



**SUBIC BAY**  
METROPOLITAN AUTHORITY

**BIDS AND AWARDS COMMITTEE  
FOR GOODS AND SERVICES**

**BIDDING DOCUMENTS**

FOR THE

**CATERING SERVICES FOR VARIOUS  
SUBIC BAY METROPOLITAN  
AUTHORITY ACTIVITIES AND EVENTS  
(LOT B) 2<sup>ND</sup> BIDDING**

**SBMA-BAC-GOODS-IB-07-23(2)**

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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

# CATERING SERVICES FOR VARIOUS SUBIC BAY METROPOLITAN AUTHORITY ACTIVITIES AND EVENTS (LOT B) 2<sup>nd</sup> BIDDING

The **Subic Bay Metropolitan Authority (SBMA)**, through the **Corporate Budget Approved by the Governing Board for 2023** intends to apply the sum of **One Million One Hundred Thirty-Three Thousand Pesos (Php 1,133,000.00) Exclusive of VAT and other taxes** being the ABC to payments under the contract for:

Lot No.	Description	Approved Budget for the Contract (ABC)
B	Public Health and Safety Department and Public Relations Department	Php 1,133,000.00

**Catering Services for Various Subic Bay Metropolitan Authority Activities and Events (Lot B) 2<sup>nd</sup> Bidding/SBMA-BAC-GOODS-IB-07-23(2).** Bids received in excess of the ABC shall be automatically rejected at bid opening.

The **Subic Bay Metropolitan Authority (SBMA)** now invites bids for the above Procurement Project. Services to be rendered for **One (1) year from the effective date indicated in the Notice to Proceed.** Bidders should have completed **a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC per lot within Five (5) years from the date of submission and receipt of bids.** The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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.

Prospective Bidders may obtain further information from **Subic Bay Metropolitan Authority (SBMA)** and inspect the Bidding Documents at the address given below **during Monday – Friday, 8:00 a.m. 5:00 p.m., except Saturday and Sunday and non-working holidays.**

A complete set of Bidding Documents may be acquired by interested Bidders on **September 14, 2023 until 12:00 n.n. of October 5, 2023** from the given address and website(s) below



and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Two Thousand Five Hundred Pesos (Php2,500.00)**.

The **Subic Bay Metropolitan Authority** will hold a **PRE-BID CONFERENCE** on **2:00 p.m., September 22, 2023** at the **PPMD Conference Room, Room 201, Bldg. 255 Barryman Road, Subic Bay Freeport Zone** and or through this link: <https://meet.google.com/yif-mogf-mwx> for online access via Google Meet which shall be open to prospective bidders

**BIDS MUST BE DULY RECEIVED** by the BAC Secretariat through **MANUAL SUBMISSION** at the office address indicated below, **on or before 2:00 p.m., October 5, 2023**. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

**BID OPENING** shall be on **2:00 p.m., October 5, 2023** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The **Subic Bay Metropolitan Authority** 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.

For further information, please refer to:

**Girlie M. Manla-Paterno**  
Rm. 201, Bldg. 255, Barryman Rd.,  
Subic Bay Freeport Zone 2222  
[bac@sbma.com](mailto:bac@sbma.com)  
Tel. No. (047) 252-4230  
Fax No. (047) 252-4284  
[www.mysubicbay.com.ph](http://www.mysubicbay.com.ph)

You may visit the following websites:

For downloading of Bidding Documents: [www.mysubicbay.com.ph/bids](http://www.mysubicbay.com.ph/bids)

**September 14, 2023**

**ATTY. JOHN V. AQUINO**  
BAC Chairperson

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Subic Bay Metropolitan Authority* wishes to receive Bids for the **CATERING SERVICES FOR VARIOUS SUBIC BAY METROPOLITAN AUTHORITY ACTIVITIES AND EVENTS (LOT B) 2<sup>nd</sup> Bidding** with identification number **SBMA-BAC-GOODS-IB-07-23(2)**.

The Procurement Project (referred to herein as "Project") is composed of:

Lot No.	Description	Approved Budget for the Contract (ABC)
B	Public Health and Safety Department and Public Relations Department	Php 1,133,000.00

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 *year 2023* in the amount of **One Million One Hundred Thirty Three Thousand Pesos** (Php 1,133,000.00) Exclusive of VAT and other taxes.

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

## 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:  
  
For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **September 22, 2023, 2:00 p.m.** at the **PPMD Office, Rm. 201, Bldg. 255, Barryman Road, Subic Bay Freeport Zone** and through video conferencing. The scheduled meeting may be accessed thru this link: <https://meet.google.com/yif-mogf-mwx> for online access via Google Meet.

## 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 *ten (10) 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 until One Hundred Twenty (120) calendar days from the date of Opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid,

which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows: One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.



## ***Section III. Bid Data Sheet***

## Bid Data Sheet

<b>ITB Clause</b>							
1	The Procurement Project referred to herein as “ <b>Catering Services for Various Subic Bay Metropolitan Authority Activities and Events (Lot B) 2<sup>nd</sup> Bidding/SBMA-BAC-GOODS-IB-07-23(2)</b> ” is composed of the details of which are described in Section VII (Technical Specifications).						
2	<p>The Funding Source is: The Government of the Philippines (GOP) through <i>the Corporate Budget for the contract approved by the governing Board for 2023</i> in the amount of <b>One Million One Hundred Thirty Three Thousand Pesos (Php 1,133,000.00) Exclusive of VAT and other taxes.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Approved Budget for the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">B</td> <td>Public Health and Safety Department and Public Relations Department</td> <td style="text-align: center;">Php 1,133,000.00</td> </tr> </tbody> </table>	Lot No.	Description	Approved Budget for the Contract (ABC)	B	Public Health and Safety Department and Public Relations Department	Php 1,133,000.00
Lot No.	Description	Approved Budget for the Contract (ABC)					
B	Public Health and Safety Department and Public Relations Department	Php 1,133,000.00					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. The definition or description of similar contracts shall refer to <b>Any provision of Catering Services.</b></p> <p>b. Bidders should have completed, <b>a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC per lot within Five (5) years from the date of submission and receipt of bids.</b></p>						
7.1	Sub-Contracting is not allowed.						
8	<p>Pre-Bid conference for this Project on</p> <p style="text-align: center;"><b>September 22, 2023, 2:00 p.m. at PPMD Office, Rm. 201, Bldg. 255, Barryman Road, Subic Bay Freeport Zone.</b></p> <p style="text-align: center;">The scheduled meeting may also be accessed through this link: <a href="https://meet.google.com/yif-mogf-mwx">https://meet.google.com/yif-mogf-mwx</a> for online access via Google Meet.</p>						
12	<p>The price of the Goods shall be quoted DDP at</p> <p style="text-align: center;"><b>Planning and Development Office, Subic Bay Metropolitan Authority(SBMA) 2F Building 662, Taft Avenue Subic Bay Freeport Zone Tel. No. (047)-252-4463/4053</b></p>						

	or the applicable International Commercial Terms (INCOTERMS) for this Project.																	
12.1	Per its Certificate of Registration with the Bureau of Internal Revenue (BIR), the SBMA is a NON-VAT taxpayer.																	
13.2	Payment in the contract price shall be made in Philippine Pesos.																	
14.1	<p>Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:</p> <table border="1"> <thead> <tr> <th rowspan="2">LOT</th> <th rowspan="2">ITEM/DESCRIPTION</th> <th rowspan="2">Bid Securing Declaration</th> <th colspan="2">BID SECURITY</th> </tr> <tr> <th>Two percent (2%) of the ABC if</th> <th>Five percent (5%) of the ABC if</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>           - Cash,            Cashier's/Manager's Check issued by a Universal or Commercial Bank; <u>OR</u>             - Bank Draft/guarantee 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.         </td> <td>           - Surety Bond callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such instruments.         </td> </tr> <tr> <td>B</td> <td>HRMD Major Events</td> <td>No required percentage</td> <td>Php22,660.00</td> <td>Php56,650.00</td> </tr> </tbody> </table>	LOT	ITEM/DESCRIPTION	Bid Securing Declaration	BID SECURITY		Two percent (2%) of the ABC if	Five percent (5%) of the ABC if				- Cash, Cashier's/Manager's Check issued by a Universal or Commercial Bank; <u>OR</u>  - Bank Draft/guarantee 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.	- Surety Bond callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such instruments.	B	HRMD Major Events	No required percentage	Php22,660.00	Php56,650.00
LOT	ITEM/DESCRIPTION				Bid Securing Declaration	BID SECURITY												
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			- Cash, Cashier's/Manager's Check issued by a Universal or Commercial Bank; <u>OR</u>  - Bank Draft/guarantee 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.	- Surety Bond callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such instruments.														
B	HRMD Major Events	No required percentage	Php22,660.00	Php56,650.00														
14.2	The Bids and Bid Security shall be valid until <b>One Hundred Twenty (120)</b> calendar days from the date of Opening of Bids.																	
15	<div style="display: flex; justify-content: space-around;"> <span>ORIGINAL</span> <span>COPY NO. 1</span> <span>COPY NO. 2</span> </div> <p>Each Service Provider shall submit <b>one (1)</b> original and <b>two (2)</b> copies of the first and second components of its bid.</p> <p>The duplicate - i.e. Copies 1 and 2, must include the same documents as that of the original set of documents. In case, however, a Service Provider opts to</p>																	

	<p>submit <b>cash</b> as bid security, Copies 1 and 2 need not contain photocopies of the same.</p> <p><b>Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the Service Provider or its duly representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</b></p>
16	<p>The address for submission of bids is:</p> <p style="text-align: center;"><b>SUBIC BAY METROPOLITAN AUTHORITY (SBMA) BIDS AND AWARDS COMMITTEE (BAC) GOODS AND SERVICES PPMD Office, Rm. 201, Bldg. 255, Barryman Road Subic Bay Freeport Zone</b></p> <p>The deadline for submission of bids is <b>2:00 p.m., October 5, 2023</b></p> <p style="text-align: center;"><b>LATE BIDS SHALL NOT BE ACCEPTED.</b></p>
17	<p>The place of bid opening is:</p> <p style="text-align: center;"><b>SUBIC BAY METROPOLITAN AUTHORITY (SBMA) BIDS AND AWARDS COMMITTEE (BAC) GOODS AND SERVICES PPMD Office, Rm. 201, Bldg. 255, Barryman Road Subic Bay Freeport Zone</b></p> <p>The date and time of bid opening is: <b>2:00 p.m., October 5, 2023</b></p>
19.4	One Project having several items that shall be awarded as one contract.
20.2	<p>The Service Provider shall submit Certified True Copy of the following documents filed and paid using the Electronic Filing and Payment System (EFPS):</p> <ol style="list-style-type: none"> <li>a. 2022 INCOME TAX RETURN (with proof of payment) – refer to the latest ITR (BIR Form No. 1702 for Corporation and Partnership) for the Calendar Year 2021; and</li> <li>b. BUSINESS TAX RETURNS (with proof of payment) – refers to the: Value Added Tax Return (Monthly-BIR Form No. 2550-M; Quarterly-BIR Form No. 2550-Q) (for verification of TWG);</li> </ol> <p>Note:</p> <ul style="list-style-type: none"> <li>• The latest income and business tax returns are those within the last six months preceding the date of bid submission.</li> </ul>

	<p>The Income tax and Business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS) and paid through EFPS or any authorized bank agent.</p> <p>c. The Service Provider must have a valid <b>Sanitary and Health Permit</b> issued by the Local Government Unit or the Public Health and Safety Department for which the Service Provider is based.</p>
--	---

## ***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. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

**5. Warranty**

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

**6. Liability of the Supplier**

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

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



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

## Special Conditions of Contract

GCC Clause	
1	<p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is:</p> <p style="text-align: center;"><b>VICENTE A. EVIDENTE JR.</b>            Department Manager III, Planning and Development Office            Subic Bay Metropolitan Authority (SBMA)            2F Building 662, Taft Avenue            Subic Bay Freeport Zone            Tel. No. (047)-252-4463/4053</p> <p><b>Incidental Services –</b>            Supplier/Service provider must be able to satisfy the following requirements:</p> <ol style="list-style-type: none"> <li>1. Supplier/Service Provider should have completed, within the last five (5) years from the date of submission and receipt of bids, a single contract similar to the projects equivalent to at least twenty-five percent (25%) of the ABC.</li> <li>2. The Supplier/Service Provider's base of operation must be within contiguous area of the Subic Bay Freeport Zone and the provinces of Zambales, Bataan, Pampanga and Bulacan.</li> <li>3. Supplier/Service Provider must be able to provide timely delivery service (30 minutes before the start of the activity) at any point in the Subic Bay Freeport Zone.</li> <li>4. Sub-contracting is not allowed in the catering of meals whether be it buffet service or packed meals.</li> <li>5. Supplier/Service Provider was able to provide catering service within the last five (5) years at least twenty-five percent (25%) of the expected participants/attendees per activity/event.</li> </ol> <p><b>I. ENVIRONMENT COMPLIANCE REQUIREMENT</b></p> <ol style="list-style-type: none"> <li>1. Supplier/Service Provider must comply with the environmental policy of the Subic Bay Metropolitan Authority.</li> <li>2. Supplier/Service Provider is able to provide vegetarian meals and/or halal foods as required by attendees.</li> <li>3. Supplier/Service Provider shall use recycled materials, and shall eliminate the use of non-essential disposable products like plastic bags, single use utensils and others.</li> <li>4. Requires the use of energy saving lights and appliances.</li> </ol>

**II. SANITARY PERMIT**

1. The Service Provider must have a valid Sanitary and Health Permit issued by either the Public Health and Safety Department of the Subic Bay Metropolitan Authority or by the Local Government Unit for which the Service Provider has an established business.

**III. DATE OF ACTIVITY and ATTENDEES**

1. Date and Participants of the activity may vary as determined by the end user. The end user shall inform the service provider on the date and number of participants at least seven (7) days before the activity.
2. The Service Provider will be notified of any cancellation of a meeting or related activity such as seminars and training at least five (5) days before the activity. *In case of cancellation on the day of the schedule activity whether due to the decision of the end user or force majeure all computed cost relative to that said activity shall be shouldered by the Agency.*
3. Venues and conference areas are subject to its availability as certified by the Service Provider. In case unavailability of the venue on the proposed date the end user may opt to choose a new venue or other available schedule.
4. Estimated number of meetings / activities or participants may increase or decrease depending on the requirement of the end user.
5. The End-user may utilize the budget intended for one activity to another activity but must not exceed the total amount of the Lot.

**IV. LOTS**

**LOT B (Public Health and Safety Department, Public Relations Department)**

**Specification of Requirements**

- a. Service Provider must submit a selection of menu for the end-user's evaluation purposes.
- b. For Lunch and must include two (viands) of either pork, chicken, beef, fish or vegetable dish, rice or fried rice & Beverage. For Snacks upon request and approval of the End-user.
- c. Meals should be packed in an eco-friendly (non-plastic, non-styro) container, with fork and spoon and beverage.
- d. Service Provider shall be notified on the delivery time and venue at least one (1) week prior to the scheduled event.

	Department	EXPECTED ACTIVITIES	EXPECTED NUMBER TO BE CONDUCTED IN 2023	EXPECTED NUMBER OF PARTICIPANTS	MEAL AMOUNT	TOTAL AMOUNT
	PUBLIC HEALTH AND SAFETY DEPARTMENT	BASIC LIFE SUPPORT & FIRST AID	32	30	500	480000
		SKILLS INVENTORY	4	30	500	60000
		AED ORIENTATION	4	15	500	30000
		ORIENTATION ON BASIC SANITATION FOR FOOD HADLERS FOR SBMA EMPLOYEES	2	25	500	25000
		BOSH ORIENTATION	10	20	500	100000
		HEALTH AND AWARENESS PROGRAM	22	30	500	330000
	PUBLIC RELATIONS DEPARTMENT	INFORMATION AND EDUCATION CAMPAIGN	12	50	180	108,000
	<b>TOTAL</b>				<b>1,133,000.00</b>	
2.2	<b>PAYMENT TERMS</b>					
	<p>Payment terms are based on a progressive billing where in the Service Provider shall be paid within thirty (30) days upon receipt of the Billing Statement and Certificate of Completion with Attendance of either monthly or on a quarterly basis or upon request by the service provider.</p> <p><i>Please note that the total ABC per lot need not be fully utilized by the end user as utilization will depend on the approval of activities.</i></p>					
6	<b>a. Anti-Bribery Clause</b>					
	<p>“Supplier has not made and will not make any offer, promise to pay or authorization of the payment of money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be ground for immediate termination of this Contract.”</p>					

**b. Assignment Clause**

“Supplier shall not assign this Contract or sub-contract the performance of any portion of it, without the SBMA’s prior written consent. Prior to the assignment or subcontracting and the approval by SBMA thereof, Supplier must disclose to SBMA the name of the assignee/s or subcontractor/s who/which should have written agreement/s with Supplier indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with all the terms and conditions of this Contract, as may be applicable; (ii) that the term of the assignment/subcontract shall not exceed the term of this Contract; and (iii) the detailed terms of the assignment/subcontract.”

**c. Stipulation on payment of taxes pursuant to Section 3 of Executive Order No. 398 (EO 398) which states:**

To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:

- a.) Supplier shall pay taxes in full and on time.

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

## ***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.

Lot No.	Description	Quantity	Total	Delivered, Weeks/Months
B	<b>PUBLIC HEALTH AND SAFETY DEPARTMENT, AND PUBLIC RELATIONS DEPARTMENT</b>	1	1	Within <b>ONE(1) year</b> from the effective date indicated in the Notice to Proceed.
***NOTHING FOLLOWS***				

**I hereby certify to comply and deliver all the above requirements in accordance with the above stated schedule.**

\_\_\_\_\_

*[Signature over Printed Name]*

\_\_\_\_\_

*[in the capacity of/Position/Designation]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

*[Service Provider's Company Name]*

## ***Section VII. Technical Specifications***

# Technical Specifications

## Statement of Compliance

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. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidder’s 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.

Item	Specification	State “COMPLY” / “NOT COMPLY” and indicate brand/description/remarks	Please cross-refer to page/tab/index no. of attached printed (and CD format, if applicable) literatures:
Lot B	<b>Public Health and Safety Department, and Public Relations Department</b>		
	<p><i>Specification of Requirements</i></p> <ul style="list-style-type: none"> <li>a. Menu to be served must be pre-approved or selected by the end-user.</li> <li>b. Lunch only and must include two (2) viands (1 serving of meat dish: pork, chicken, beef, and 1 serving of vegetable dish), 1 cup of rice or fried rice (for breakfast meals) &amp; 1 350ml bottled water</li> <li>c. Meals should be packed in an eco-friendly (non-plastic, non-styro) container, with fork and spoon and beverage.</li> <li>d. Service Provider shall be notified on the delivery time and venue at least one (1) week prior to the scheduled event.</li> </ul>		

**I hereby certify that the statement of compliance to the foregoing technical specifications as well as concurrence to the entirety of this documents are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.**

\_\_\_\_\_  
[Signature over Printed Name]

\_\_\_\_\_  
[in the capacity of/Position/Designation]

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_  
[Service Provider’s Company Name]



***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

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

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### 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; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (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 Technical Specifications which include production/delivery schedule; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate 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.

#### Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### **Class "B" Documents**

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

#### Other documentary requirements under RA No. 9184 (as applicable)

- (i) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

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

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**Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

---

**BID FORM**

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

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price *excludes the cost of Value Added Tax (VAT) and other taxes or such other sums as may be ascertained*, 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.

*We further acknowledge that our failure to indicate that the aforementioned bid amount offered is exclusive of VAT and other taxes shall result to a presumption that the bid amount being offered is inclusive of VAT and other taxes.*

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: \_\_\_\_\_

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ 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)

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

---

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ 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 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)

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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



**Contract Agreement Form for the Procurement of Goods (Revised)**  
***[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]***

---

**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently**

**required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]  
[Insert Signatory's Legal Capacity]

[Insert Name and Signature]  
[Insert Signatory's Legal Capacity]

for: [Insert Procuring Entity]

for: [Insert Name of Supplier]

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

---

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 GPPB Resolution No. 16-2020, dated 16 September 2020 Page 31 of 39 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 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, local or otherwise, affecting the implementation of the Contract;

c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and

d. Inquiring or securing 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.

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## BANK GUARANTEE FORM FOR ADVANCE PAYMENT

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To: *Subic Bay Metropolitan Authority  
Bldg. 229, Waterfront Rd.  
Subic Bay Freeport Zone 2222  
[CATERING SERVICE FOR VARIOUS SBMA ACTIVITIES AND EVENTS(2<sup>nd</sup>  
BIDDING)/SBMA-BAC-GOODS-IB-07-23(2)]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **2** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the SUBIC BAY METROPOLITAN AUTHORITY 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 SUBIC BAY METROPOLITAN AUTHORITY 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 SUBIC BAY METROPOLITAN AUTHORITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

**Bid Securing Declaration Form**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

---

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**

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR  
IN NATURE**

Business Name: \_\_\_\_\_  
(Indicate only one)

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Client	Date of the Contract	Kinds of Goods/ Services	Amount of Contract	Date of Delivery	Date of End-user's Completion/ Acceptance or Official Receipt

**Instructions:**

1. Cut-off date is **Submission/Opening of Bids**;
2. Similar contract shall refer to **[insert similar project description]**; and
3. This statement must be supported with:
  - a) Contract/Purchase Order (with Notice to Proceed, if applicable); and
  - b) Certificate of Completion/Acceptance, Certificate of Satisfactory Performance and Official Receipt.

\_\_\_\_\_  
[Signature over Printed Name]

\_\_\_\_\_  
[in the capacity of/Position/Designation]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
[Service Provider's Company Name]



**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS  
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Client	Date of the Contract	Kinds of Goods/ Services	Value of Outstanding Contracts	Actual/Estimated Date of Delivery
<b><u>Government</u></b>				
<b><u>Private</u></b>				

**\*Instructions:**

- a) State **all** ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of **Submission/Opening of Bids**;
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term;
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC);

\_\_\_\_\_  
[Signature over Printed Name]

\_\_\_\_\_  
[in the capacity of/Position/Designation]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
[Service Provider's Company Name]

# JOINT VENTURE AGREEMENT

---

**KNOW ALL MEN BY THESE PRESENTS:**

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ City, Philippines by and among:

\_\_\_\_\_, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office \_\_\_\_\_ address \_\_\_\_\_ at \_\_\_\_\_,

represented by its \_\_\_\_\_, \_\_\_\_\_ hereinafter referred to as "\_\_\_\_\_";

-and-

\_\_\_\_\_, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office \_\_\_\_\_ address \_\_\_\_\_ at \_\_\_\_\_,

represented by its \_\_\_\_\_, \_\_\_\_\_ hereinafter referred to as "\_\_\_\_\_";

-and-

\_\_\_\_\_, a foreign corporation duly organized, registered and existing under and by virtue of the laws of \_\_\_\_\_ with office \_\_\_\_\_ address \_\_\_\_\_ at \_\_\_\_\_,

represented by its \_\_\_\_\_, \_\_\_\_\_ hereinafter referred to as "\_\_\_\_\_";

-and-

(Henceforth collectively referred to as the "**Parties**")

**WITNESSETH: That**

**WHEREAS**, the Subic Bay Metropolitan Authority (SBMA) has recently published an Invitation to Bid for the Supply and Delivery of \_\_\_\_\_ for the \_\_\_\_\_;

**WHEREAS**, the parties have agreed to pool their resources together to form the "\_\_\_\_\_ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of SBMA;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

## **ARTICLE I**

### **ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “ \_\_\_\_\_ ”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of Business at \_\_\_\_\_

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with SBMA and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favour of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to SBMA, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination.

## **ARTICLE II**

### **PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to conducted by the SBMA Bids and Awards Committee for the supply and delivery of \_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to SBMA, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III**

**SOLDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the SBMA, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV**

**CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_ (Php \_\_\_\_\_) to support the financial requirements of the Joint Venture, in the following proportion:

A. – Php \_\_\_\_\_

B. – Php \_\_\_\_\_

TOTAL Php \_\_\_\_\_

Additional Contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, \_\_\_\_\_ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec. 1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V**

**MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Service Providers, Supplemental Bid Bulletin, and other bidding documents issued by the SBMA in relation to the contract

described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law – This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the \_\_\_\_\_, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

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

Signed in the Presence of:

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

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.  
PROVINCE OF ( \_\_\_\_\_ )  
*in the case of Municipality*

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_\_,

*Indicate also the Province in the case of Municipality*

this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared the following:  
*month and year*

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporations(s) they represent

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgment is written, and signed by the parties and their instrumental witnesses.

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

\_\_\_\_\_  
(Notary Public)

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_  
IBP \_\_\_\_\_

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

**Note:** The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II of the 2004 Rules on Notarial Practice. "Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, Senior Citizen card, Overseas Workers Welfare Administration (OWWA) ID, Overseas Filipino Worker (OFW ) ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

**PROFORMA LETTER FOR WITHDRAWAL OF DOCUMENTS**  
**SUPPLIER'S LETTERHEAD**

\_\_\_\_\_

Date

**ATTY. JOHN V. AQUINO**  
**Chairperson**  
**Bids and Awards Committee**  
**Subic Bay Metropolitan Authority**  
**Subic Bay Freeport Zone**

Dear Sir:

This has reference to Public Bidding No. **SBMA-BAC-GOODS-IB-07-22(2)** for **[CATERING SERVICES FOR VARIOUS SUBIC BAY METROPOLITAN AUTHORITY ACTIVITIES AND EVENTS (LOT B) 2<sup>ND</sup> BIDDING]**.

\_\_\_\_\_(Name of Company)\_\_\_\_\_ respectfully requests for the following:

- ( ) Withdrawal of Bid Submissions
  - ( ) Refund of Bid Security
- (Attached is a photocopy of the SBMA Official Receipt)

It is understood that \_\_\_\_\_ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

\_\_\_\_\_

**Authorized Signatory for the Company**

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)  
COMPUTATION**

- A. Current Assets : Php \_\_\_\_\_
- B. Current Liabilities : \_\_\_\_\_
- C. Project Costs (1+2) : \_\_\_\_\_
  - 1) *Outstanding of Ongoing* : \_\_\_\_\_
  - 2) *To Be Started* : \_\_\_\_\_

NFCC = **Php** \_\_\_\_\_  
 [(Current Assets\* *minus* Current Liabilities\*\*) x (15)] **minus** Project Costs\*\*\*

\*Current Assets = Item A

\*\*Current Liabilities = Item B

\*\*\*[Project Costs = the value of all outstanding works or uncompleted portions of projects under ongoing contracts (Item C.1) including awarded contracts yet to be started coinciding with the contract for this Project (Item C.2)].

Prepared by:

\_\_\_\_\_  
 Authorized Company Representative

Certified Correct by:

\_\_\_\_\_  
 Senior Company Officer/Proprietor

***N.B. Must be based on the latest Audited Financial Statement filed with the BIR.***



## AUTHORITY OF SIGNING OFFICIAL: CORPORATION

### SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, of legal age, Filipino, with office address at \_\_\_\_\_,  
(Name of the Corporate Secretary) (Complete Office Address)

after having sworn in accordance with law, hereby depose and say as follows:

1. That I am the duly elected Corporate Secretary/Assistant Corporate Security of \_\_\_\_\_  
(Name of Service Provider)

(hereinafter referred to as the "Service Provider", a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at \_\_\_\_\_;  
(Complete Office Address)

2. That I am the custodian of the corporate books and records of the Service Provider, including the Minutes and Resolutions of its Board of Directors;

3. That at the Regular/Special Meeting of the Board of Directors of the Service Provider held on \_\_\_\_\_,  
during which

(Date)

a quorum was present and acted throughout, the following resolution was unanimously approved:

(Resolution No. \_\_\_\_\_)

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to  
(Name of Service Provider)

participate in the bidding of \_\_\_\_\_  
(Project Name)

by the Subic Bay Metropolitan Authority; and that if awarded the said Contract shall enter into a contract with the Subic Bay Metropolitan Authority; and in connection therewith hereby appoints

\_\_\_\_\_, acting as the duly authorized and  
(Name of Service Provider's Representative)

Designated representative of \_\_\_\_\_ and granted full power and authority to  
(Name of Service Provider)

do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_  
(Name of Service Provider)

in the said bidding as fully and effectively as the \_\_\_\_\_  
(Name of Service Provider)

might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof; RESOLVED FURTHER THAT, the Board hereby authorizes its

\_\_\_\_\_ to:

1. execute a waiver of jurisdiction whereby the \_\_\_\_\_ hereby submits  
(Name of Service Provider)

itself to the jurisdiction of the Philippine government and hereby waive sits right to question the jurisdiction of the Philippine courts;

2. execute a waiver that the \_\_\_\_\_ shall not seek and obtain writ  
(Name of Service Provider)

of injunctions or prohibition or restraining order against the **Subic Bay Metropolitan Authority** or any other government agency in connection with this Contract to prevent and restrain the bidding procedures related hereto, the negotiating of and award of a contract to a successful Service Provider, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this

\_\_\_\_\_  
(Name of Service Provider)(Date)

\_\_\_\_\_

(Name and Signature)

Corporate Secretary

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_)S.S.

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_, 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. \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_.

Notary Public

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of 2017.

**AUTHORITY OF SIGNING OFFICIAL: SOLE PROPRIETORSHIP  
SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, Filipino, of legal age, \_\_\_\_\_ with residence at  
*(Name of Proprietor)* *(Civil Status)*  
\_\_\_\_\_ after being sworn in accordance with  
*(Residence Address)*  
law, do hereby depose and say:

1. That I am the Proprietor of  
\_\_\_\_\_  
*(Service Provider/Company Name)*

a firm duly licensed, organized and existing by virtue of the laws of the Republic of the Philippines,  
with office address \_\_\_\_\_.  
*(Business Address)*

2. That I hereby authorize \_\_\_\_\_, \_\_\_\_\_  
*(Name of Authorized Representative)* *(Designation)*  
on behalf of the said firm, to transact business with the Subic Bay Metropolitan Authority and other  
government offices concerned, and to do, execute and perform any and all acts, including signing of  
relevant documents, in connection with the [Project Name].

\_\_\_\_\_  
*(Name and Signature of Proprietor)*

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

**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. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.  
Witness my hand and seal this \_\_\_ day of [month] [year].

**NOTARY PUBLIC**

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

**N.B.** Not applicable if the Proprietor himself/herself personally signs pertinent bid documents and attends the  
Pre-Bid Conference and Submission/Opening of Bids.



**SUBIC BAY**  
METROPOLITAN AUTHORITY