BIDDING DOCUMENTS

1st PUBLIC AUCTION FOR THE SALE OF ONE (1) LOT UNSERVICEABLE AIR-CONDITIONING UNITS

ITB No. PDAC-2019-003

Republic of the Philippines
DEPARTMENT OF HEALTH
Regional Office XI
Southern Philippines Medical Center
J.P. Laurel Avenue, Davao City
Tel. Nos. 227-27-31; Fax No. 221-7029

June 13, 2019

PROPERTY DISPOSAL & AWARDS COMMITTEE (PDAC)

INVITATION TO BID

The Southern Philippines Medical Center (SPMC), through the Property Disposal and Awards Committee (PDAC), invites all interested parties to participate in the public auction of one (1) Lot of Unserviceable Air-conditioning Units on an "As-Is-Where-Is" basis as indicated below:

Item No.	Qty	Unit	Particulars	Starting Bid Price
1	1	Lot	Unserviceable Air-conditioning Units	Php 73,100.00

The sealed bid/offer in the prescribed form must be submitted to the PDAC Secretariat – Disposal Committee not later than July 5, 2019, 12:00 NN.

A non-refundable Bid Fee of Five Hundred Pesos (Php 500.00) per lot shall be paid to the SPMC Administrative Division-Cashier Section. Upon payment of the bid fee, the interested buyers may secure the Bid Form from Mr. Marvin N. Asis, PDAC Secretariat at the SPMC-Material Management Section with telephone number (082) 227-2731 loc. 4219.

Bidders shall be allowed to conduct physical inspection of the unserviceable properties on June 19 – July 4, 2019 during office hours from 9:00 AM to 12:00 NOON. The bidders shall inform the SPMC Property Disposal and Awards Committee confirming their conduct of inspection. It shall be at least one (1) day prior to the preferred schedule.

Opening of sealed bids shall be held on July 5, 2019, 2:00 PM at the SPMC-MMS Office. If in the interim there shall be a holiday, whether regular or special, the opening of bids shall be held on the next business working day.

The SPMC reserves the right to reject any or all of the bids with or without cause, to annul the bidding process, to waive any defect in them and to award the bidder whose bid is the most advantageous to the government.

LEOPOLDO J. VEGA, M.D., FPATACSI
Chairperson
Property Disposal and Awards Committee

TERMS AND CONDITIONS

The following terms and conditions apply to the public bidding of one (1) Lot of Unserviceable Air-conditioning Units of the Southern Philippines Medical Center:

1. The bidder shall pay a non-refundable bid fee of Five Hundred Pesos (Php 500.00) per lot to the SPMC Administrative Section-Cashier Section.

2. No tender shall be allowed lower than the government floor price of Seventy Three Thousand One Hundred Pesos (Php 73,100.00) for one (1) Lot of Unserviceable Air-conditioning Units.

3. Interested bidder shall tender for the unserviceable properties. Payment of at least ten percent (10%) bidder's bond for said properties in the form of cash, manager's check or cashier's check is essential. No bidder's bond, no bid.

4. Tender shall be offered personally by the bidder or in his absence, his duly authorized representative, provided said person/entity possesses a duly notarized Special Power of Attorney (SPA), otherwise, said tender shall be declared void.

5. The bidder shall enclose in a sealed envelope hid tender together with his minimum bid bond equivalent to ten percent (10%) of his tender in the form of cash, manager's check or cashier's check issued by a reputable bank payable to the Southern Philippines Medical Center. The envelope should also include photocopy of the following documents:

   a. Mayor's Permit or any proof of legal personality and authority to operate; and

   b. 2018 Annual Income Tax Return, stamped "received by the BIR or its duly accredited and authorized Institutions".

   Note: Prior to the issuance of the Notice of Award (NOA), the winning bidder should present the original copy of the foregoing documents for validation.

6. Bidders shall be allowed to conduct physical inspection of the unserviceable properties on June 19 – July 4, 2019 during office hours from 9:00 AM to 12:00 NOON. The bidders shall inform the SPMC Property Disposal and Awards Committee confirming their conduct of inspection. It shall be at least one (1) day prior to the preferred schedule.

7. The bidder's bond shall be returned to the non-winning bidders right after the award of contract.

8. The NOA shall be deemed acceptance of the SPMC of the winning bid. Accordingly, this terms and conditions shall be binding and enforceable.

9. The ten percent (10%) bid bond shall be forfeited if the full price is not paid within five (5) days upon receipt of the NOA by the winning bidder, without prejudice to the rights and remedies available to SPMC against the winning bidder under applicable laws.

10. Upon payment of the full price, the winning bidder shall be the recipient of the unserviceable properties and is required to completely dismantle/remove/haul/withdraw the same from the SPMC Office premises within fifteen (15) calendar days or as agreed upon between the Disposal Committee and the winning bidder. All cost/expenses incurred in dismantling and hauling shall be shouldered by the winning bidder.

11. The SPMC Property Disposal & Awards Committee reserves the right to reject any or all of the bids with or without cause, to waive any defect in them and to withdraw the bidder whose tender is the most advantageous to the government.

LEOPOLDO J. VEGA, M.D., FPATACSI
Chairperson
Property Disposal and Awards Committee

INSTRUCTION TO BIDDERS

1. INTRODUCTION

1.1 The SOUTHERN PHILIPPINES MEDICAL CENTER, hereinafter referred to as SPMC, will receive bids for the sale of unserviceable materials, supplies, and equipment, as described in the Price Quotation Form, on "as is, where is" basis.

1.2 These are the instructions to bidders for Public Bidding, SPMC may issue special instruction to bidders and may require additional documents.

2. COST OF BID

2.1 The Bidders shall bear all costs in the preparation and delivery of their bids and SPMC shall in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

3. BID DOCUMENTS

3.1 Complete set of Bid Documents shall include:

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

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

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

3.1.4 The Bid Bond in the prescribed form.

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

3.1.6 Special Instructions, if any.

4. TIME AND PLACE FOR RECEIPT OF THE BIDS

4.1 Sealed bids will be received until 12:00 NN on July 5, 2019 at the SPMC-Material Management Section, observing the 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.

4.2 Sealed bids may be submitted by the respective bidders before the 12:00 NN July 5, 2019 deadline at the designated Bid Box located at the SPMC-Material Management Section.

5. ELIGIBILITY CRITERIA

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

6. **BIDS TO BE CONSIDERED**

6.1 Only bids from parties and their authorized representative 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 the Bid Documents will be rejected outright.

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

6.3 Parties/companies with pending cases and outstanding obligations with SPMC shall be excluded from the bidding.

6.4 Bids submitted without a Bid Bond, or bids submitted with materially defective or otherwise unacceptable Bid Bond will be rejected outright and returned to the Bidder.

7. **SUBJECT OF BID**

7.1 Bids shall be for the sale of the following SPMC-owned unserviceable equipment as specified below:

ONE (1) LOT UNSERVICEABLE AIR-CONDITIONING UNITS		
DESCRIPTION	**QTY**	**FLOOR PRICE (Php)**
Unserviceable Air-conditioning Units	1	**Php** 73,100.00
	Total Floor Price	**Php** 73,100.00

7.2 The above properties shall be sold on an "AS IS, WHERE IS" basis.

8. **BIDDING INFORMATION**

8.1 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.

9.2 The bids shall be contained in an envelope:

- Mayor's Permit or any proof of legal personality and authority to operate
- 2018 Annual Income Tax Return, stamped "received by the BIR or its duly accredited and authorized Institutions"
- Original copy of Authorization Letter if being represented
- Bidder's Inspection Certificate
- Corresponding Bid Bond
- Bidder's proposal in the prescribed Price Quotation Form

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

THE CHAIRPERSON
Property Disposal & Awards Committee
Southern Philippines Medical Center
J.P. Laurel Ave., Bajada, Davao City

9.4 The Bid Price offered must be on the lot as a whole.

10. **BID CURRENCY**

10.1 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. **VALIDITY OF THE PROPOSAL**

11.1 A bid will be deemed valid for a period of sixty (60) days or as stated in the Price Quotation Form. A Bid with a shorter validity period shall not be considered.

11.2 The SPMC may, after the expiration of the validity period of a bid, solicit the bidder's consent for an extension of said validity. The response shall be made in writing or fax or e-mail.

12. **ADDENDA TO SPECIFICATIONS**

12.1 SPMC shall reserve the right to amend, revise or modify the Bid Documents prior to the date of opening of bids. Such amendments, revisions, modifications, or clarifications, if any, will be made through addendum/addenda, and copies will be furnished to all prospective bidders.

12.2 In consideration of its best interest, SPMC may postpone the opening of bids to a later date. In any case, the addendum to be issued will include an announcement of the new date for opening of bids.

12.3 Bidders are required to acknowledge receipt of all addenda to the Bid Documents in the space provided on the Letter of Transmittal prior to the opening of bids.

12.4 Failure to acknowledge all the addenda may cause the bid to be considered as not responsive to the Invitation to Bid, which could result in the rejection of the bid.

13. **BIDDER'S EXCEPTION**

13.1 It is the desire of SPMC to eliminate or minimize as much as possible post building discussions of bidder's clarifications, deviations or exceptions. Therefore, any bidder who desires to make any clarifications, deviations or exceptions on some provisions of the Bid Documents should, within seven (7) calendar days before the date set for the opening of bids, communicate such clarifications, deviations or exceptions in writing to SPMC, giving the reasons therefore.

13.2 If the clarifications, deviations or exceptions are acceptable to SPMC, 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 SPMC.

14. **BID BOND**

14.1 Bid Bond per item/lot, as the case may be, which shall accompany the bid tender or is presented at the time of the opening of bids, shall be required from each bidder and should be at least 10% of the minimum bid price set by the government.

14.2 Bid Bond should be in the form of cash, manager's check, or cashier's check acquired from a reputable bank within the area where bidding is to be held.

15. SUBMISSION AND OPENING OF BIDS

15.1 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 PDAC Chairman or assigned PDAC member will open and read the bids at the presence of the bidders or their authorized representatives.

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

16. DEFECTIVE BIDS

16.1 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 bonds;
d) With insufficient bid bonds;
e) Not accompanied by a duly accomplished Bidder's Inspection Certificate;
f) With the validity period less than that required

17. WITHDRAWAL OF BIDS

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

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

18. RESERVATION CLAUSE

18.1 SPMC 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 SPMC to explain the reasons thereof.

19. ACCEPTANCE OF THE BID

19.1 The Bidder whose bid is the highest, responsive or complying bid on each of the individual items/lots and which is most advantageous to the SPMC shall be declared the Successful Bidder.

19.2 The Successful Bidder/Bidders must signify its consent to enter into the Contract within seven (7) days from receipt of the Notice of Award.

20. FAILURE OF BIDDING

20.1 PDAC 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 the terms and conditions prescribed in the Invitation to Bid (ITB) to Bidder;
d) Complying bidders failed to meet the minimum bid price.

21. AWARD OF CONTRACT

21.1 Award shall be made to the highest complying bidder.

21.2 Contract/Notice of Award shall be issued to the successful bidder after approval of the concerned approving authority per SPMC Manual of Approvals.

21.3 No transfer and/or assignment of award/contract shall be allowed.

21.4 The award shall be cancelled, rendered ineffective and the Bid Bond forfeited in favor of SPMC if the winning bidder fails or refuses to secure, sign or acknowledge the Notice of Award/Contract, within seven (7) days after receipt of written advice.

21.5 In case of "TIE" between two or more bidders, the winning bidder shall be determined through DRAWING OF LOTS.

22. PAYMENT

22.1 Upon determination of the awardee, the bid bond shall be considered as partial payment and the difference between such payment and the offered bid price shall be paid in the form of cash, cashier's check or manager's check of a reputable bank within the area where the bidding was held. Full payment shall be made within five (5) working days.

22.2 In case of failure of full payment within the prescribed period, the awardee shall be penalized through the cancellation of the award and forfeiture of the bond in favor of SPMC.

23. CLAIMING OF AWARD

23.1 Claims shall be made only by the awardees, after the bid price is fully paid as evidenced by an official receipt. It shall be effected in the presence of the accountable officer or his duly authorized representative and witnessed by the Disposal Committee.

23.2 The property officer of the owning agency shall accomplish a tally-out sheet as evidence of actual delivery. The tally-out sheet shall be signed by authorized agency official and the buyer acknowledging receipt of the items.

23.3 Claims shall be made only during official government working hours.

23.4 Claims shall be made within the period fixed by PDAC but not more than 15 days after awarding. Failure on the part of the awardee to claim the property within the stipulated period shall have the effect of cancellation of the award/contract. The awarded shall then be charged storage fees and other incidental fees/costs or damages.

24. TAXES, COSTS OR CHARGES

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

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

25. ACCEPTANCE OF BID TERMS AND WAIVER OF RIGHTS TO ENJOIN PROTEST

25.1 The bidder after having been issued the Bid Documents, has deemed accepted the terms and specifications established by SPMC and therefore waive any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against SPMC, 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 of Bidder/Business Name

_____
Printed Name & Signature of the Authorized Representative/Date Signed

_____
Complete Business Address

_____
(Tax Identification No.)

_____
Contact Nos. (Mobile and/or Landline)