



REPUBLIC OF THE PHILIPPINES  
CIVIL SERVICE COMMISSION  
REGIONAL OFFICE NO. VIII  
GOVERNMENT CENTER, PALO, LEYTE

PUBLIC BIDDING  
(NOTICE OF SALE)

“DISPOSAL OF VARIOUS UNSERVICEABLE  
Office and ICT equipment and SCRAP/WASTE  
MATERIALS OF CIVIL SERVICE  
COMMISSION REGIONAL OFFICE NO. VIII,  
GOVERNMENT CENTER PALO, LEYTE”



**INVITATION TO BID**  
(Notice of Sale)

**CSCROVIII-PB-2021-001**

Please quote your offer price in the item/s indicated below and submit your proposals printed in your company/firm or your personal letterhead with your name, signature, company name (if any), address and contact numbers. Submit your proposals (format attached), together with the corresponding bid bond (10% of the floor price) in a sealed envelope on or before **October 18, 2021 at 2:00 PM** at CSCRO8 Board Room, Government Center, Palo, Leyte. Unsigned proposals below the floor price and those without the corresponding bid bond shall result to disqualification.

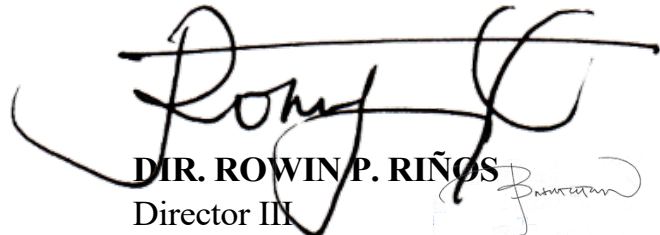
Lot No.	Item/Description	Minimum Floor Price	Location	BID
Lot No. 1	One (1) Lot Unserviceable properties consisting of Office/IT equipment and other materials including waste materials	Thirty Three Thousand Two Hundred Ten Pesos <b>Php 33,210.00</b>	CSC RO8, Government Center, Palo, Leyte	Price per Lot
Lot No. 2	One (1) Lot - 1 unit air conditioning unit (ACU)	One Thousand Three Hundred Twenty Eight Pesos and 84/100 <b>Php 1,328.84</b>	Eastern Samar Field Office (ESFO) - Borongan, Eastern Samar	Price per Lot
Lot No. 3	One (1) Lot - 3 units air conditioning units (ACUs)	Eight Thousand Four Hundred Pesos <b>Php 8,400.00</b>	Northern Samar Field Office (NSFO) - UEP, Catarman, Northern Samar	Price per Lot

Bidding documents may be obtained from CSCRO8 Disposal Committee Secretariat, CSC RO8, Government Center, Palo, Leyte. It may also be downloaded from the website of the Civil Service Commission, Regional Office No. 8.

Subject to the observance of minimum health protocols, prospective bidders are enjoined to inspect the above mentioned items stored within CSC RO8 compound before submitting your bids. The sale of the properties shall be on "AS IS,

WHERE IS” basis. The winning bidder shall take possession of the awarded properties without seeking assistance from this Office.

The Civil Service Commission Regional Office No. 8 (CSC RO8) reserves the right to reject any or all bids, to waive any formality therein, or accept the bid proposals which in its judgement is most advantageous to the agency. Thus, CSC RO8 decision on this matter shall be final and binding.



**DIR. ROWIN P. RIÑOS**  
Director III  
Disposal Committee Chairperson

## INSTRUCTIONS TO BIDDERS

### DISPOSAL OF UNSERVICEABLE PROPERTIES THROUGH PUBLIC BIDDING

(Located at Civil Service Commission, Regional Office No. 8, Palo, Leyte)

Attachment to **CSCROVIII-PB-2021-001**

#### A. Inspection of unserviceable Properties

Unserviceable properties consisting of Office and ICT equipment and scrap/waste materials for sale are available for viewing from **October 5-12, 2021** at the CSC RO8, Government Center, Palo, Leyte. Prospective bidders are enjoined to observe the minimum health protocols.

#### B. Schedule of Public Bidding

The public bidding shall be conducted on an “as is, where is” on a **per lot** basis by the CSC RO8 Disposal Committee on **October 12, 2021, 2:00 PM** at the **Integrity Hall, HRC Building, CSCROVIII, Palo, Leyte.**

#### C. Qualification of Bidders

Individuals, partnerships and/or corporations are qualified to participate in the bidding, subject to the submission of qualification documents, as may be required by the CSCRO8 Disposal Committee.

Duly authorized representative/s, if any, shall submit a certification issued by the President/General Manager/Governing Board/Owner of the firm, as may be applicable, authorizing him/her to speak for and submit bids in behalf of the latter.

#### D. Floor Price

A **minimum floor price** of the property has been set in accordance with accounting and auditing rules and regulations in the amount of **Thirty Three Thousand Two Hundred Ten Pesos (Php 33,210.00) - Lot 1; One Thousand Three Hundred Twenty Eight Pesos and 84/100 (Php 1,328.84) - Lot 2; and Eight Thousand Four Hundred Pesos (Php 8,400.00) – Lot**, for the Office and IT Equipment of CSCROVIII, CS FO – Borongan, Eastern Samar and CS FO – UEP, Catarman, Northern Samar, respectively.

#### E. Submission of Bids and Bid Bonds

1. Each bidder shall prepare his bid in the prescribed bid form (**Annex A & Part I – Proposal Form**) including data in support thereof in triplicate copies marked as “original”, “second copy” and “third copy”. In case of discrepancy among the copies, the original shall govern.

2. The bid shall be contained in a sealed envelope. **All pages of the bid shall be duly signed by the bidder.** Erasures or interlineations should be avoided or duly initialed by the bidder.
3. The bid shall contain the following:
  - a) Valid and Current Mayor's Permit, if applicable;
  - b) Valid SEC/DTI/CDA Registration Certificate, if applicable;
  - c) Signed Instruction to Bidders;
  - d) Bid bond per item/lot in the form of cash and should be at least 10% of the minimum floor price or equivalent to 10% of the bidder's bid price; and
  - e) Bidder's proposal in the prescribed bid form (**Annex A and Part I – Proposal Form**)
4. The bid must be submitted using the company's/firm's personal letterhead (see attached Annex A) to the CSC RO8 Disposal Committee Secretariat, CSC RO8, Government Center, Palo, Leyte, in a sealed envelope and shall be labeled with **CSCROVIII-PB2021-001, bidder's name, address and contact number.**
5. A Bid Bond amounting to **10% of the floor price/bidder's bid price** in the form of cash, must be submitted and placed inside the sealed bid envelope. Bids submitted below the floor price and/or without the corresponding Bid Bond shall be disqualified.
6. A Tender Box shall be made available at the CSCRO8 guard house, where bidders should place their bids.
7. Deadline of submission of bids is at **11:00A.M., October 12, 2021.** Bids submitted beyond said deadline shall not be accepted.

## **F. Opening of Bids**

1. Opening of bids will immediately follow after the deadline of submission of bids in the presence of the CSC RO8 Disposal Committee Members and the bidders who chose to attend.
2. A bid submitted cannot be changed or withdrawn after the deadline of submission of bids.
3. An Abstract of Bids shall be prepared by the CSCRO8 Disposal Committee Secretariat for reference

## **G. Awarding of Bids**

1. Award shall be made to the highest complying bidder;
2. In case of a tie, the CSCRO8 Disposal Committee will resort to non-discretionary criteria (toss coin or draw lots) to determine the winning bidder; and
3. If the winning bidder refuses to accept the award, said bidder will be blacklisted and shall not be allowed to participate in future biddings. The next highest bidder shall be awarded the bid, so forth and so on.

## H. Payment

1. One-time payment in cash shall be made within **five (5) working days** from the date of the Notice of Award;
2. An Official Receipt shall be issued by CSCRO8 covering the payment made by the winning bidder; and
3. In case the winning bidder fails to make payment within the prescribed period, said bidder will be blacklisted and shall not be allowed to participate in future biddings. The next highest bidder shall be awarded the bid, so forth and so on.

## I. Pick-up/Hauling of the Property by the Winning Bidder

1. The winning bidder shall be given **ten (10) calendar days** from receipt of the Notice to Proceed, to pick-up and haul the property;
2. Expenses incidental to the pick-up/hauling of the property shall be borne by the winning bidder; and
3. 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 so on.

## J. Forfeiture/Return of the Bid Bond

1. The Bid Bond shall be forfeited in favor of CSC RO8 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.
2. The Bid Bond shall be returned to the concerned bidder/s after the winning bidder has completed the pick-up/hauling of the properties.

## K. Failure of Bidding

Failure of bidding shall be declared in the following instances:

If prospective bidders are declared ineligible, no bids are received, all bids fail to comply with the bid requirements/terms and conditions, all bids are below the floor price, only one bidder submitted a bid tender for each lot and, subject to the conditions in Sections G.3 and H.3, the winning bidder refuses to accept the award or the winning bidder fails to make the payment on time.

CONFORME:

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**PART I – PROPOSAL FORM**

From : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To : BIDS AND AWARDS COMMITTEE FOR DISPOSAL OF  
UNSERVICEABLE CSCRO8 PROPERTIES  
Civil Service Commission  
Regional Office No. 8, Government Center, Palo, Leyte

A. I/WE, the undersigned have carefully examined and understood the Bidding Documents as my/our basis in the preparation of my/our bid estimate. I/we agree to purchase the item/s listed under Annex B of this document in conformity with the General Terms and Conditions in the Sale of Government Property (Part II of this bid document).

1. The following document shall form part of my/our proposal: Items purchased
  - i. Items purchased
  - ii. Price Offer
  - iii. General Terms and Conditions in the Sale of Government Property duly signed.
  - iv. Tax Identification Number
  
2. Sale shall be in “As-Is-Where-Is” basis.

B. I/We understand that minimum price offer shall be for the lot to be purchased.

	<b>Lot 1</b> <i>One (1) Lot Unserviceable properties consisting of Office/IT equipment and other materials including waste materials</i>
Amount of Price Offer (Philippine Peso)	Php _____
(Amount in Figures)	
	<b>Lot 2</b> <i>One (1) Lot – one (1) air conditioning unit (ACU)</i>

Amount of Price Offer (Philippine Peso)	Php _____
(Amount in Figures)	
	<b>Lot 3</b> <i>One (1) Lot – three (3) air conditioning units (ACUs)</i>
Amount of Price Offer (Philippine Peso)	Php _____
(Amount in Figures)	

C. I/We agree with the terms and conditions of the Deed of Sale (Part III of the bid documents).

D. Bid bond in the amount of (In Cash). \_\_\_\_\_

E. I/We agree that in the event I/we are awarded the contract, our bond shall be converted into and considered as down payment and the difference between such down payment and my/our bond, if any, shall be paid in the form of Cash, within five (5) working days from receipt of the Notice of Award.

F. I/We agree that in case of unjustifiable refusal and/or failure on my/our part to accept the award or to pay the balance of the award price within the above specified time or to comply with the bid conditions of the contract, my bid bond posted shall be forfeited in favor of the Civil Service Commission (CSC).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at Philippines

\_\_\_\_\_  
(Signature of Bidder or Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(State Position in the Company/Firm)

\_\_\_\_\_  
(Date and Seal of the Company/Firm)



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

Sealed proposal for the purchase of various unserviceable CSCRO8 properties/equipment stored at CSC RO8 compound, will be received by the Civil Service Commission Regional Office No. 8, Government Center, Palo, Leyte, not later than **October 5, 2021 at 11:00 AM.**, at which time and place, said proposal will be opened and read publicly.

Sale of government property thru public bidding shall be subject to the following terms and conditions:

- A) Sale shall be on “AS IS” and “WHERE IS” basis in cash.
- B) Items for sale are not to be re-exported to other countries.
- C) Accomplishment and submission of bids:
  - 1. It is understood that the bidder shall conduct a thorough inspection of the property for which he or she will bid, for his or her basis in preparing his or her estimate. Schedule of inspection can be conducted starting October 1-9, 2021 during official government office working hours.
  - 2. A bidder shall accomplish the bid tender in three (3) copies, typewritten as much as possible.
  - 3. The amount of the offer shall be clearly indicated in words and in figures, and in case of discrepancy, the amount in words shall prevail.
  - 4. The bidder shall sign the bid tender on all pages.
  - 5. Erasures, interlineations or alterations shall be avoided or duly initialed by the bidders.
  - 6. The bid tenders shall be enclosed in sealed envelope addressed properly and correctly as directed in the Invitation to Bid, and shall be submitted on the date and time fixed for the opening of bid.
  - 7. Late bid/s shall be returned to the bidder/s unopened.
- D) Bid Bond and Payment:
  - 1. 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 in the form of Cash payable to the Civil Service Commission, Regional Office No. 8 in the amount equivalent to **10% of the bid price.**
  - 2. Upon approval of the award, the bid bond of the awardee shall be converted into and considered as down payment, and the difference between such payment and his bid, if any, shall be paid in the form of Cash within five (5) working days from receipt of the Notice of Award.

3. In case of unjustifiable refusal and/or failure of the winning bidder to accept the award or to pay the balance of the award price within the above specified time or to comply with the bid conditions of the contract, the bid bond posted shall be forfeited in favor of the government.
- E) Minimum Bid – Minimum Bid acceptable is the price per lot for the ICT and Office Equipment and Price per Kilo for the scrap/waste materials indicated in the advertised Invitation to Bid
  - F) Withdrawal of Bids – A bidder may be allowed to withdraw his tender or offer before the time of opening of bid. Such withdrawal shall be in writing duly signed by the bidder or his duly authorized representative. His bid shall be returned to him unopened. After the opening of the bids, no bidder shall be allowed to withdraw his tender or offer.
  - G) Opening of the bids – The CSCRO8 Disposal Committee shall open all bids received at the time, date and place set in the Invitation to Bid. Bidders or their authorized representative may witness the proceedings.
  - H) 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.
  - I) All bids shall be valid for at least 30 days.
  - J) After opening of the bids and preliminary evaluation by the CSCRO8 Disposal Committee has been made, an official 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. Immediately after, the evaluated winning bidder may immediately assign his own security guard to secure the equipment for disposal to protect his own interest until final delivery is effected.
  - K) Evaluation – The CSCRO8 Disposal Committee shall evaluate the bid submitted and recommend awards within thirty (30) days from the date of the opening of bids.
  - L) The government reserves the right to reject any or all bids and to waive any informality or technical defect or defects in the bid and to accept such bid or offer as may be considered most advantageous to the best interest of the government. The decision of the government on this matter shall be final and binding.
  - M) Defective Bids – The following are considered as defective bids:
    - a. Bids not in the prescribed forms
    - b. Bids without sufficient bid bond
    - c. Unsigned bids
    - d. Bids with bidder's bond not in accordance with Provision No. D (1).

- N) Basis of Award – Award shall be given to the evaluated highest complying bidder. Where two or more complying bidder made identical offers, the award may be divided equally as practicable among them; unless the interest of the government demands that it should be given to only one bidder.
- O) 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 CSC RO8 may effect the disposal of the property in any manner advantageous to the CSC RO8 and the government in accordance with Executive Order No. 868.
- P) Deed of Sale – The Deed of Sale 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 CSC RO8 the Deed of Sale within said period shall cause the forfeiture of the Bid Bond in favor of the government.
- Q) 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.
- R) Penalty – Withdrawal of property shall be made within ten (10) calendar days from the date of contract award 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. The government shall confiscate whichever account is higher of the following:
1. Fifty percent (50%) of the full payment or;
  2. The difference between the original award amount paid by the awardee and the net proceeds of the re-sale amount of the subject property.
- S) 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.
- T) 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.
- U. 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 2017.
- V. The awardee holds the government and/or Civil Service Commission free and harmless from any and all claims, liabilities, damages, suit or causes of action in connection with the sale/transaction.

### PART III – DEED OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This contract executed in \_\_\_\_\_, Philippines on \_\_\_\_ day of \_\_\_\_\_, 2021 by and between:

The **Civil Service Commission, Regional Office No. 8, Government Center, Palo, Leyte**, of the Philippines (hereinafter called “the Entity”), herein represented by Director Victoria F. Esber, Regional Director, who is duly authorized to represent in this Agreement, hereinafter referred to as SELLER;

and

The \_\_\_\_\_, an individual/private corporation/partnership, organizes and existing by virtue of the laws of the Republic of the Philippines with principal office address at herein represented by \_\_\_\_\_ who is duly authorized and empowered for this purpose, as shown by \_\_\_\_\_ as Annex A and made an integral part hereof, hereinafter referred to as BUYER

WITNESSETH that:

WHEREAS, SELLER is the owner of various unserviceable CSC RO8 equipment that have been advertised for sale through public bidding;

WHEREAS, pursuant to the advertisement caused to be published by the SELLER in, the BUYER submitted bid for one (1) lot unserviceable equipment and scrap/waste materials (Attached Schedule as Annex B) in accordance with conditions and specifications contained in the bid document, and which bid of P \_\_\_\_\_ was found to be the highest complying and most advantageous to the SELLER;

WHEREAS, the SELLER, through its Bids and Awards Committee for the Disposal of Unserviceable Equipment and/or scrap/waste materials of CSCRO8, Government Center, Palo, Leyte with Memorandum No. \_\_\_\_ dated \_\_\_\_\_, resolved to award the sale of unserviceable equipment and scrap/waste materials (Attached Schedule as Annex B) in favor of the BUYER per Notice of Award dated \_\_\_\_\_ subject to the terms and conditions hereinafter stipulated.

NOW, THEREFORE, for and in consideration of the premises and covenants and agreements expressed, parties hereto agree:

#### 1. SUBJECT

The BUYER hereby undertake to purchase the various unserviceable equipment and scrap/waste materials (*Attached Schedule as Annex B*) on an “AS IS –WHERE IS” basis which shall be in condition and specifications particularized in the bid document hereof.

## 2. DELIVERY

- a. The withdrawal of equipment shall be made by the BUYER or his authorized representative after the invoice price is fully paid as evidenced by an official receipt in the presence of the Disposal Committee or their duly authorized representatives.
- b. The BUYER shall provide all labor and equipment
- c. Withdrawal of property and materials shall be made only during official government working hours.
- d. Should the withdrawal of any of the items under the contract award extend beyond the prescribed office hours of this Office, the representative of this Office shall be entitled overtime payment of the rates prescribed by this Office, all expenses to be borne by the BUYER.
- e. Withdrawal of the equipment shall be made within ten (10) calendar days from the date of contract award and failure on the part of the BUYER to withdraw 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 through whatever manner that may be deemed most advantageous. The government shall confiscate whichever account is higher of the following:
  - 1) Fifty (50%) of the full, or
  - 2) The difference between the original award amount paid by the awardee and the net proceeds of the re-sale amount of the subject property.
- f. The BUYER shall not sell or transfer the goods under the contract to any other party until after full payment and complete delivery has been effected.

## 3. CONSIDERATION

- a. For and in consideration of the various materials, equipment and scrap/waste materials hereof, BUYER shall pay the SELLER the amount of \_\_\_\_\_ (**Php** \_\_\_\_\_) in the manner hereinafter provided.

## 4. PAYMENT

- a. BUYER shall pay the SELLER the consideration in accordance with the terms provided for in the bid document.

## 5. WARRANTY

- a. The BUYER shall warrant that he has not given or prompted to give any money to any official or employee to secure contract and any violation of this warranty shall be sufficient grounds for the government to revoke and cancel the contract.
- b. The BUYER shall warrant that the equipment and/or property purchased by him shall not be resold to the government or re-exported to other countries.

- c. The BUYER 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.

6. OTHER CONSIDERATIONS

- a. The BUYER holds the government and/or Civil Service Commission, Regional Office No. 8 free and harmless from any and all claims, liabilities, damages, suits or causes of action in connection with the sale/transaction.

7. ENTIRE CONTRACT

- a. All documents and other pertinent papers referred to hereof are hereby annexed and adopted to form an integral part of this Agreement.
- b. There is no understanding or agreement to this contract on any subject that is not fully expressed herein. The contract shall take effect upon signing thereof by the parties and approval by the proper authorities, if necessary, subject to whatever addition, alteration, deletion and amendment that may be suggested by the Government Corporate Counsel which shall be binding, effective and shall form part of this contract.

SELLER:

BUYER:

CIVIL SERVICE COMMISSION

\_\_\_\_\_

REGIONAL OFFICE No. 8

\_\_\_\_\_

BY:

BY:

**VICTORIA F. ESBER**

Regional Director

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS