**PMO-BATAAN/AURORA**
**COMMITEE ON DISPOSAL OF UNSERVICEABLE PROPERTY/EXCESS MATERIALS**

# INSTRUCTION TO BIDDERS AND TERMS & CONDITIONS OF SALE

## A. BACKGROUND

The Philippine Ports Authority, PMO-Bataan/Aurora, in line with its Property and Asset Management Program is conducting disposal through public bidding of one (1) lot unserviceable materials recovered from the project at Port of Lamao, Limay, Bataan per Inventory and Inspection Report of Unserviceable Property (IIRUP) No. 01-17-BNA dated July 31, 2016.

## B. OBJECTIVE

There is a need for the disposal of the above-mentioned unserviceable property/excess materials to avoid its further deterioration and pilferage of materials as well as to generate sound benefits to the government in terms of sale through appraised of bid offer and for better management of limited space within the ports.

## C. TERMS AND CONDITIONS

### 1. INTRODUCTION

The Philippine Ports Authority, PMO-Bataan/Aurora will receive bids for the sale of unserviceable property/excess materials, as describe in the Price Quotation Form, on “as is, where is” basis.

### 2. COST OF BIDS

The Bidder shall bear all costs in the preparation and delivery of their bids and PPA, PMO-Bataan/Aurora shall in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

### 3. BID DOCUMENTS

Complete set of Bid Documents shall include:

1. The Invitation to Bid (ITB) which includes the date, time and place of the pre-bid conference (where applicable), submission and opening of bids.

2. Instruction to Bidders (IB), which includes the Terms and Conditions of Sale

3. The Price Quotation Form, which includes the bid offers.

4. The Bid Security/Bond in the prescribed form

5. Amendment and/or Addendum on the original bid documents, if any

## 4. TIME AND PLACE FOR RECEIPT OF THE BIDS

Sealed bids will be received until March 07, 2017 at 10:00 AM at the PPA, PMO-Bataan/Aurora, Admin. Building, Port of Lamao, Limay, Bataan, observing subsequent amendment/addendum issued, if any, pertinent thereto at which time all bids received shall be opened and read publicly. Submission of bids after the designated time and date shall no longer be accepted.

## 5. ELIGIBILITY CRITERIA

Any person, partnership or corporation complying with the prescribed rules and regulations may participate in the sale by public auction.

## 6. BIDS TO BE CONSIDERED

1. Only bids from parties and their authorized representatives who have been duly issued the Bid Documents in accordance with Section 5 hereof shall be opened. Bids from parties who have not been issued Bid Documents will be rejected outright.

2. No bids shall be accepted from parties who are disqualified from participating in public bidding/auction or in any kind of contract with the Government of the Republic of the Philippines.

3. Parties/companies with pending cases and outstanding obligations with PPA, PMO-Bataan/Aurora shall be excluded for the bidding.

4. Bids submitted without a Bid Security, or bids submitted with materially defective or otherwise unacceptable Bid Security will be rejected outright and returned to the bidder.

## 7. SUBJECT OF BID

The unserviceable property/excess materials for public auction are as follows:
One (1) Lot Unserviceable Materials with **MINIMUM FLOOR PRICE OF P3,953,894.00** inclusive of 12% VAT composed of the following:

| Item No. | Total Weight (kg) | Item Description |
|---|---|---|
| 1 | 226.4 | Bare copper 100mm2 |
| 2 | 20,417.9 | 1000MCM THW CU wire , black |
| 3 | 272.06 | 1000MCM THW CU wire , black |
| 4 | 3,009.19 | 500MCM THHN CU wire , black |
| 5 | 1,261.325 | 125mm2 THHN CU wire , black |
| 6 | 24.00 | Bus bar |
| 7 | 100.00 | Manual Transfer Switch (MTC) |

The above properties shall be sold on “AS IS WHERE IS” basis.

## 8. BIDDING INFORMATION

No government official and employee shall directly or indirectly give, nor shall any prospective or intending bidders be entitled to, any information regarding the bidding or on the prospective bidders, other than what is contained in the Bid Documents, or disclosed in the pre-bid conference and in the official announcement of bid results.

## 9. PREPARATION OF BIDS

9.1 Each bidder shall prepare his bid in the prescribed **Price Quotation Form** including data in support thereof in duplicate copies marked as "Original" and "Second Copy". In case of discrepancy among the copies, the original shall govern.

9.2 The bids shall be contained in two separate sealed envelopes. **All pages of the bid shall be duly signed by the bidder**.

A. The first envelope marked as "**ENVELOPE 1 – Eligibility and Technical Documents**" shall contain the following:

1. Valid and Current Mayor's Permit
2. Latest Financial Statement (as of December 31, 2015) with Income Tax Return of the bidder (stamped "received" by the BIR or its duly accredited and authorized institutions)
3. Instructions to Bidders and Terms & Conditions of Sale
4. Bidder's Inspection Certificate
5. Authority of the Signing Official duly notarized in any of the applicable forms (T-Form 1 **or** T-Form 1B)
6. Affidavit of Authenticity duly notarized

B. The second envelope marked as **"ENVELOPE 2 – Financial Documents"** shall contain the following:

1. Bidder's proposal in the prescribed Price Quotation Form (F-Form 1)
2. Bidder's Certificate with corresponding Bid Security/Bond equivalent to Ten (10%) percent for the Total Bid Price payable to PPA,PMO-Bataan/Aurora (F-Form 2)

9.3 Each envelope should be securely sealed, marked and addressed to as follows:

**THE CHAIRPERSON**
Committee on Disposal of Unserviceable Property/Excess Materials
Philippine Ports Authority, PMO-Bataan/Aurora
Admin Building, Lamao, Limay, Bataan

## 10. BID CURRENCY

In all bids, prices shall be expressed in written words and figures in Philippine Currency. In case of discrepancies between prices in words and figures, the prices in words shall be considered as the bid price.

## 11. BIDDER'S EXCEPTION

1. Any bidder who desires to make any clarifications, deviations or exceptions on some provisions of the Bid Documents should, within five (5) calendar days before the date set for the opening of bids, communicate such clarifications, deviations or exceptions in writing to PPA,PMO-Bataan/Aurora, giving the reason therefore.

2. If the clarifications, deviations or exceptions are acceptable to PPA, PMO-Bataan/Aurora, an Amendment/Addendum will be issued for the general information of all prospective bidders. It shall be the responsibility of all those who have properly secured the Bid Documents to inquire and secure the said addendum that may be issued by PPA, PMO-Bataan/Aurora.

## 12. BID SECURITY/BOND

1. Each bidder shall submit with his bid a Bid Security/ Bond in the amount of not less than ten percent (10%) of the total bid price in the form of cash or manager's check payable to the PPA, PMO-Bataan/Aurora.

2. A bid submitted without the required Bid Security/Bond or with a Bid Security/ Bond in an amount less than the required amount shall be rejected and will be returned to the bidder.

3. Upon determination of the highest calculated responsive bidder, the Committee on Disposal of Unserviceable Property/Excess Materials shall return outright the bid security of the losing bidders. Bid/performance security posted does not earn interest.

4. The Bid Security/Bond shall be considered as partial payment and the difference between such payment and the offer bid price shall be paid in the form of cash or manager's check within the area where the bidding was held.

5. The Bid Security of the winning bidder shall be subject to forfeiture in the event the winning bidder fails or refuses to secure, sign or acknowledge the Notice of Award within seven (7) calendar days after receipt of written advice.

6. Full payment shall be made on or before 3:00 P.M of the third working day from the date of the receipt of Notice of Award

## 13. SUBMISSION AND OPENING OF BIDS

1. Bidders or their authorized representatives shall deliver by hand their bid at the date, time and place as set out in Section 4. After the time set for bid opening, the Committee on Disposal of Unserviceable Property/Excess Materials Chairperson will open and read the bids in the presence of the COA Auditor, bidders or their authorized representatives.

2. Should there be two or more bidders who submit the same bid price for the bidded item/s, the authority reserves the right to make the award to the most advantageous/complying bid.

3. Should the bid received is lower than the floor price or should there be no bidder for the unserviceable materials, negotiated sale shall be resorted to pursuant to

Section 79 of P.D 1445 dated June 11, 1978, provided that the price shall not be lower than the price as determined by the PMO Committee on Disposal

4. Offers received after the time set for bid opening will not be accepted.

**14. DEFECTIVE BIDS**

At the time of opening of bids, a bid shall be considered defective in any of the following cases:

a. not in the prescribed form;
b. unsigned bids;
c. not accompanied or guaranteed by a bid security;
d. with insufficient bid security;
e. not accompanied by a duly accomplished Bidder's Inspection Certificate;

**15. WITHDRAWAL OF BIDS**

1. A bidder may be allowed to withdraw his Bid before the time of opening of bids. His bid shall be returned unopened

2. After the opening of bids has commenced, no bidder shall be allowed to withdraw his offer.

**16. RESERVATION CLAUSE**

The PPA, PMO-Bataan/Aurora reserves the right to reject any or all bids and to waive any formality found therein and to accept such bids as maybe considered most advantageous to its interest, without any obligation on the part of PPA, PMO-Bataan/Aurora to explain the reasons thereof.

**17. FAILURE OF BIDDING**

PPA, PMO-Bataan/Aurora shall declare the bidding a failure in any of the following cases:

a. There is no bidding participant;
b. Only one (1) bidder submitted a Bid;
c. All bidders failed to comply with terms and conditions prescribed in the Instruction to Bidder (IB)
d. Complying bidders failed to meet the minimum bid price.

**18. AWARD OF CONTRACT**

1. Award shall be made to the highest complying bidder.
2. Notice of Award shall be issued to the successful bidder after approval of the concerned approving authority
3. No transfer and /or assignment of award shall be allowed.
4. The award shall be cancelled, rendered ineffective and the Bid Security/Bond forfeited in favor of PPA, PMO-Bataan/Aurora, if the winning bidder fails or refuses to secure, sign or acknowledge the Notice of Award within five (5) working days after receipt of written advice.

## 19. PAYMENT

1. The full amount covering the awarded items shall be paid in full by the awardee in the form of cash or manager's check payable to the PPA, PMO-Bataan/Aurora within five (5) working days upon receipt/acknowledgement of the Notice of Award.

2. In case of failure of full payment within the prescribed period, the awardee shall be penalized through cancellation of the award and forfeiture of the bond in favor of PPA, PMO-Bataan/Aurora.

## 20. RELEASE/WITHDRAWAL OF AWARDED ITEMS

1. After payment of the awarded items, the awardee shall withdraw the unserviceable property/excess materials within the required period as stipulated in the Release Order. Otherwise, the awardee shall pay the corporation the corresponding storage fee equivalent to one-tenth of one percent (1%) of the price of the unwithdrawn items, **or** P100.00 per day of delay, whichever is higher but not to exceed ten percent (10%) of the total amount of the Award.

2. Once the cumulative amount of storage fee reaches ten percent (10%) of the total amount of the Award, PPA, PMO-Bataan/Aurora may rescind/cancel the Award, forfeit the Bid Security/Bond, and impose other appropriate sanctions as penalty.

3. The actual release/withdrawal of awarded items shall only be made during regular office hours and shall be witnessed by the Property Custodian, Committee on Disposal, Commission on Audit (COA) and Chief Security Officer who shall affix their signatures on the Release Order (RO)

4. Selective withdrawal is not allowed. The awardee shall withdraw all the items within the awarded lot.

## 21. TAXES, COSTS OR CHARGES

1. The awardee shall pay, in addition to the purchase price, any taxes, costs or charges of any kind or nature whatsoever levied, or to be levied by law, arising from the sale of the items.

2. All expenses incidental to the withdrawal of the items shall be borne by the awardee.

## 22. ACCEPTANCE OF BID TERMS AND WAIVER OF RIGHTS TO ENJOIN PROTEST

The bidder after having been issued the Bid Documents, has deemed accepted the terms and specifications established by the PPA, PMO-Bataan/Aurora and therefore waive any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against PPA, PMO-Bataan/Aurora, to prevent or restrain the bidding process or any proceedings related thereto, the negotiation or award of the contract to the successful bidder and the implementation of the awarded contract.

**CONFORME:**

_____

Printed Name & Signature of the Authorized Representative/Date Signed

_____

Printed Name of Bidder/Business Name

_____

Complete Business Address

_____

Tax Identification No.

_____

Contacts Nos. (Mobile and/or Landline)