of the requirements in accordance with the terms of the contract and shall be subject to the approval of the Marketing Office of the GO.</p>	

Section VI. Schedule of Requirements

The delivery schedule expressed as requirements is specified hereafter a delivery date which is the date of delivery to the project site.

Item No.	Description	Quantity	Unit	Delivered Week/Month
1	Supply and delivery of Fuel and Diesel Oil for various engine and operating thermal power.	Five Hundred (500) Liters	Five Hundred (500) Liters	Staggered Delivery to be provided in accord to the order, with a two (2) weeks notice given to the client, which will be provided upon receipt of the written request of the client. The price to be provided.

Contractor:

(Signature of the Authorized Rep.)

By the authority of the Client (Signature of the Authorized Rep.)

Date submitted to sign this contract on behalf of _____

SECTION 10 (continued)

- a. Material System
- b. Material Change
- c. Material Storage
- d. Material Storage Area and Access
- e. Material Storage
- f. Material at Location
- g. Time (1) limits of work or testing area

Installation of

- a. Tables and chairs with covers
- b. Buffet table setup
- c. Central Tables and chairs
- d. In tent and all Food Attachments

Additional Terms and Conditions:

Delayed Delivery: Contractor will be liable for the delivery schedule and location of work as indicated in the contract and in the attached plans.

The Engineer will determine the day (1) to be the actual day of completion.

The Service Provider shall provide the site for the work in the contract is completed on the day of delivery.

The Service Provider shall provide the site for the work in the contract is completed.

In case of suspension of work by the owner, the contractor shall be allowed to stop work (1) working days before the delivery date. In case of suspension of work by the owner due to site conditions, the contractor shall be advised of the suspension of delivery at the earliest possible time.

Payment shall be made in full before the work is completed (1) and provided that the contractor shall not accept the contract price.

Statement of Completion

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 the Bidding Authorized Representative.

All envelopes shall:

- a. contain the terms of the contract in all caps in capital letters:

**SUPPLY AND DELIVERY OF FOOD AND BEVERAGE ITEMS FOR VARIOUS
BRAND AND MARKETING THEMED EVENTS**

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

- c. be addressed to PHOENIX's BAC with the following theme:

**BRAND BIDS AND AWARDS COMMITTEE (BBAC)
OF CASINO PHILIPPINE – BRAND SOCIAL
PHILIPPINE AMUSEMENT AND GAMING CORPORATION**

- d. bear the explicit identification of the bidding process, ITS NO. 0003-20-00181A-07, 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 the Envelopes is provided under SECTION IX (Bidding Forms).

6. TECHNICAL COMPONENT Envelopes

Class "A" Documents

Legal Documents

- (a) Valid and updated PHILIPPINE Certificate of Professional Registration and Membership with good-in-good standing in accordance with Section 5.1.2 of the 2016 Revised IRR OF RA 8184 amended through LRRM Resolution No. 18-2021, which states that all of the eligibility documents submitted to PHILIPPINE are verified and updated.

Technical Documents

- (ii) Statement of the completion status of all in progress government and private contracts, including contracts awarded but not yet started, if any, whether either of the parties is retired and compliance to the contract is in full.

The statement of all Ongoing Government and Private contracts shall contain for each contract, the following:

- a. name of the contract
- b. date of the contract
- c. contract number
- d. party's name and address
- e. term of years
- f. amount of contract and value of outstanding contracts
- g. date of delivery (where date indicated term of delivery)

- (iii) Statement of the bidder's Single Largest Completed Contract (SLCC) award to the contract to be bid, containing award flow (A) years prior to the date of the solicitation and number of bids to the contract equivalent to at least fifty percent (50%) of the AEC in the amount of Two Hundred Ten Thousand Pesos (P200,000.00).

The contract A, (A) prior to the contract to be bid should have been completed within two (2) years prior to the deadline for the solicitation and receipt of bids.

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

- (a) name of the contract
- (b) date of the contract
- (c) contract number
- (d) party's name and address
- (e) term of years
- (f) amount of completed contracts awarded by the bidder to (total) awarding (A) a contract prior date, if necessary to comply with the SLCC requirement
- (g) date of delivery (where date indicated term of delivery) and
- (h) end user's completed or official receipt or other proof (B) (B) of the contract which shall be attached to the statement of SLCC.

For purposes of anti-discrimination, bidders are required to attach the entire set of the contract, Mortgage Loan or Memorandum of Agreement to the Government identifying the SLCC.

BIDDERS are also required to include in the statement identifying all in-progress Government and Private Contracts and Statements identifying the SLCC the following information:

- (a) Contract Number and
- (b) Current Name (complete/complete) (either email and address)

- (iii) Original copy of the Security: If in the form of a Security Bond, submit also

a certificate issued by the Insurance Commission;

6.11

Original copy of historical 100 Accounting Declaration; and

- (ii) Consents with the Bureau of Measurements (Bureau);
- (iii) Consents with the Technical Association, which may include professional liability insurance, material requirements, and other insurance policies; and
- (iv) Original duly signed Original Board Minutes (1999) and 7 signed Original Board Minutes of Approval for the incorporation, transfer, business Certificate/Registered Partnership Resolution in case of a company, partnership, or cooperative, or Original Board Minutes of Approval of all members of the joint venture giving full power and authority to its officer to sign the OIR and to act to represent the System.

Remember if the prospective buyer's representative who will attend the Business Plan, Contracting and Partnership Negotiation of this is different from the authorized representative in its business and capacity and all such necessary steps to represent the prospective buyer in the bidding that the prospective buyer can receive the benefits of said representative in the aforementioned areas of administration (e.g., original copy of the duly signed business Certificate/Registered Partnership Resolution for partnership, cooperative, stock and shares) of an active copy of the Original Board of Approval for the incorporation, transfer or partnership.

Available Documents

- (i) The prospective buyer's compilation of Net Financial Contracting Contracts (NFCC).

Buyers must submit a compilation of its NFCC, which must be at least equal to the data in the list.

The minimum amount of the NFCC compilation is at least Five Hundred Twenty Thousand Pesos (P512,000.00).

With a current assets (net assets) (100) minus the value of an outstanding or unexpired contract (100) provide other ongoing contracts, including economic contracts yet to be started (contracted) with the contract to be bid.

The value of the current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of assessing the foreign assets of FIC, the value of the current assets and liquid liabilities shall be based on their audited financial statements prepared in accordance with International Financial Reporting Standards.

3.1.2

A completed List of Assets from a Licensed or Commercial Bank, used at least every 90 days, shall also be filed with the Joint of Supervision, Receipt, Copying and Provisional Registration of Bank, in full or by PDF format.

This procedure shall also be subject to additional requirements, if the bank or other entity is not licensed (FIC) or the bank is not a bank and used at least every 90 days, if owned by a foreign national or commercial bank, it shall be certified or substantiated by a bank licensed or commercial bank.

The amount of the completed list of assets must be at least 10% the total assets of Party Two Thousand Seven (2007) 2,000,000.

Case 4th Alternative

10

Parties, a July 2007 joint venture agreement (JVA) which correctly shall include the responsibility of each of the parties to the contributions to the joint venture. It shall be the joint venture is already in existence.

OR

Each individual statement from all the potential joint venture partners stating that:

- a. They will provide and agree by the provisions of the JVA at the least that the JVA is accurate and
- b. They do not have a JVA in the event of a contract award that is a general or not substantiated and substantiated evidence of the JVA.

Each partner of the joint venture shall submit their respective valid and updated FINTRAC Certificate of Financial Reporting and Identification with 2007/08 period in accordance with the Section 4.3.3 of the Joint Venture (JV) of the 2007/08 period through FINTRAC Reporting for 10-2007, unless that all of its financial statements submitted to FINTRAC are certified and audited.

The submission of financial and financial statements by any of the joint venture partners constitutes compliance. Provided that the partner maintains in force the FINTRAC 2007/08 Reporting under the subject of all of its ongoing contracts and related financial statements.

ii. Financial Statement ENVELOPE

(a) Original of this signed and acknowledged Parental Informed Form

and

(b) Original of this signed and acknowledged Prior Homeless(s)

All financial info (rent and lease prices) will be shared w/ us to see if
it's a good price. VRT Rental/Lease, Lease/Lease Transaction



Section IX. Bidding Forms

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The undersigned do not comply with the eligibility requirements outlined in the F1112.

The undersigned is authorized to submit this bid on behalf of person or firm named as applicant in the attached state fire contract solicitation.

The undersigned has reviewed the bid items and every page of this bid form, including the attached schedule of items, and in a printed or ink signature of the bid.

Name _____

Legal capacity _____

Signature _____

Each signature is valid only if the bid form is signed by _____

Date _____

For Copies (Class/Topic/Almond)

What is submitted with this bid packet is offering price from Almond:

Please specify the required information in the space provided. Do not forget to indicate the "Quantity of Origin" of the goods offered. Any alteration to any of the terms and conditions embodied in the document may result your disqualification except if such alteration or reference is a result of a Significant Market Event.

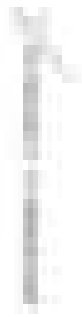
Name of Bidder: _____ Bidder's ID Number: Page _____ of _____

Item	Quantity	Unit	Origin	Quantity of goods to be delivered in accordance with the terms and conditions embodied in the document	Quantity of goods to be delivered in accordance with the terms and conditions embodied in the document	Quantity of goods to be delivered in accordance with the terms and conditions embodied in the document	Quantity of goods to be delivered in accordance with the terms and conditions embodied in the document	Quantity of goods to be delivered in accordance with the terms and conditions embodied in the document	Quantity of goods to be delivered in accordance with the terms and conditions embodied in the document
1	Quantity of Almond (kg) and Storage (kg) for Almond (kg) and Storage (kg)	kg	kg	kg	kg	kg	kg	kg	kg

Reference to the document: _____ in the quantity of goods to be delivered: _____ kg

Quantity of goods to be delivered: _____ kg

Quantity of goods to be delivered: _____ kg



Star Goods Offered From Within the Philippines
[Must be submitted with the bid # Number in offering goods from within the Philippines]

Each bidder, by submitting this bid, hereby certifies that it is not being included in the goods offered. Prospective bidders must also certify that they are submitting this bid in accordance with the terms, conditions, and specifications set forth in the Request for Proposal, including but not limited to, the terms and conditions set forth in the Request for Proposal and the terms and conditions set forth in the Request for Proposal and the terms and conditions set forth in the Request for Proposal.

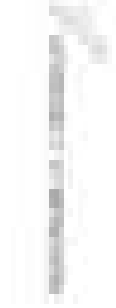
Name of bidder: _____ Address: _____ Page _____ of _____

Item	Description	Quantity	Unit	Price	Remarks	Brand	Model	Serial No.
1	Supply and delivery of 1000 pcs. of Star Goods (1000 pcs. of Star Goods)	1000	pcs.	1000	1000	Star Goods	Star Goods	Star Goods

Signature of the Bidder: _____ Date: _____

duly authorized to sign this bid on behalf of _____
 (Name and address of bidder)

Star Goods (1000 pcs. of Star Goods)



PURCHASE CONTRACT

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

PHILIPPINE AMBASSADOR AND GAMING CORPORATION (PAGCOR), a government-owned and controlled corporation created and existing in virtue of Presidential Decree 1869, as amended, with office address at the INTEGRATED TOURISM OFFICE, New Cebu Hotel Bldg., 24th Cor. Pinar del Rio, Pasay City, Metro Manila, Republic of the Philippines, hereinafter referred to as "PAGCOR";

and

_____, a corporation (or sole proprietorship) duly organized and existing under the laws of the Republic of the Philippines, 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 _____ herein attached as Annex "A", hereinafter referred to as the "SUPPLIER";

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

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Food and Beverages (F&B) for Various Branch and Marketing Themed Events under its New Entertainment Venues, which was approved by the PAGCOR Board of Directors and included in the 2014 Annual Procurement Plan (APP);

WHEREAS, PAGCOR conducted a Competitive Bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its Rules and Regulations and Regulations on July 21, 2014 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the necessary required documents and bid to PAGCOR;

WHEREAS, considering that all the necessary documents submitted by the SUPPLIER are complete;

WHEREAS, the Branch Manager, duly designated on February 11, 2014, approved the award of the contract to the SUPPLIER;

Lot	Quantity	Measurement	Unit Cost	Total Cost

RACON and the SUPPLIER agree that the contract price already includes all SUCCESS COSTS, such as charges levied by the government. The SUPPLIER bears the risk that any one or more of these will be set off the transaction.

The above terms agreed shall be considered as final prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 21 of Republic Act (R.A.) no. 803 and its seven implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation.

3. The SUPPLIER shall complete the supply and delivery of said items based on the Schedule of Requirements, from the date of receipt of the written ORDER of the Office of Procurement, The SUPPLIER shall deliver at the Office of Procurement, Grand Plaza Grand Royal Hotel, Unit, Lungsod, Davao City.
4. RACON shall pay the total amount of _____

100% of the cost of the items delivered subject to RACON's payment in favor of the Inspector and Accounting Officer (IAO) in writing of the items delivered in the PO.	100% equivalent of the cost of the items delivered.
The retention of the items delivered to the last date of the PO, RACON shall the items' maintenance insurance at the IAO, if and when the items and items defects are noted together of a Certificate of No Fault and Latent Defects.	The retention of the cost of the items delivered.

OR

100% of the cost of the items delivered provided that the items delivered are free from defects and items defects and in accordance with the PO, upon the written order from the IAO in writing of the items delivered in the Certificate and upon submission of a final three-month warranty to at least six months (6) of the total contract price value for items (a) items from warranty of the PO.	100% equivalent of the cost of the items delivered.
---	---

5. The SUPPLIER shall complete the supply and delivery of the required quantities within the time agreed by both parties.

Should the SUPPLIER incur delay or late or substantially deliver any or all of the quantities required under the CONTRACT with its unexcused admission, inclusion of any late admission daily penalties, the SUPPLIER shall be liable for liquidated damages equivalent to one tenth (1/10) of the contract price of the cost of the delayed

allocations for each day of delay, including Sundays and holidays, with such penalties are fully waived and assumed by PADDON.

Such liquidated damages shall be paid by the SUPPLIER or deducted from any money due to which may be due to the SUPPLIER, or collected from any amounts received or receivable paid by the SUPPLIER.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PADDON may request or unilaterally terminate the Contract and PADDON shall not be bound to pay the liquidated damages to be paid.

6. In the event that the SUPPLIER fails to comply with its obligations under the Contract, PADDON shall be released from its obligations without prejudice to its right of retention, recovery and damages.
7. In the event that the bills and correspondence sent to the addressee which under the Contract are inappropriate to the transaction, the addressee has no responsibility to re-prepare or return and conditions, or at the option of PADDON through the carrier.
8. The terms or conditions of the Contract shall be deemed waived and no amount of defect between unless such waiver situation is writing and signed by the party affected.
9. The right of assignment under the Contract and of a personal nature are considered waived, may not be assigned or subordinated to another without the written consent of the other party. The Contract or any interest in it may not be assigned without the other written consent of the other party.
10. The Contract consists of the documents and stipulations agreed upon by the parties and shall be deemed amended or extended into same written agreement of both parties.
11. This Contract constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all other oral and written agreements, representations, warranties and understandings of the parties. Any assignment, variation or amendment of this Contract shall be deemed void, unless evidenced in writing by the parties. No waiver of any of the provisions of the Contract shall be deemed, or shall constitute, a waiver of any other provision, whether express or implied, and shall not constitute a continuing waiver. No waiver shall be deemed void, unless in writing and signed by the party making the waiver.
12. The responsibility between the parties shall be limited to the performance of the terms and conditions of the Contract. Nothing herein shall be construed to create a direct relationship between employees or any other representatives between the parties, or to authorize any party to bind the other without an oral and written consent of its express master or agent of another party, or to sue the agent of any party for any damages other than what may have been oral and written consent.
13. The parties, entering for this contract any other claims, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties related to this Contract, to the exclusion of all other courts and forums. This exclusive venue provision shall apply even in case of insurrection, rebellion or

has entered in its website or in such way it seems arising after or by reason of the conclusion of validity of this Contract in its website or in mail.

14. The SUPPLIER hereby further warrants and represents that:

- a. The goods and specifications shall be described in no. 1 of the Contract.
- b. It has gone into the go-toe document in the Binding Conditions, its activity or not and transfer the same with that the Seller has sold free and clear of all liens, encumbrances, interests and adverse claims, of every nature and description.
- c. It will fully defend, protect, indemnify, and hold FACTOR harmless from any and all claims, claims that may be made or any party for the consequences arising from the use of the goods.
- d. The defective goods shall be replaced within (twelve) month for the duration of delivery calendar days from receipt of notice. Upon the SUPPLIER fail to replace the goods within the agreed period, the SUPPLIER shall pay liquidated damages equal to the total (100%) of the purchase price of the cost of the defective goods for every day of delay including Sundays and Holidays, until such corrective are finally delivered and accepted by Purchaser.

Such amount shall be deducted from any further sum, or by which may accrue due to the SUPPLIER or cancelled. Purchaser reserves its warranties issued by the SUPPLIER.

In case the total sum of liquidated damages exceeds the purchase price of the total contract with FACTOR may request or automatically terminates the Contract and reserves appropriate sanctions over and above the liquidated damages in its suit, without prejudice to other sources of action and remedies open to it.

- a. Purchaser accepts its liability for the carriage of the goods during transit. This is the goods will be assumed to have passed to FACTOR only upon receipt and final acceptance of the Goods.
- b. Freight and taxes in full and on time, shall be on an all areas FACTOR is eligible markets.
- c. Vehicle production is manufacturer's liability, in order to ensure that manufacturing defects shall be corrected by the SUPPLIER, a warranty liability shall be assumed from the SUPPLIER for a minimum period of three (3) months from the date of delivery of acceptance of goods.
- d. The obligation for the warranty liability shall be covered by either retention money or a special bank guarantee (amount to at least one percent (1%) of the total contract price).
- e. The total amount shall only be released after the issue of the three (3) months warranty period (100%) the goods installed are free from defect and latent defects and all corrective measures under the contract have been fully met.

15. To guarantee the timely performance of the SUPPLIER under this Contract, I shall post a Performance Security sum in the execution of the Contract, in accordance with any of the following selection:

Form of Participating Security	Amount of Participating Security Percentage of the Total Issued
(a) Cash or Cashier's check (which shall be a check on a Commercial Bank)	
(b) Bank certificate or promissory note of bank issued by a Limited or Commercial Bank. Provided, however, that it shall be certified or authorized by a Limited or Commercial Bank, created by a foreign bank.	Five Percent (5%)
(c) State bank certificate when created issued by a state or national company duly certified by the Insurance Commission or authorized to issue such security specific to the contract contract.	Three Percent (3%)

The Participating Security shall remain valid during the entire contract duration and shall be released only after the issuance of the Certificate of Final Accounting (Certificate of the AP). Provided that PACOP has no claims filed against the contract awarded by the BIDD of INSURANCE contracts and it has no claims for loss and materials filed against the contractor.

IN WITNESS WHEREOF, the parties have signed their respective names on this _____ day of _____, 2021.

**FINAL FILING AND
BIDDING COORDINATION**
TIN: 009-000-000-000

Represented by:

SUPPLIER'S NAME
TIN: _____

Represented by:

Signed in the presence of

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

D.E.A.

**BARCELONA, a Barangay Place No. 004 is one of _____, Province, the
city of _____, DO, province, situated**

NAME

IN HOUSE NAME

_____ (name) is one who is known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page wherein the acknowledgment is written and acknowledged before me that the same is his/her own and voluntary act and deed and that of the Corporation/Non-Profit/religious/other representative.

WITNESSED BY _____ and _____, _____, _____, of the place and on the date first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 20____
MPLC Registration No. _____

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

vs.

SIPOKAL SPO, a Heavy Public Co. and a Co. of _____, Plaintiff, vs.
_____, day of _____, 20____, Defendant.

NAME

IN WITNESS WHEREOF

I, _____, being duly sworn to be the same person who executed the foregoing instrument
declared of _____ pages, including the page wherein the acknowledgment is
written, will acknowledge before me this day and date as written here and certify that
and that said one of the Corporate/State Representative herein represents

WITNESSED my hand and official seal, at the place and on the date first above
written.

Date: No. _____
Page: No. _____
Book: No. _____
Volume: of _____
Notary: _____

Omnibus Oath Statement

REPUBLIC OF THE PHILIPPINES
CITY/MUNICIPALITY OF _____, I.S.D.

AFFIDAVIT

I, NAME OF AFFIANT, of legal age (and NAME Nationality), and residing at ADDRESS OF AFFIANT, who having been duly sworn to corroborate the facts as herein stated and said that:

I. NAME NAME, DATE the other:

If a sole proprietor: I am the sole proprietor or authorized representative of NAME OF ENTITY WITH OFFICE ADDRESS OR ADDRESS OF OFFICE

If a partnership, association, corporation, or joint venture: I am the duly authorized and designated representative of NAME OF ENTITY WITH OFFICE ADDRESS OR ADDRESS OF OFFICE

II. NAME NAME, DATE the other:

If a sole proprietor: As the owner and sole proprietor or authorized representative of NAME OF ENTITY, I have full power and authority to do, execute and perform any and all acts necessary or appropriate, sign the bid, bid to sign and execute the award contract for NAME OF THE PROJECT OF THE [NAME OF THE PROCEEDING ENTITY] as shown in the attached duly completed FORM [NAME OF ENTITY].

If a partnership, association, corporation, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to execute, submit the bid and to sign and execute the award contract for NAME OF THE PROJECT OF THE [NAME OF THE PROCEEDING ENTITY] as shown in the attached duly completed FORM [NAME OF ENTITY] (e.g., duly completed Secretary's Certificate, Incorporation Certificate, or Scholar Power of Attorney, whatever is applicable).

I, NAME OF AFFIANT is not "disqualified" or barred from bidding by the Government of the Philippines or any of its agencies, offices, departments, or Local Government Units, Foreign Investments/Investment Incentives Planning Institute whose bidding rules have been adopted by the Government Procurement Policy Board, as well as by contract, membership, association, affiliation, or controlling interest with another registered person or entity as defined and provided for in the Uniform Guidelines on Bidding.

- d. Each of the documents submitted in satisfaction of the bidding requirements is an ENLARGED COPY OF THE ORIGINAL, COMPLETE, and all statements and information provided therein are true and correct.
- e. Name of Bidder is satisfying the need of the Procuring Entity as its duly authorized representative(s) in early as the documents submitted.
- f. Bidder and Name the need

If a sole proprietorship: The name of sole proprietor is not related to the Head of the Procuring Entity, members of the Bid and Award Committee (BAC), the Technical Working Group, and the BAC Secretary, the head of the Project Management Office of the employer unit and the project consultants by consequence of efforts up to the final bid stage.

If a partnership or corporation: Name of the Officers and members of Name of Bidder is related to the Head of the Procuring Entity, members of the Bid and Award Committee (BAC), the Technical Working Group, and the BAC Secretary, the head of the Project Management Office of the employer unit, and the project consultants by consequence of efforts up to the final bid stage.

If a subsidiary or joint venture: Name of the officials, Officers, and authorized representatives of Name of Bidder is related to the Head of the Procuring Entity, members of the BAC and Award Committee (BAC), the Technical Working Group, and the BAC Secretary, the head of the Project Management Office of the employer unit and the project consultants by consequence of efforts up to the final bid stage.

- f. Name of Bidder complies with existing laws and standards, and
- g. Name of Bidder is aware of and has undertaken the following responsibilities as a bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the bidding Documents;
 - b. Acknowledging all conditions, form of agreement, offering the incorporation of the Contract;
 - c. Making an estimate of the features available and needed for the contract by the Bid Party and
 - d. Insuring or securing Substantive/Other Materials needed for the Name of the Project;
- h. Name of Bidder did not give or pay directly or indirectly, any commission, gratuity, fee, or any form of compensation, monetary or otherwise, to any person or OTHER PERSON or representative of the government in relation to any procurement project or activity;

To its own advantage (BUT NOT WITH INTENT OR FAILURE TO PERFORM OR VIOLATE ANY OF THE OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR) OR SUFFICIENT PROCEEDS TO MAINTAIN CURRENT STATUS FOR BIDDING (BUDGET) OF THE COMMISSIONER OF HEALTH WITH UNREMITTENT OR AVOIDANCE OF OBLIGATIONS THROUGH MISAPPROPRIATING OR OTHERWISE ELSE INCURRED INCURRED BY A PERSON OR ENTITY UNDER AN OBLIGATION EXERCISE THE RIGHT TO DENY OFFER, GOODS OR SERVICES, OR THE PROVISIONS OF THE BUDGET AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES PROVIDED IN ARTICLE 218 OF RA 9163, (2014) AN AMENDMENT OF THE PHILIPPINE PENAL CODE.

I HEREBY CERTIFY THAT THE ABOVE IS TRUE AND CORRECT AND MY HAND THIS ____ DAY OF _____ 20____ AT _____ PROVINCE.

 Signature

 Name

WITNESSED AND SIGNED in before me this ____ day of _____ (year) at _____ (place of execution), Philippine. I, Officer _____, a duly sworn and licensed _____ OFFICER by the through competent evidence of identity as declared in the prior return of the said Officer (RA No. 9163 (2014)) Officer subjected to the Officer (right type of government identification card issued), with proper identification and signature appearing thereon with me _____ (Name of) _____ at _____.

Witness my hand and seal this ____ day of _____ (year).

NAME OF NOTARY PUBLIC _____
 Rank No. of Commission _____
 Notary Public for _____ (City)
 No. of Assembly No. _____
 PTA No. _____ (None issued) (Other issued) _____
 AFP No. _____ (None issued) (Other issued) _____
 MAIL CONTACT NO. _____

Date: _____
 Page No: _____
 Book No: _____
 Name of _____

Blank Guarantee Form for Advance Payments

TO: STATE AND COUNTY OF MISSISSIPPI
STATE OF MISSISSIPPI

Guarantee under Contract

IN ADDITION TO the payment provisions included in the General Conditions of CONTRACT, WORK AND SCOPE OF SUPPLIED SPECIFICATIONS under the Supplier's work under the CONTRACTED ENTITY a work guarantee is guaranteed to protect and fulfill performance under the work portion of the Contract in an amount of (amount of guarantee in figures and words)

XX. The State or County (hereinafter, as indicated by the Supplier, State or County) is irrevocably and jointly liable to guarantee as primary obligor and not as surety under the payment to the CONTRACTED ENTITY up to the amount advanced without withdrawal right of objection on our part and without to the State or the County, in the amount not exceeding payment of guarantee of (figure and words)

XXI. Neither State nor County change or addition to or other modification of the terms of the CONTRACT TO BE CONTRACTED HEREUNDER or of any of the General Conditions which may be made between the CONTRACTED ENTITY and the Supplier shall in any way release us from any liability under the CONTRACT, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect with the State of the advance payment received by the Supplier under the Contract with State.

Yours truly,

Signature and seal of the Guarantor

(Name of State or County (hereinafter))

(Title)

(Date)

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES

CITY OF _____ | B.B.

**BID SECURING DECLARATION
Project Identification No.: (Insert number)**

To: (Insert name and address of the Procuring Entity)

Note: The undersigned, declares that:

1. I/We understand that, according to your conditions, bids must be secured by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We declare that: (a) I/we will be immediately disqualified from bidding for any procurement contract with you (including with you for a period of two (2) years commencing at your Bidding Order) and, (b) I/we will pay the applicable fine provided under Section 2 of the Rules on the Use of Bid Securing Declaration, within three (3) days from receipt of the actual amount by the procuring entity for the forfeiture of bids resulting to the award of the bid securing declaration after deducting P5,000, P4.5, 40.1 and P5.1 amount to 1% of the bid at the bid site, P100, without prejudice to other legal action the government may institute.
3. I/We understand that the Bid Securing Declaration shall lapse in its full or the following circumstances:
 - a. I/we withdraw of the bid security amount in any manner deemed proper by your office;
 - b. I/we are declared ineligible or disqualified upon receipt of your notice to stop work and, (i) have failed to timely file a request for reinstatement or (ii) have filed a request to bid if said right exist;
 - c. I/we are declared the winner with the lowest bid; (i) the Bid Securing Declaration has become unenforceable and terminated with the Bid; and (ii) have been awarded the procurement contract and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand and _____ day of _____ (month) (year) at _____ (city/province).

BIDDER/DECLARANT (or Authorized Representative)
(Print Name and Designation)
BIDDER

SUBSCRIBED AND SWORN to before me this _____ day of (month) (year) at (place of execution), (Address) (State) (County) (City) (State) and was well identified by me through competent evidence of identity as defined in the 2024 Texas or Federal Process (A.M. No. 14-01-19-01). Affiants appeared to me under their true name of government identification said name, with proper photographs and signature. (Affiant's Name) with me _____ (Signed on _____ at _____)

Witness my hand and seal this _____ day of (month) (year)

NAME OF NOTARY PUBLIC

State No. of Commission _____
Notary Public for _____ (State) _____
Notary of (State) No. _____
E-File No. _____ (State (Country) (County) (City))
ID# No. _____ (State (Country) (County) (City))
NCLB Compliance No. _____

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

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Kindly supply the required information in the manner indicated.

Name of Firm: _____ (Indicate in the manner) Page _____ of _____

General Contract	Year of the Contract	Contract Period	Contract Value (Indicate)	Contract Status (Indicate)	Year of Award	Contract Value (Indicate)	Contract Status (Indicate)	Contract Value (Indicate)
Contracted								
Not Contracted								

Signature of the Authorized Person (In the manner of **Person** indicate position of Authorized Person)

Duly authorized to sign this form on behalf of _____
(Please indicate name of company)

NOTE:

The attached statement should include those contracts awarded but not yet started.

Further details should include "Name" of the Company/Contractor and/or other Contract if they do not have any on-going government or public works contracts in the country. This should include contracts awarded but not yet started, whether under or not under in value and completely in the contract in the year.

Statement of the Annual Learning Community Contract

Kindly provide the required information in the spaces provided.

Name of School _____, Location in the District, Page _____ of _____

Number of Students	Date of the Meeting	Learning Objectives	Teacher's Name and Address	School Name and Contact Details (Please Use the reverse side of the sheet)	Date of Issue	Date of Review by the School or the District (If possible, it should be done in writing by the LCC members)	Date of Review (Date of Issue)

Signature of the Authorized Person in the capacity of _____ (Please indicate name of authority of institution (Part 1))

Only statement to sign this for and on behalf of _____ (Please indicate name of authority)

Notes:

Indicate what authority will verify a copy of the statement's acceptance or refusal (school, or union, trustee).

MPCG Certification

Client warrants the provided information is the source provided.

Name of Buyer: _____ ITB No. _____

Page _____ of _____

Approved Budget for the Contract Item

Four Hundred Twenty Thousand Four (Rp 420,000,000) V&T, including, net of
related Transaction

DESCRIBE	AMOUNT
Client Name	
	Office
Contract Number Reference of Budget Account and Location	
	Budgeted to
Total (Fixed)	Rp
	Rp
Total value of submitted invoice including those awarded and not yet billed Total of the submitted	

Signature of the Authorized Person
of Authorized Buyer

for the account of ITB/other system provider

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

DIAGRAM FOR THE SEALING AND MARKING OF BIDS

