

## PART II – GENERAL TERMS AND CONDITIONS IN THE SALE OF GOVERNMENT PROPERTIES

### A. TERMS AND CONDITIONS

1. The sale is on “*AS IS – WHERE IS*” basis.
2. It is understood that participating bidders have seen and inspected the subject unserviceable properties on the following schedule of inspections:

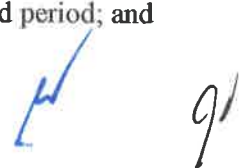
Date	Scheduled Time of Inspection/Ocular Visit
<b>October 18 – November 3, 2024</b>	<b>Morning – 9:00 – 11:00 AM</b> <b>Afternoon – 2:00 – 4:00 PM</b>

A representative from MMS shall assist the interested bidders on the inspection of the properties.

3. To clarify and/or explain any of the requirements, terms and conditions stipulated in the bid documents, a Pre-Auction/ Pre-Bid Conference shall be held on **October 25, 2024 at 1:30 PM at BAC Conference, NCMH Compound.**
4. A complete set of Bidding Documents / Terms of reference may be obtained from NCMH-Disposal Committee Secretariat, Procurement Section, National Center for Mental Health, Nueve de Pebrero St., Mauway, Mandaluyong City on **October 18 – November 3, 2024** and it may also be downloaded from the website of the National Center for Mental Health.
5. Bids shall be submitted in a sealed envelope not later than November 4, 2024 1:30 PM at the BAC Conference, NCMH Compound. The sealed envelope must contain the following:
  - a. Valid and Current Mayor’s Permit to Business; or
  - b. Government Identification Card and Brgy. Certificate to Individuals;
  - c. Valid SEC/DTI/CDA Registration Certificate for Business Entity;
  - d. Signed Instruction to Bidders;
  - e. Bid Bond in the form of cash or Cashier’s/Manager’s Check equivalent to 10% of the minimum bid price; and
  - f. Bidder’s proposal in the prescribed bid form (**Annex A and Part I – Proposal Form**)
6. Sealed Bids shall be prepared on the prescribed Bidding Forms and in strict compliance with the requirements of the instruction, placed in a sealed envelope and shall be labeled with **ITB-PA NO. 001-2023**, bidder’s name, address and contact number.
7. Bids that are not in the prescribed form or unsigned shall be considered defective and shall be automatically disqualified. Erasures / modifications shall be avoided. In case of erasures / modifications, the same shall be duly initialed by the bidders.
8. To guarantee the acceptance of awards and the faithful compliance of the bid conditions, the sealed bid tender must be supported by a bid bond in another envelope payable to the National Center for Mental Health (NCMH). A Bid Bond amounting to **10% of the minimum bid price** in the form of cash or Manager’s Check issued by a Universal or Commercial Bank, must be submitted and placed inside the sealed bid envelope. Bid submitted below the ceiling price/minimum bid price and/or without the corresponding Bid Bond shall be disqualified;
9. Deadline of submission of bids is on **November 4, 2024 1:30 PM**. Bids submitted beyond said deadline shall not be accepted.



10. A bidder may be allowed to withdraw his tender before the opening of bids. Such withdrawal shall be in writing duly signed by the bidder or his duly authorized representative. The withdrawn bids shall be returned unopened. A bidder that withdraws its bid shall not be permitted to submit another bid for the same project. After opening of the bids, no bidder shall be allowed to withdraw his offer.
11. Opening of bids will immediately follow after the deadline of submission of bids in the presence of all NCMH Disposal committee member, Commission on Audit (COA) representative and the bidders or authorized representative may witness the proceedings.
12. The bid bond shall first be opened and if it is found to be defective as defined and mentioned in paragraph M below, subject bid bond together with the sealed offer unopened shall be returned to the bidder and shall not be considered.
13. All bids shall be valid for at least 30 days.
14. After opening of the bids and preliminary evaluation by the NCMH Disposal Committee has been made, an acknowledgment receipt shall be issued to the evaluated winning bidder to cover his bid bond. All other bid bonds shall be returned immediately to the other bidders.
15. An Abstract of Bids shall be prepared by the NCMH Disposal Committee secretariat for signature of the Disposal Committee members and approval of the Head of the Agency or his authorized representative.
16. Notice of Award shall be given to the highest responsive bidder.
17. When two or more complying bidders made identical offers, *public auction viva voce* between those who made identical bids shall be resorted to add a price not less than the offer bids.
18. Upon determination of the winning bidder, the offer bid price shall be paid in the form of cash / manager's check within the area where the bidding was held. Full payment shall be made within five (5) working days from the date of the receipt of the Notice of Award.
19. Failure of the winning bidder to make the payment within the prescribed period, shall have the effect of cancellation of award/contract. The ten (10%) percent bid bond deposit shall be forfeited in favor of the NCMH.
20. Contract To Sell shall be signed and delivered back to the NCMH within five (5) working days after the receipt of Notice to Award.
21. The winning bidder shall be given Five (5) official government working days from receipt of the Notice to Proceed, to remove all items awarded to them.
22. All expenses incidental to the hauling/removal/loading of the unserviceable property shall be borne by the winning bidder and in case the winning bidder fails to complete the pick-up/hauling of the property within the prescribed period, the award shall be revoked/ cancelled. The next highest bidder shall be awarded the bid, so forth and soon.
23. The Bid Bond shall be forfeited in favor of NCMH in the following instances;
  - a. if the winning bidder refuses to accept the award;
  - b. in case the winning bidder fails to make the payment within the prescribed period; and



c. if the winning bidder fails to complete the pick-up/hauling of the property within the prescribed period.

The Bid Bond shall be returned to the concerned bidder/s after the winning bidder has completed the pick-up/hauling the properties and upon submission of the Certificate of Completion issued by MMS.

24. Failure of Bidding shall be declared in the following instances;

- a. If the prospective bidders are declared ineligible;
  - b. No bids are received;
  - c. All bids fail to comply with the bid requirements;
  - d. All bids are below the ceiling price; and
  - e. The winning bidder refuses to accept the award or the winning bidder fails to make the payment.
- A) Basis of Award – Award shall be given to the evaluated highest complying bidder. Where two or more complying bidder made identical offers, *public auction viva voce* between those who made identical bids shall be resorted to add a price not less than the offer bids.
- B) Unsuccessful Bidding – When the bids received are lower than the appraised value or when there are no bidders, a re-bidding shall be conducted. If impractical or uneconomical, the Disposal Committee of NCMH may effect the disposal of the property in any manner advantageous to the NCMH and the government in accordance with Executive Order No. 868.
- C) Contract to Sell – The Contract to Sell in the form attached herewith shall be signed by the awardee within five (5) working days from receipt of the Notice of Award. Unjustifiable failure or refusal on the part of the awardee to sign and deliver to NCMH the Contract to Sell within said period shall cause the forfeiture of the Bid Bond in favor of the government.
- D) Delivery
1. Notice to Proceed shall be issued to the awardee or his authorized representative after the invoice price is fully paid as evidenced by an official receipt.
  2. Loading – The awardee shall provide all labor and equipment necessary for loading and all expenses incidental to the withdrawal of the property shall be for the account of the bidder.
  3. Should the delivery of any items under the contract award extend beyond the prescribed office hours of this Office, the representative of the different participating offices shall be entitled to overtime payment of the rates prescribed by this Office, all expenses to be borne by the awardee.
- E) Penalty – Withdrawal of property shall be made within ten (5) government working days from the date receipt of the Notice to Proceed and failure on the part of the awardee to take withdrawal within the stipulated period shall have the effect of cancellation of the award and the ownership of the contracted property shall automatically revert to the government, who shall have the right to re-sell or dispose same thru whatever manner that may be deemed most advantageous.
- F) The original awardee shall not sell or transfer the goods under the contract to any other party until after full payment and complete delivery has been effected.
- G) Warranty
1. The awardee shall warrant that he has not given or prompted to give any money or gift to any official or employee to secure contract and any violation of warranty shall be sufficient grounds for the government to revoke and cancel the contract.



2. The awardee shall warrant that the equipment and/or property purchased by him shall not be resold to the government.
  3. The awardee shall warrant that his bid or offer is without collusion with any other person, firm or corporation bidding in the materials and equipment herein proposed to be sold, and no officer, agent or elected or appointive official of the government of the Republic of the Philippines or any political subdivision or instrumentality thereof is directly or indirectly interested in this bid.
- H) Contract award shall not be made to winning bidder or bidders unless they submit to this Office their respective Tax Identification Numbers and Income Tax Return for the year 2022.
- I) The awardee holds the government and/or National Center for Mental Health (NCMH) free and harmless from any and all claims, liabilities, damages, suit or causes of action in connection with the sale/transaction.

CONFORME:

\_\_\_\_\_  
Name and Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

