



**PHILIPPINE NATIONAL
CONSTRUCTION CORPORATION**

INVITATION TO BID

The Philippine National Construction Corporation (PNCC), through its Task Force Asset Disposal (TFAD), invites interested bidders to submit bids for various junk/used equipment and scrap materials located at the following locations:

- | | |
|----------------|--|
| 1. PNCC | - Bicutan, Paranaque City. |
| 2. TRB | - Skyway Warehouse Taguig/Bicutan |

Bid documents will be issued from August 15 – September 19 , 2023 upon payment of a non-refundable fee of ₱1,000. All items may be inspected during office hours from Monday to Thursday only.

All sealed bids must be received at the PNCC-TFAD Office, PNCC Bicutan, Paranaque City on or before 10:00 AM, September 20 , 2023. The bids will be opened and tabulated shortly thereafter in the presence of the bidders. Bid deposits equivalent to Ten Percent (10%) of the bid amount, in the form of Cash or Manager's Check in Philippine currency, must be submitted together with the sealed bids. Bidders may submit bids either for a single or several items.

PNCC reserves the right to reject any or all bids, to waive any formality therein or to accept such bids as may be considered most advantageous to the Company. The decision of PNCC is final and binding.

Interested bidders may call PNCC/TFAD (George) at tel. # 8846-3414 for further details.

**DEMOSTHENES F. FAMINIANO
Head, MMD**



**PHILIPPINE NATIONAL
CONSTRUCTION CORPORATION**

Control No. -TFAD BF # 79

BIDDER'S ACKNOWLEDGMENT

I/We have carefully read the accompanying Specific Bidding Rules (SBR), for scrap/junk/used/surplus assets that will govern the bidding for the above assets hereby acknowledge that my/our bid for the above assets is/are submitted under the above conditions. I/We further agree to abide by and comply with PNCC/PMO/COA's decision on the bid that I/We hereby submit.

COMPANY NAME: _____

REPRESENTATIVE: _____

TIN # _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NO.: _____

DATE SUBMITTED: _____

BID DEPOSIT: _____

TOTAL BID AMOUNT: _____

TOTAL BID AMOUNT IN WORDS: _____

NOTE:

Last day of submission of bids, on or before 10:00 am, September 20 , 2023 where it will be opened and tabulated shortly thereafter in the presence of the bidders at PNCC Compound.



Philippine National Construction Corporation
Task Force Asset Disposal
Specific Bidding Rules
(For Batch No. 79)

SPECIFIC BIDDING RULES

I. PREPARATORY EXPLANATIONS

A. THE SBR/BF:

For purposes of the scheduled bidding, PNCC has come out with this Specific Bidding Rules (SBR), together with the Bid Form (BF) attached thereto, which prospective bidders are invited to procure and familiarize themselves with. The SBR contains the rules that shall be observed in the conduct of the bidding, the award of the sale of disposable asset for bidding to the most qualified bidder, and the conclusion of the sale and transfer of possession thereof. The BF, on the other hand, shall serve as the official entry of the prospective bidder into the bidding process, and shall bear the bidder's identity and particulars as well as his acknowledgment that he fully understands and binds himself to the rules governing the bidding to be conducted. The BF is an official issuance of PNCC and cannot therefore be duplicated or reproduced without its consent in writing.

B. RIGHT TO AMEND SBR/BF:

PNCC reserves the right to amend the SBR/BF for any reason whatsoever prior to the submission of bids. To ensure that he will be informed of any changes thereto, the prospective bidder shall be well advised to register his interest with the Task Force - Asset Disposal (Attn. of Engr. Demosthenes f. Faminiano) before hand. Last minute amendments, if deemed necessary by PNCC, shall be posted at the bidding hall near the designated drop box before the scheduled bidding date.

PNCC likewise reserve the right to introduce amendments/clarifications on the SBR at any time prior to the bidding with proper notification to all participating bidders. No amendment shall be made once actual bidding commences.

C. RIGHT TO REJECT BID/RE-BID

PNCC reserves the prerogative to reject any or all bids, to waive any formality, to accept such bids as may be considered most advantageous to its interest, to call off a bidding prior to acceptance of bids, and to call for a new bidding under amended/additional conditions, on account of any reason whatsoever.

D. SUPERVISION OF PMO/COA

The Commission on Audit (COA)/Privatization Management Office (PMO) shall be notified of the bidding and they may send their representative/s at their option to witness the conduct of the bidding process.

E. PRE-BIDDING CONFERENCES

Whenever deemed convenient or necessary, PNCC may, at its own instance, schedule and conduct pre-bidding conferences for purposes of discussing/clarifying any matter relating to or affecting the scheduled bidding. Notified bidders who fail to attend said conferences shall be personally accountable for their own failure to so attend.

F. OFFICIAL CLARIFICATIONS

PNCC shall not be held answerable for any personal clarification/explanation on these SBR/BF which may be given to the bidder by any employee or agent thereof, unless so stated in writing and signed by the Head, Task Force - Asset Disposal (TF-AD). The bidder assumes the risk of misinterpretations or misinformation taken from unauthorized sources.

II. PARTICULAR ON ASSETS BIDDED OUT

A. ASSETS OFFERED FOR SALE:

The properties offered for sale are composed of the following:

1. Junk/irreparable heavy parts and miscellaneous equipment.
2. Inventory Items
3. Junk Equipment/Service Vehicles.
4. Others (As listed in the Bid Form).
5. TRB ITEMS

B. THE BID PRICE:

The Junk/used equipment/scrap materials are being offered on Minimum Price Bidding for each item or whole lot.

III. BIDDING PROCEDURES

1. SUBMISSION OF BID AND BID DEPOSIT:

A.1 SEALED BIDDING: In determining to whom the properties offered for sale eventually be awarded, this bidding process shall be conducted by sealed bidding whereby prospective bidders shall be required to formalize their offers in official bid forms (BF) which shall be sealed in an envelope and deposited in an appropriate drop box prior to the commencement of the bidding. PNCC shall not accept any phoned-in or oral bids prior to the commencement of the bidding.

A.2 BID DEPOSIT: To validate any bid that shall be submitted, the bidder shall be required, as a condition to recognizing his bid, to tender a bid deposit equivalent to at least, ten percent (10%) of his bid price, in the form of cash or certified bank Cashier's/Manager's Check in Philippine currency, payable to the order of PHILIPPINE NATIONAL CONSTRUCTION CORPORATION, or PNCC. PNCC reserves the right to reject any and all bids which do not strictly comply with the requirements for a bid deposit. Offsetting of accounts shall not be considered.

PNCC shall accept bid deposits that may be short of the required 10% of the bid amount provided that the difference is no more than P100.00.

A.3 THE BID: The bidder is advised to fully and legibly accomplish the bid form (BF) which shall serve as his official bid for the assets offered for sale. To be considered valid, the bidder should also properly and fully accomplish the portions of the BF pertaining to his personal details, his signature, and his commitment to abide by these rules, failing any of which, PNCC reserves the right to reject the bid offered.

A.4 NO INSERTION OF ANY CONDITION IN THE BID: PNCC shall only accept unconditional bids, and the insertion of any condition in the bid form (BF) or the bid deposit tending to qualify the same into less than unconditional shall be outrightly rejected.

A.5 SUBMISSION OF BID AND BID DEPOSIT: The bidder shall submit the duly accomplished bid form (BF), enclosed in a sealed envelope with the markings "**BID FOR THE PNCC JUNK/USED EQUIPMENT/SCRAP MATERIALS – BATCH NO. 79**" and countersigned by the bidder on the flap thereof, together with the accompanying bid deposit before the bidding time. The sealed bid form (BF) shall be deposited by the bidder in a drop box intended for such purpose while the bid deposit shall be deposited with the PNCC Cashier who shall thereafter issue the bidder with the corresponding receipt thereof. The bidder shall deposit in the drop box the bid forms together with the receipt of the bid deposit, and PNCC assumes no responsibility for any losses brought about by the bidder's failure to abide by this procedure.

No bid shall be allowed to be withdrawn once deposited by the bidder or his designated representative into the drop box, and no bid deposit shall be allowed to be withdrawn from the PNCC Cashier until the results of the bidding are known and unless the bidder does not emerge as the highest qualified bidder for the properties bid out.

B. OPENING OF BIDS:

At the designated hour on the bidding day, representatives of PNCC Task Force-Asset Disposal (TF-AD), PMO and/or COA shall formally open the drop box and proceed to unseal, announce and tabulate all bids that have been submitted in the presence of all the bidders who may wish to attend the activity.

A fifteen (15) minute grace period is normally provided to allow bidders who are delayed for good cause to call in a request for a reasonable delay in the opening of the bids. PNCC will be the sole judge of the reasonableness of such request, and any delay in the unsealing of the bids shall be announced to all bidders who may be present.

No bids shall be accepted once the first sealed bid is opened.

C. SELECTION OF PREFERRED BID FORM:

- C.1 CONSIDERATION OF BIDS: All bids shall be considered in the presence of all bidders and under the supervision of PMO and/or COA representative(s). Defective bids shall be discarded by publicly announcing the reason/s thereof. PNCC's Task Force-Asset Disposal (TF-AD), upon consultation with the PMO and/or COA representative(s) present, shall promptly rule upon all issues relating to the qualification and disqualification of bids.

D. DECLARATION OF HIGHEST/QUALIFIED BIDDERS:

- D.1 DECLARATION OF HIGHEST BIDDER: Except in cases of a failed bidding, TF-AD shall immediately declare the highest bidder for the sale of the properties. For purposes of these rules, the following items as herein used shall have the following definition:
- D.1.1 *"FAILED BIDDING"* - Under COA rules where there is at most only one qualified bid received, the bidding shall be declared a failed one.
- D.1.2 *"QUALIFIED BID"* - Any bid, which fully complies with the requirements of this SBR and therefore qualifies for bidding, shall be considered a qualified bid.
- D.2 RETENTION/RETURN OF BID DEPOSIT: The bid deposit/s of losing bidders shall be returned to them as soon as the highest bids shall have been determined, upon presentation and surrender by the bidder or his authorized representative of the receipt thereof earlier issued to him by the PNCC Cashier. On the other hand, the bid deposit submitted by the PNCC declared highest bidder shall be retained and kept with PNCC to be credited to the full payment of the assets, if finally awarded to said bidder/s. The bid deposit of those who participated on failed bidding shall also be returned to them immediately after the bidding.
- D.3 ISSUANCE AND RECEIPT OF NOTICE OF AWARD: PNCC shall endeavor to issue the notice of award to the highest bidders within 6 working days from the opening of the bids. Bidders with the highest bids, on the other hand, are advised to acknowledge the award within 15 working days from the opening of the bids. PNCC may cancel the award and forfeit the bid deposits for failure of the bidders to accept the award within the prescribed period.
- D.4 DISPOSITION OF PROPERTY AFTER TWO SUCCESSIVE FAILED BIDDING: In case of two (2) failed biddings and PNCC decides to negotiate the sale of the properties, it shall give preference to those who submitted qualified bids thereof during the bidding by asking the qualified bidders, starting with the highest one and down to the lowest, to match the minimum price acceptable to PNCC. For this reason, PNCC shall open all bids for the additional purpose of determining which bids qualify.

Should there be no qualified bidder who agrees to raise his offer to the minimum price acceptable to PNCC within the specific time given, PNCC reserves the right to offer the properties for negotiation to other parties, or to bid out the properties anew, or to take any other action thereon which may be decided upon by PNCC without need of previous notice to the bidders.

- D.5 PREROGATIVE OF PNCC TO RULE: PNCC reserves the sole prerogative, upon consultation with PMO and/or COA representatives present, to rule upon any matter or conflict or dispute which may arise during the course of bidding based on these rules and the spirit under which these rules have been formulated.

E. NOTIFICATION OF FINAL AWARD:

- E.1 FINAL APPROVAL FROM PNCC PRESIDENT/CEO: The highest bidder realizes that the award of the offer for the sale of the PNCC assets shall be subject to the final approval of the PNCC President/CEO. Provided finally that should the PNCC President/CEO deny/disapprove the sale of said properties, the bidding conducted shall be deemed of no further effect as if no bidding was conducted at all. Offsetting of accounts shall not be considered.
- E.2 BALANCE OF BID PRICE: The balance of the bid price shall be paid by the winning bidder in cash or certified Cashier's/Manager's check (Banks in Metro Manila only) payable to the order of PNCC within five (5) working days from the bidder's receipt of the notice of approval of the sale by the PNCC President/CEO. Failure to pay the balance of the bid price within the reglementary period shall mean automatic forfeiture of the bid deposit and PNCC's prerogative to thereafter recommend to the PNCC President/CEO the acceptance of the next highest bid, or to set a new bidding, or to proceed with the disposal of the asset in some other manner it may deem fit and proper.
- E.3 MAILING ADDRESS: Unless so advised in writing beforehand, PNCC assume no risk in the winning bidder's failure to receive the notice of award in the event of change in his address as identified through the BF which he submitted for the bidding.

F. ASSUMPTION OF SALE

- F.1 BIDDER'S RESPONSIBILITY: It shall be the responsibility of the winning bidder to:
- F.1.1 Withdraw the junk/scrap materials from the PNCC yard.
- F.1.2 Secure the approval of any government agency in carrying out his purpose in acquiring the rights to the properties.

IV. GENERAL CONDITIONS

- A. Transfer costs, registration fees, documentary stamps, taxes, attorney's fees and other expenses incidental to the sale of the properties shall be for the account of the winning bidder/s.
- B. In addition to the prior confirmation of the sale to the winning bidder by the President/CEO of PNCC, any disposition beyond his signing authority of the assets bidded out shall further need prior confirmation of the PNCC Board of Directors.
- C. The winning bidder shall be responsible for any and all taxes, duties, fees, assessments and other charges, which may fall due on the bidded asset from and after the execution by PNCC of the Deed of Sale in his favor.
- D. The bidder shall hold PNCC and/or PMO/COA harmless from any claim, injury or damage arising from the latter conduct of this bidding and/or their enforcement of any right or prerogative, or their enforcement of any disclaimer of responsibility, specified under these rules or as may be directed under PMO/COA rules and regulations.

- E. In submitting a bid for the above assets, the bidder clearly understands that the assets are being offered on an **"AS-IS-WHERE-IS"** basis. The bidder further acknowledges that he/she has examined the assets offered and accepts PNCC's disclaimer of any warranty, implied or otherwise. Bidder furthermore assumes responsibility of verifying whether bidden asset/s is/are currently registered with LTO, where applicable.
- F. The items are being bidden out either a) by lot, b) by weight, or c) per piece or per unit basis.
- a) For items bidden out on a per lot basis, only bids pertaining to the entire lot shall be entertained; any bid for any individual item/s in the lot shall be treated as being submitted for the entire lot where such item/s is/are grouped.
- An estimated quantity or weight may be indicated for reference purposes but the bids submitted shall be considered as corresponding to the entire lot at the price offered regardless of the actual quantity or weight.
- b.) Items bidden out by weight or per piece are shown with estimated bid quantities. Payment for bought assets shall be based on actual weight or number of pieces at the unit price offered. Excess payment in case the actual weight or number of pieces is less than the bid quantity, shall be refunded to the winning bidder. On the other hand, if the actual weight or number of pieces exceeds the bid quantity, the winning bidder shall have the option to buy the remaining items at the same unit price. The winning bidder shall be given seven (7) days after completing the withdrawal of the estimated bid quantity within which to exercise this option. Payment for the estimated remaining quantity shall be made before any materials can be withdrawn.
- c.) Items bidden out on a per unit basis are bidden individually.
- d.) The bidder is cautioned against submitting one bid for two or more items belonging to different lots, or for two or more lots joined together, as the same may not accurately reflect his real intended bid for each item or lot being bidden out. Where such a bid is so submitted, PNCC and/or PMO/COA shall have exclusive right to the rightful manner of distributing the single bid over the several items or lots bidden for and rationally determine from a comparison of the bid submitted and the minimum or indicative prices set for all the bidden items or lots combined. In case PNCC and/or PMO/COA cannot so rationalize the bid submitted, they may opt to disregard or disqualify the bid submitted for the particular items or lots being bidden for.
- G. Where any items are being offered on a "minimum" bid basis, only bids matching or surpassing the minimum price set by PNCC shall be entertained. In the event that a certain bid cannot be clearly understood as being made for one unit alone or for the entire lot thereof, in addition to the presumption under Clause F (a) above, PNCC shall also have the prerogative of disregarding such bid or taking some other action thereon as it may deem appropriate under the circumstances, including disregarding or disqualifying the particular bid submission.
- H. The bidders hereby accept/s and acknowledge/s that in case a sale is awarded to him, dismantling, hauling and other costs and expenses incidental to his taking possession of the awarded asset/s shall be for their account. PNCC reserves the right to assign its representatives and to supervise and schedule the aforesaid dismantling and hauling by each buyer, for the purpose of preventing damage or pilferage.
- I. The transaction shall be subject to the final approval of the PNCC President/CEO, and/or PNCC Board of Directors, and/or, when applicable, the PMO Board and the Commission on Audit in accordance with Proclamation No. 50 as amended.
- J. The winning bidder/s assumes, the risk of pilferage, deterioration, and/or loss of the awarded asset from the moment that the same has been actually or constructively delivered by PNCC to him/her by execution of the final Deed of Sale in favor of the winning bidder and the notification by PNCC to the winning bidder of the availability of the awarded asset after such constructive delivery shall be charged to the account of the winning bidder.