

BEST AND FINAL OFFER

Date

The Chairperson

PMO NCR-South Disposal Committee
Port Area, South Harbor, Manila

Dear Chairperson:

In response to your Invitation to Bid and in accordance with the prescribed Terms of Negotiated Sale for the **SALE AND DISPOSAL OF VARIOUS DECOMMISSIONED EQUIPMENT TURNED OVER BY THE INTERNATIONAL CONTAINER TERMINAL SERVICES, INC. (ICTSI) TO THE PHILIPPINE PORTS AUTHORITY** on an **"AS-IS-WHERE-IS"** BASIS, to be conducted on **October 19, 2026 10:00 o'clock in the morning** at the Conference Room, PMO NCR-South Administration Building, South Harbor, Port Area, Manila hereunder are my Best and Final Offer for **Lot No. 2**:

LOCATION		PROPERTY DESCRIPTION	YEAR ACQUIRED
Cavite Gateway Terminal (CGT), Tanza, Cavite		5 REACH STACKER (Kalmar)	1997, 2008, 2011
BID PRICE (in Philippine Peso, exclusive of 12% VAT)	(Amount in Words)		
	(Amount in Figures)		

In case of discrepancy between the bid amount in words and the amount in figures, please consider the amount in words. Further, if my bid price for all scheduled items under **Lot No. 2** subject of the sale is lower than the floor price, it is understood that my bid will be considered defective and be automatically disqualified.

Submitted with my Bid Offer is the required Auction Bond amounting to _____

_____ Pesos (PhP _____)
in the form of (Please mark with ✓ below whichever is applicable)

☐ Cash

☐ Manager's Check issued by _____
(Name of Bank)

☐ Cashier's Check issued by _____
(Name of Bank)

which shall be considered as **partial payment** should the sale be awarded to the undersigned. Failure to pay the difference between the Bid Offer and the Auction Bond within five (5) working days from the date of the Notice of Award shall result in the cancellation of the Award and the forfeiture of the Auction Bond.

In pursuant to Sections 4 and 8 of the Terms of Negotiated Sale, all items awarded shall be disposed of within the prescribed withdrawal period after receipt of the Notice of Award. Failure to withdraw all items within the prescribed duration, including all time extension, if any, but not beyond thirty (30) calendar days from receipt of Notice of Award, shall cancel the award and shall be a ground for the forfeiture of the auction bond. Additionally, the awardee shall then be charged reasonable storage fees in the amount of Ten Thousand Pesos (PhP10,000.00) per day of delay and other incidental expenses in the amount during the approved time extension.

Furthermore, the ownership of the properties all unclaimed properties shall automatically revert to the government and may be disposed of in the manner as may be prescribed by the PMO Disposal Committee, consistent with the provision of Revised Manual on the Disposal of Government Properties jointly issued by the Commission on Audit and the Department of Budget and Management.

Very truly yours,

(Signature over printed name of Bidder or its authorized representative)

(Signatory's position/legal capacity)

(Business Name)

(Business Address)

REPUBLIC OF THE PHILIPPINES

_____) S.S.

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of
_____, 2026, affiant _____
exhibiting to me valid Government ID / Community Tax Certificate No.
_____ issued on _____ at
_____.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2026

NOTARY PUBLIC

BEST AND FINAL OFFER

Date

The Chairperson

PMO NCR-South Disposal Committee
Port Area, South Harbor, Manila

Dear Chairperson:

In response to your Invitation to Bid and in accordance with the prescribed Terms of Negotiated Sale for the **SALE AND DISPOSAL OF VARIOUS DECOMMISSIONED EQUIPMENT TURNED OVER BY THE INTERNATIONAL CONTAINER TERMINAL SERVICES, INC. (ICTSI) TO THE PHILIPPINE PORTS AUTHORITY** on an **"AS-IS-WHERE-IS"** BASIS, to be conducted on **October 19, 2026, 10:00 o'clock in the morning** at the Conference Room, PMO NCR-South Administration Building, South Harbor, Port Area, Manila hereunder are my Best and Final Offer for **Lot No. 3:**

LOCATION		PROPERTY DESCRIPTION	YEAR ACQUIRED
Manila International Container Terminal (MICT), Tondo, Manila	29	CONTAINER CHASSIS/TRAILER (Soonwing / Monteverde /Dutch Lanka)	1989 / 2011
	4	EMPTY CONTAINER HANDLER (Kalmar)	2012
	2	TRACTOR HEAD / PRIME MOVER (Kalmar)	2011
	1	MOBILE EQUIPMENT (Gooseneck)	1994
	1	OVERHEAD WATER TANK (Cut up Parts)	1983
BID PRICE (in Philippine Peso, exclusive of 12% VAT)	(Amount in Words)		
	(Amount in Figures)		

In case of discrepancy between the bid amount in words and the amount in figures, please consider the amount in words. Further, if my bid price for all scheduled items under **Lot No. 3** subject of the sale is lower than the floor price, it is understood that my bid will be considered defective and be automatically disqualified.

Submitted with my Bid Offer is the required Auction Bond amounting to _____

_____ Pesos (PhP _____)
in the form of *(Please mark with ✓ below whichever is applicable)*

☐ Cash

☐ Manager's Check issued by _____
(Name of Bank)

☐ Cashier's Check issued by _____
(Name of Bank)

which shall be considered as **partial payment** should the sale be awarded to the undersigned. Failure to pay the difference between the Bid Offer and the Auction Bond within five (5) working days from the date of the Notice of Award shall result in the cancellation of the Award and the forfeiture of the Auction Bond.

In pursuant to Sections 4 and 8 of the Terms of Negotiated Sale, all items awarded shall be disposed of within the prescribed withdrawal period after receipt of the Notice of Award. Failure to withdraw all items within the prescribed duration, including all time extension, if any, but not beyond thirty (30) calendar days from receipt of Notice of Award, shall cancel the award and shall be a ground for the forfeiture of the auction bond. Additionally, the awardee shall then be charged reasonable storage fees in the amount of Ten Thousand Pesos (PhP10,000.00) per day of delay and other incidental expenses in the amount during the approved time extension.

Furthermore, the ownership of the properties all unclaimed properties shall automatically revert to the government and may be disposed of in the manner as may be prescribed by the PMO Disposal Committee, consistent with the provision of Revised Manual on the Disposal of Government Properties jointly issued by the Commission on Audit and the Department of Budget and Management.

Very truly yours,

(Signature over printed name of Bidder or its authorized representative)

(Signatory's position/legal capacity)

(Business Name)

(Business Address)

REPUBLIC OF THE PHILIPPINES

_____) S.S.

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of
_____, 2026, affiant _____
exhibiting to me valid Government ID / Community Tax Certificate No.
_____ issued on _____ at
_____.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2026

NOTARY PUBLIC

TERMS OF NEGOTIATED SALE

SALE AND DISPOSAL OF TWO (2) LOTS OF VARIOUS DECOMMISSIONED EQUIPMENT TURNED OVER BY INTERNATIONAL CONTAINER TERMINAL SERVICES, INC. (ICTSI) TO PHILIPPINE PORTS AUTHORITY (PPA) ON AN "AS-IS-WHERE-IS" BASIS

1. BACKGROUND

The Port Management Office of NCR-South (PMO-NCS), in line with the property and asset management program of the Philippine Ports Authority (PPA), is conducting sale and disposal of Various Decommissioned Equipment turned over by the International Container Terminal Services, Inc. (ICTSI) covered by the Authority to Dispose issued by the PPA General Manager. These properties were grouped into Lots corresponding to the location of their temporary storage areas, namely:

Lot 1	Subic Bay International Container Terminal (SBICT), Subic Zambales
Lot 2	Cavite Gateway Terminal (CGT), Tanza, Cavite
Lot 3	Manila International Container Terminal (MICT), Tondo, Manila

The first public bidding was conducted on **December 15, 2025** but was declared a failure due to non-submission of Bid Offer by any of the four (4) potential buyers who signified interest by obtaining Bidding Documents. The sale was again opened in August 2026 for public auction under the modified terms and with the reappraised value of the properties. During the **September 7, 2026** public auction, only Lot 1 or the unserviceable properties stored at SBICT in Subic, Zambales was sold and subsequently awarded on September 10, 2026.

Pursuant with the PMO NCR South Disposal Committee Resolution No. 2026-03, Negotiated Sale for those properties included under Lot No. 2 and Lot No. 3 was conducted on **September 29, 2026** with the eight (8) potential buyers who participated in the December 15, 2025 and September 8, 2026. None of the potential buyers, pre-identified to participate as provided in the Commission on Audit (COA) and Department of Budget Management (DBM) Joint Resolution No. 2024-01 or the Revised Manual on the Disposal of Government Properties, submitted the Bid Offer.

Pursuant with the PMO NCR South Disposal Committee Resolution No. 005-2024, negotiated sale shall be conducted with other qualified buyers other than those earlier invited, at a reduced minimum bid price of eighty percent (80%) of the appraised value as of December 2025.

The **Terms of Negotiated Sale (TNS)** are in accordance with the related provisions of Commission on Audit (COA) and Department of Budget Management (DBM) Joint Resolution No. 2024-01 or the Revised Manual on the Disposal of Government Properties, the safety and environmental policy of the PPA, and safety and operational protocol implemented by the ICTSI.

2. OBJECTIVE

The unserviceable properties proposed for sale and disposal have exceeded their economic value for productive use in ICTSI's operations. Furthermore, the cost of repairs and maintenance is no longer justified in relation to their performance and reliability. In line with ICTSI's development and operational strategies for MICT, particularly its commitment to sustainable Green Port initiatives, ICTSI has requested the PPA to take over the unserviceable properties for immediate sale and disposal.

In support of PPA's commitment to maintaining environmentally safe and hazard-free port facilities, PMO-NCS endeavors to expedite the sale and disposal of these various unserviceable properties through negotiated sale to mitigate further deterioration and avoid continued depreciation of their value.

3. SCOPE OF NEGOTIATED SALE

The negotiation is for the sale and disposal of various decommissioned equipment (*hereinafter referred to as "**Unserviceable Properties**"*) turned over by ICTSI to PPA. The negotiation refers to any or both Lots of potential buyer's interest, and shall include the conduct of the following and necessary attendant activities:

- a. Provision of all appropriate dismantling, lifting and hauling equipment necessary for the safe removal and transport of unserviceable properties from the site per prescribed methodology including but not limited to mobile crane, boom truck and fork lift.
- b. Deployment of technically capable team that shall include but not limited to Safety Officer, Pollution Control Officer, First-aiders, Project Manager, Riggers, Signaller, Crane/Forklift Operator
- c. Clearing, cleaning and other necessary acts to ensure proper removal and disposal of waste generated from the hauling and transport activities inside and outside MICT and CGT premises.
- d. Processing of all necessary permits as may be required by concerned authorities from the private sector and the Government, including those required from third-party service providers appointed by the potential buyer.

The unserviceable properties will be sold on an "**AS-IS, WHERE-IS**" basis and grouped by lot as follows:

LOT NO.	LOCATION / SITE	NUMBER OF UNITS / PROPERTY DESCRIPTION / YEAR ACQUIRED		APPRAISED VALUE AS OF DECEMBER 31, 2025 (in Philippine Peso)	MINIMUM BID PRICE (in Philippine Pesos, exclusive of VAT)
2	Cavite Gateway Terminal (CGT), Tanza, Cavite	5	REACH STACKER (Kalmar), 1997, 2008, 2011	3,756,625.81	3,005,300.65
3	Manila International Container Terminal (MICT), Tondo, Manila	29	CONTAINER CHASSIS/TRAILER (Soonwing / Monteverde /Dutch Lanka) 1989 / 2011	4,382,340.81	3,505,872.65
		4	EMPTY CONTAINER HANDLER (Kalmar) 2012		
		2	TRACTOR HEAD / PRIME MOVER (Kalmar) 2011		
		1	MOBILE EQUIPMENT (Gooseneck), 1994		
		1	OVERHEAD WATER TANK, Cut up Parts, 1983		
TOTAL				8,138,966.62	6,511,173.30

4. GENERAL TERMS AND CONDITIONS:

4.1 Mode of Disposal

The sale is on "**AS-IS WHERE-IS**" basis including all attendant activities for the actual withdrawal/hauling of the unserviceable properties from the sites.

4.1.1 The winning buyer shall provide all necessary resources and organize all attendant activities for the removal and hauling of unserviceable properties from the port premises.

4.1.2 The winning buyer shall settle the full payment for all items sold within five (5) working days from the date of Notice of Award. Failure to pay in

full within the prescribed period shall be a ground for cancellation of the Award.

- 4.1.3 Removal of all items from port premises and completion of all attendant activities shall be completed within the prescribed period reckoned from the issuance of Notice of Award.

Property/Location	Withdrawal Period
Lot 2 – CGT	20 calendar days
Lot 3 - MICT	25 calendar days

- 4.1.5 Failure to claim the properties within the specified withdrawal period, including justified and approved time extension which shall not be beyond thirty (30) calendar days from the date of Award, shall **cancel the Award**.
- 4.1.6 The awardee/s, if necessary, may request for time extension, which shall be submitted within three (3) calendar days before the withdrawal period lapses. The awardee/s shall then be charged reasonable **storage fees** and other incidental expenses during the approved time extension
- 4.1.7 If the properties remain unclaimed after the lapse of the period to withdraw, ownership of the properties shall automatically revert to the government and may be disposed of in accordance with DBM-COA Joint Circular No. 2024-01.

4.2 MINIMUM REQUIREMENTS FOR POTENTIAL BUYER

- 4.2.1 It is understood that potential buyer/s have seen, inspected and assessed the subject properties on sale, located at the Manila International Container Terminal, Port Area, Manila and/or at the Cavite Gateway Terminal in Tanza, Cavite.
- 4.2.2 Potential buyer/s must possess valid government registration/certification such as but not limited to:
- Securities and Exchange Commission (SEC) with the latest General Information Sheet with at least sixty percent (60%) Filipino ownership or Department of Trade and Industry (DTI), whichever is applicable.
 - Valid Tax Clearance issued by the Bureau of Internal Revenue (BIR)
 - Valid DENR-EMB Accreditation of Treatment, Sanitation and Disposal (TSD) Facility or Agreement/Contract with DENR-EMB Accredited TSD

The buyer's appointed supporting service provider, if any, must obtain appropriate permits from Philippine Ports Authority and other permits

required by other relevant government agencies that may be required in implementing the disposal activities.

4.2.3 A Work Schedule, Methodology and Risk Assessment shall be prepared and submitted, and shall form as an integral part of its Offer.

5. AUCTION BOND

- 5.1 Auction Bond shall be submitted as integral part of the Best and Final Offer.
- 5.2 Auction Bond shall be in the form of Cash, Manager's Check or Cashier's Check acquired from a reputable commercial or universal bank in the amount of equivalent to at least **TEN PERCENT (10%)** of the minimum bid price of the properties and posted in favor of the "**Philippine Ports Authority**".
- 5.3 The Auction Bond shall not be consolidated in cases the bidder is submitting Offer for more than one (1) lot.
- 5.4 The Auction Bond of the winning bidder shall be deposited at the PPA cashier and shall be considered as **partial payment**.
- 5.5 Auction bonds of non-winning bidders shall be returned immediately after the announcement of the winning bidder.
- 5.6 Auction Bond of the bidders may be forfeited under any of the following circumstances:
 - 5.6.1 If the bidder withdraws its Best Offer after the opening of the Bid Offers started.
 - 5.6.2 If the bidder submits eligibility and/or bid documents containing false information, falsified documents, or conceals such information in order to influence the outcome of the eligibility screening or any other stage of the bidding process;
 - 5.6.3 In cases of any documented attempt by a bidder to unduly influence the outcome of the bidding in its favor;
 - 5.6.4 In the case of a successful bidder, if such bidder fails to sign the Notice of Award or the Notice to Proceed within the specified period; or
 - 5.6.5 All other acts that tend to defeat the purpose of negotiated sale.

6. CONDUCT OF NEGOTIATION AND AWARDING OF SALE

- 6.1 Negotiation shall be conducted at the venue, time and date indicated in Notice for Negotiated Sale (NNS).
- 6.2 Properly labeled and sealed **Best and Final Offer** (Offer for brevity) shall be submitted by the prospective buyer and received by the PMO NCS Disposal Committee Secretariat on/or before the date, time and at the address indicated in the NNS. **Unsealed and unlabeled Offer shall not be accepted.**
- 6.3 All submitted sealed Offer shall be time-stamped by the Disposal Committee Secretariat. Reference of time shall be the wall clock at the PMO NCR-South Conference Room, PMO NCR-South Administration Building. Any Offer submitted after the deadline for submission and receipt of Offer will be marked "Late" and shall not be accepted.
- 6.4 A potential buyer may withdraw its Offer before the opening of bids by submitting a written notice. The sealed Offer shall be returned unopened. Once the negotiation started or when the Offer first received was opened, any of the potential buyer/s may still withdraw its Offer subject to the forfeiture of Auction Bond.
- 6.5 The **Notice of Award** shall be given to the potential buyer that complies with all the requirements of this Terms and with the highest Best and Final Offer.
- 6.6 Upon award, the Auction Bond shall be considered as partial payment, and the difference between such payment and the offered bid shall be paid in the form of cash or cashier's/manager's check.
- 6.7 In the case of deferment of Award to allow the Disposal Committee to complete its deliberation, the submitted Auction Bond shall be deposited to the PMO NCR South Cashier, and official Sales Invoice shall be issued. Deferment of award shall not exceed five (5) working days from the date of opening of Bid Offers
- 6.8 Full payment of the awarded unserviceable properties shall be made within five (5) working days from the date of Notice of Award, OTHERWISE, the Award is deemed **cancelled**, and the **Auction Bond forfeited** in favor of PPA.
- 6.9 No transfer of the award shall be honored by PPA, and such shall be considered as **forfeiture of right as the winning bidder**. The sale of the unserviceable properties Award may be given to the next lower Offer PROVIDED that the Offer is not lower than the minimum bid price of unserviceable properties. The new Awardee shall be required to post the corresponding Auction Bond in the amount indicated under Section 5.2 of this TNS.
- 6.10 In cases when no Offer was submitted or when all submitted Offers are lower than the minimum floor price, the negotiated sale shall be declared a failure, and the

unserviceable properties shall be sold and disposed of in a manner prescribed under the Revised Manual on the Disposal of Government Properties jointly issued by the Commission on Audit and Department of Budget and Management.

7. CLAIMING OF AWARD

- 7.1 **Order to Release** shall be issued after confirmation of Award and full payment of all unserviceable properties sold.
- 7.2 The Awardee thru his/her authorized representative is required to submit the request for disposal of the awarded unserviceable properties to PPA thru the Chairperson, PMO NCR-South Disposal Committee or its designated representative at least three (3) working days before the schedule of disposal.
- 7.3 **Tally-out Sheet** shall be accomplished by the Property and Supply Officer and shall be signed by the winning bidder/s or its authorized representative acknowledging receipt of the sold unserviceable properties.
- 7.4 **Gate Pass** for the withdrawal of properties to be disposed of shall be issued by the Chairperson, PMO NCR South Disposal Committee, or the authorized representative upon presentation of the PPA Official Receipt as proof of payment for the items sold, along with the duly signed Tally-Out Sheet.
- 7.5 In no case shall any item be withdrawn from the site and disposed of without the corresponding Tally-Out Sheet and Gate Pass.

8. BUYER'S RESPONSIBILITIES

- 8.1 The Buyer shall **determine the disposal site** for the items sold and secure, at its sole expense, all necessary government permits and approvals required for their hauling and transport to such disposal site.
- 8.2 Ingress and egress of winning bidders' resources such as equipment and personnel required for the disposal/hauling activities shall be pre-arranged and coordinated with the Chairperson PMO Disposal Committee or its duly authorized representatives for the issuance of port access/gate passes.
- 8.3 The **Work Schedule and Methodology** shall be implemented competently and in accordance with all applicable safety and environmental requirements. Any procedure or activity that may jeopardize the safety of workers or cause damage to the port facility shall constitute sufficient grounds for the termination of the award and the forfeiture, in favor of PPA, of all payments previously made by the Buyer.
- 8.4 All awarded unserviceable properties shall be removed and disposed of within the prescribed withdrawal period specified under Section 4.1.3. Any delay beyond the prescribed period shall subject the Buyer to storage fees in the amount of **Ten**

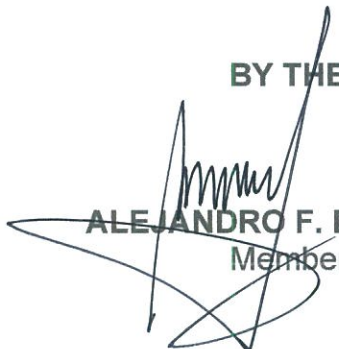
Thousand Pesos (PhP 10,000.00) per day until the awarded properties are fully withdrawn and disposed of. In no event shall the withdrawal and disposal of the awarded properties exceed thirty (30) calendar days, inclusive of any approved extension.

- 8.5 Failure of the Awardee to remove all sold items within thirty (30) calendar days from Notice of Award, inclusive of any approved extension, shall entitle PMO NCS to forfeit, in favor of the PPA, all payments made by the Buyer. Any unclaimed or remaining unserviceable properties shall be deemed abandoned, and ownership thereof shall automatically revert to the Government/PPA. Such properties may thereafter be disposed of in the manner most advantageous to the Government, in accordance with COA-DBM Joint Circular No. 2024-1 and other applicable laws, rules, and regulations.
- 8.6 All liability of the winning buyer, incurred for the acquisition of services, equipment, supplies and manpower by reason of executing the sale and disposal of auctioned items, shall be solely assumed by the winning bidder.

9. RESERVATION CLAUSE

The PPA reserves the right to reject any or all offer, declare a failure of negotiation at any time prior to the issuance of Notice of Award without thereby incurring any liability.

BY THE PMO NCR-SOUTH DISPOSAL COMMITTEE


ALEJANDRO F. DE JESUS
Member

(On Official Leave of Absence)
MA. LUZ D. EDRALIN
Member


ARLIE A. SALIGUMBA
Member


CHARISMA L. REYES
Chairperson

Approved:


CATHERINE R. ESTO
Port Manager

Annex C

NEGOTIATED SALE AND DISPOSAL OF LOT 2 AND LOT 3 OF VARIOUS DECOMMISSIONED EQUIPMENT
TURNED OVER BY THE INTERNATIONAL CONTAINER TERMINAL SERVICES, INC. (ICTSI)
TO THE PHILIPPINE PORTS AUTHORITY ON AN AS-IS-WHERE-IS BASIS

AFFIDAVIT OF AUTHENTICITY

The undersigned, _____, in his/her capacity
as the _____ (Position/Designation) of

(Name of Bidder), a _____ (Nature of Business), registered under the
Philippine Laws, with principal address at _____
_____ having been duly sworn to in
accordance with law, do hereby depose, state and warrant that the documents
submitted to Philippine Ports Authority PMO NCR-South enumerated below are
authentic photo copy from the original and the data/facts contained therein are true
and correct to my own knowledge and belief, as follows:

1. Valid and current ☐ Current Mayor's Permit or ☐ Municipal License
2. Valid ☐ SEC with latest General Information Sheet or ☐ DTI Registration,
whichever is applicable
3. Latest valid ☐ BIR Tax Clearance or ☐ Tax Identification Number (BIR
Form 2303) for new entity

The undersigned further undertakes to allow Philippine Ports Authority PMO
NCR-South or any of its duly authorized representatives to verify any and all
documents submitted.

SIGNED this ____ day of _____, 2026 at the City of _____,
Philippines.

Affiant

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

SUBSCRIBED AND SWORN to before Me, this ____ day of _____,
2026 at _____, Philippines. Affiant in his capacity as the
_____ of _____, exhibiting to
me his/her valid Government ID / Residence Certificate No. _____ issued
on _____ at _____.

NOTARY PUBLIC

Doc. No: _____
Page No: _____
Book No: _____
Series of: 2026