



17 January 2024

INVITATION FOR NEGOTIATED SALE

The **DEVELOPMENT BANK OF THE PHILIPPINES** invites interested parties for the sale of one (1) lot Movable Property items of the Bank, on a **"As Is Where Is"** basis, as follows:

Description	Location	Minimum Selling Price (MSP)
<ul style="list-style-type: none">Two (2) units Mitsubishi Lancer GLX 1.6; Model 2007, Sedan body type, powered by 4-cylinder gasoline fed engineOne (1) unit Isuzu Crosswind XT; Wagon, powered by 4-cylinder diesel-fed engine	DBP Head Office Warehouse, Kasuy Uno, Mambuyan, Antipolo City	₱215,360.00
<ul style="list-style-type: none">One (1) unit Toyota Corolla XL; Model 2004, Sedan, gas engine, manual transmission	DBP Training Complex, Baguio City	

The ocular inspection of the interested Offerors is from 22-26 January 2024, between 10:00 A.M. to 2:00 P.M.

Interested/invited offerors may submit their sealed proposals/offers for negotiation using the prescribed Negotiated Sale Form attached as Annex "A" and in strict compliance with the Negotiated Sale Rules indicated as Annex "B".

Proposals/Offer should in no case be lower than the Minimum Selling Price (MSP) indicated above. The Proposal/Offer shall also include the submission of the offeror's bond in the form of **cash** and in the amount equivalent to **10%** of the MSP and must be explicitly indicated in the Negotiated Sale Form.

Submission of sealed proposals/offers shall be addressed to the Chairperson, DBP Head Office (HO) Disposal Committee on **31 January 2024 at 10:00 a.m.** at the 6th Floor BAC Conference Room, DBP Building, Sen. Gil J. Puyat Avenue cor. Makati Avenue, Makati City.

For inquiries kindly contact Mr. Perseus C. Queyquep or Ms. Marivic M. Aquino at telephone nos. (02) 8818-9511 local 2000/2626 or via email at pcqueyquep@dbp.ph / mmaquino@dbp.ph.

DBP Head Office (HO) - Disposal Committee

Version January 2024.

ANNEX "A"

NEGOTIATED SALE FORM

Date:

The HO Disposal Committee

Development Bank of the Philippines

6th Floor DBP Building

Sen. Gil Puyat Avenue cor. Makati Ave., Makati City

My offer/proposal for the item/s being negotiated (all/per lot) is/are as follows:

Particulars	Minimum Selling Price (MSP)	Offer Amount
<ul style="list-style-type: none">Two (2) units Mitsubishi Lancer GLX 1.6; Model 2007; Sedan body type, powered by 4-cylinder gasoline fed engine;One (1) unit Isuzu Crosswind XT; Wagon, powered by 4-cylinder diesel fed engine; andOne (1) unit Toyota Corolla XL; Model 2004; 4-door Sedan	P 215,360.00	

TOTAL OFFER AMOUNT P _____

Total Offer Amount in Words: _____

I acknowledge that I was given the opportunity to sufficiently inspect the above item/s and that I have read and fully understood the Negotiated Sale Rules.

Enclosed is my cash bond of (Amount in Words): _____ (P _____), equivalent or more than 10% of my total offer/proposal.

Name of Company, if any	Offeror/Authorized Representative Printed Name and Signature/Designation
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NEGOTIATED SALE RULES

- 1) In submitting a offer/proposal, the Offeror acknowledges that he was given every opportunity to investigate, inspect and verify the item/s for sale/disposal to ascertain their actual condition.
- 2) The Offeror or his duly authorized representative should **sign the Negotiated Sale Rules** appended to the Negotiated Sale Form as proof of conformity thereto.
- 3) Sale shall be on an **"as is, where is"** basis.
- 4) The offer/proposal shall be in Philippine Currency and only **Cash** shall be entertained.
- 5) Officers and employees of DBP who are directly involved in the disposal, and their families up to the 3rd degree of consanguinity and affinity are ineligible to participate or to purchase any item in all forms of disposal that will be conducted by DBP.
- 6) Offers/proposals shall be submitted to the **DBP HO-Disposal Committee**, with the following address: Procurement and Facilities Management Group (PFMG), 6th Floor, DBP Building, Sen. Gil J. Puyat Avenue corner Makati Avenue, Makati City on or before the scheduled time and date of the Negotiated Sale. Offerors shall submit one (1) envelope, **clearly indicating the name of the Offeror and Negotiation Date on the front portion of the envelope** to be dropped in the designated box at the venue on the date and time specified in the Invitation for Negotiated Sale. Failure to drop the offer/proposal on the specified time may result to the disqualification by the interested offeror from joining the Negotiated Sale. **The envelope shall be signed and sealed across the flap** with the following contents:
 - a. **Duly signed Negotiated Sale Form and Negotiated Sale Rules;** and
 - b. **Cash Bond which should be greater or equal to 10% of the total offer/proposal.**
- 7) The Cash Bond shall also **be clearly indicated in the Negotiated Sale Form.** Failure to indicate the Cash Bond may result to disqualification to this Negotiation.
- 8) If the Offeror is an authorized representative of an individual, partnership or a corporation, the representative must submit **original and photocopy** of the duly **notarized** Letter of Authorization from the individual/company/partnership being represented, certified by the Managing Partner or by the Corporate Secretary of the Offeror Partnership or Corporation as part of the negotiated sale documents, as the case may be. The representative must submit a **photocopy of at least one (1) valid government-issued ID to the DBP HO-Disposal Committee**, original copy shall be presented upon request.
- 9) The Offeror or his duly authorized representative must be present during the negotiation. A Tender box shall be made available where Offerors should place their offers/proposal on or before the deadline that was set.
- 10) All offers/proposals shall be opened during the scheduled Negotiation by the DBP HO-Disposal Committee in the presence of representatives/s from the Commission on Audit (COA) and offeror-representative/s **on the date and venue specified in the Invitation for Negotiated Sale.**
- 11) Sealed Offers/Proposals shall be opened in order of their number in the Attendance Sheet provided by the DBP HO-Disposal Committee Secretariat to the attending Offerors, unless otherwise announced during the negotiation.
- 12) DBP reserves the right to delay the opening of the Sealed Offers/Proposals for justifiable reason/s.
- 13) No offer/proposal below the Minimum Selling Price shall be accepted.
- 14) All documents submitted, or to be submitted by the Offerors are presumed to be legally in order, that the person signing and executing said documents is authorized to do so; and that the signatures appearing thereon are authentic and not forged. Any material defect or misrepresentation on the documents which will invalidate or render unenforceable the offers/proposals submitted shall cause the rejection of the offer/proposal and the forfeiture of any amount tendered to the Bank.
- 15) In case of a tie between two (2) or more winning offerors, the concerned offerors will be requested to submit a new offer/proposal via a Sealed Offer/Proposal in the presence of the DBP HO-Disposal Committee and witnesses. The DBP HO-Disposal Committee shall provide Negotiated Sale Forms and envelopes to the concerned Offerors, which shall be opened once all the offers/proposals were given to the Chairperson of the DBP HO-Disposal Committee. Opening of the envelopes shall be in the order of submission of the envelopes. The Offeror with the highest new offer/proposal shall be declared Winning Offeror. If any concerned Offeror fails to submit within the time allotted by the Chairperson of the DBP HO-Disposal Committee, the original offer/proposal is considered resubmitted.
- 16) **The Winning Offeror's cash Bond shall be deposited to DBP on the same date of the actual negotiation.**
- 17) After the winning Offeror/s is/are declared by the DBP HO-Disposal Committee, the cash Bond/s shall be sealed and returned to the losing Offeror/s. The losing Offeror/s shall acknowledge receipt of the returned cash Bond/s.

- 18) Notice of Award (NOA) and/or original copy of the Official Receipt (OR), as proof of deposit, will be issued to the Winning Offeror.
- 19) In the event that a Winning Offeror, without justifiable cause, refused to accept the Notice of Award (NOA), if applicable, DBP shall forfeit the Offeror's cash Bond and may proceed to process the second highest offeror as the new Winning Offeror.
- 20) The Winning Offeror must complete the payment of his offer within **five (5) working days** from the date of the Negotiation. Failure to do so will result to the **cancellation of the award and forfeiture of his Cash Bond. In case the Winning Offeror fails to pay in full on the period specified, the item/s will be awarded to the 2nd highest Offeror.**
- 21) The Winning Offeror/s shall, at his own expense, pull out the item/s from its present site within **seven (7) working days from the date of full payment OR after all the necessary documents have been signed by both parties and/or duly notarized.** After which, DBP shall no longer be responsible for any loss/damages on the item/s and may opt to forfeit the full payment and award of the item/s.
- 22) No-show of the Winning Offeror on the agreed/scheduled hauling of items for two (2) times in a particular lot without properly informing DBP (in writing) ahead of time and without a valid reason will result to a forfeiture of the full payment and the award of the item/s.
- 23) Pull-out/hauling of items should be strictly coordinated with DBP. Request for schedule in hauling should be submitted to DBP **on or before 2:30 PM**, a day before the actual hauling of the items from the premises.
- 24) Transfer costs, registration fees, documentary stamp taxes and other expenses incidental to the sale, transfer and pull-out of the property/ies shall be for the account of the Winning Offeror.
- 25) The Winning Offeror shall be solely responsible for any and all injuries or damages to persons or property caused by it and/or of its service personnel assigned to undertake the actual hauling of the items. And that the DBP shall not be responsible for the death or injury sustained by the Winning Offeror's personnel while in the performance of their hauling activity. In case of such death, accident or damage, DBP is specifically relieved of any damage and responsibility, therefore.
- 26) Hauling should be undertaken **between 8:00 a.m. to 5:00 p.m. during regular working hours** except for items that shall be hauled by large vehicles, which will depend on the 'Truck Ban' being imposed by the LGU where the items are located (e.g. DBP Head Office and/or Antipolo Warehouse, etc.).
- 27) Failure of Negotiated Sale shall be declared in the event of the following:
 - a. There is no interested participant/offeror; or
 - b. No participant/offeror complies with the terms and conditions prescribed in the Invitation for Negotiation; or
 - c. No participant/offeror meets the minimum selling price; or
 - d. The DBP HO-Disposal Committee rejects all offers submitted pursuant to Item **No. 29** of this Negotiated Sale Rules.
- 28) Withdrawal by the Offeror of his submitted offer for any cause shall mean forfeiture of his Cash Bond in favor of DBP as liquidated damages.
- 29) DBP reserves the right to reject any or all offers, to waive any formalities therein, such offers as may be considered advantageous to the Bank. The decision of the Bank is final and binding.

CONFORME:

Name and Signature of Offeror/Authorized Representative

Date