TERMS OF REFERENCE

2ND NEGOTIATED SALE OF UNSERVICEABLE EQUIPMENT AND MOTOR VEHICLES

This Terms of Reference (TOR) describes the procedures for the Negotiated Sale of Unserviceable Equipment and Motor Vehicles at PMO-NCR North. PPA PMO-NCR North reserves the right to amend or supplement this TOR at any time prior to the submission of Final Proposals.

A. BACKGROUND

The Philippine Ports Authority-PMO NCR-North, in line with its property and assets management program, is conducting disposal through negotiated sale, after two (2) consecutive failed biddings and 1st Negotiated Sale, pursuant to Section K. of the Revised Manual on Disposal of Government Properties.

B. OBJECTIVE

There is a need to dispose these unserviceable properties to avoid further deterioration and hazard, as well as to generate benefits to the government in terms of higher appraisal value, lesser storage cost and better management of limited office space for unserviceable assets.

C. SCOPE OF NEGOTIATED SALE

The unserviceable assets for negotiations are the following:

Lot No.	Item/Particular	Location	Minimum Floor Price (12% VAT Inclusive)
1-Lot	VARIOUS EQUIPMENT (consist of computers, laptop, printers, x-ray baggage machine, treadmill, electronic spare parts, binocular, microphone system, typewriters)	PPA-PMO NCR North Admin. Bldg.	**P65,200.00/lot**
	VARIOUS AIRCONDITIONERS		
	VEHICLE, Toyota Tamaraw, Model 1999, with Plate No. SFG-711		
	VEHICLE, Honda Motorcycle, Model 2005, with Plate No. SL-1540		

D. PROCEDURES, TERMS AND CONDITIONS

1. The negotiated sale is on "**AS IS-WHERE IS**" basis.

2. Bid Forms may be acquired by interested bidders on **May 27-31, 2024** and shall be issued upon payment of a non-refundable fee of **One Thousand Pesos Only (Php1,000.00) inclusive of VAT**.

3. It is understood that participating bidders have seen and inspected the subject unserviceable equipment and motor vehicles located at the PMO NCR-North Administration Bldg., Mel Lopez Blvd., North Harbor, Tondo, Manila, prior to negotiated sale.

4. The prospective bidder shall **submit an offer for all items to be bid on. Failure to comply with this requirement shall be a ground for disqualification.**

5. Best and Final Offers shall be properly addressed to: **MR. JON GABRIELL M. MANANSALA, Chairperson, PPA PMO NCR-North Disposal Committee**, and shall be submitted not later than **June 4, 2024, 12:00NN** at the **PMO-NCR North-Supply Unit**, Ground Floor, PMO NCR-North Administration Bldg., Mel Lopez Blvd., North Harbor, Tondo, Manila. The sealed envelope must contain the Bid Tender and Bid Bond.

6. **Opening of Best and Final Offers** shall be on **June 4, 2024 at 1:30PM.**

7. Best and final Offers shall be prepared in at least three (3) copies on the prescribed Bidding Form (attached) and in strict compliance with the requirements of these instructions.

8. The best and final offers shall be **inclusive of the 12% Value Added Tax (VAT) and must not be lower than the Minimum Floor Price (MFP).**

9. Any erasures/modifications shall be duly initialled by the bidders.

10. The best and final offers shall be accompanied by a bidder's bond in the form of Cash, Manager's/Cashier's Check, in an amount equivalent to **ten percent (10%) of the MFP (inclusive of 12% VAT)**, as guarantee that the successful bidder shall, within ten (10) working days from receipt of the **Release Order**, withdraw the unserviceable materials from PPA-PMO NCR-North premises.

11. A bidder may be allowed to withdraw his offer before the time of the opening of its offer, and shall be returned unopened. After the opening of offers, no bidder shall be allowed to withdraw his offer.

12. No best and final offer shall be accepted after the deadline. Late offers shall not be honored and shall be automatically disqualified.

13. Best and final offers' bonds of non-winning bidders shall be returned immediately after the winning bidder has been declared.

14. Award shall be given to the highest offers whose best and final offer price is not lower than the minimum floor price as indicated in the Terms of Reference and Invitation to Bid.

15. Should there be two winning bidders who submitted the same offer price, the Authority reserves the right to make the award via a coin toss. In case there will be more than two winning bidders, the winner shall be decided thru drawing of lots.

16. Upon determination of the winning bidder, the corresponding offers' bond shall be considered as partial payment and the difference between such payment and the offer price shall be paid in the form of cash, cashier's or manager's check.

17. All payments shall be made at the Cashier located at One Stop Shop, PMO NCR- North Admin. Bldg., Mel Lopez Blvd., North Harbor, Tondo, Manila.

18. **The winning bidders are required to remove all item(s) awarded to them within ten (10) working days after receipt of the Release Order,** otherwise, a storage fee in the amount equivalent to Five Hundred Pesos (P500.00) shall be charged per day of delay. Item(s) not withdrawn within thirty (30) calendar days from receipt of the Contract shall be forfeited in favor of the Authority.

19. All expenses incidental to the withdrawal of the property shall be borne by the winning bidder.

20. No transfer of Deed of Assignment of the Award shall be honored by the Authority.

21. Withdrawal of the bid item(s) shall be made during official working hours and workdays only.

22. Awardee(s) in previous public auctions who failed to settle final payments and/or withdrew subject item(s) shall no longer be allowed to participate in this activity.

JON GABRIELL M. MANANSALA
Chairperson
PMO NCR-North Disposal Committee

CONFORME:

_____
Name of Company/Bidder

_____
Name & Signature

_____
Date