



**Divestment and Disposal Committee**

**SUPPLEMENTAL BID BULLETIN  
ADDENDUM NO. 1  
January 08, 2019**

**REF: Sale thru Negotiation for the Services of a Buyer for Sale of Scrap Paper Materials  
for Three (3) Years**

The Divestment and Disposal Committee (DDC) hereby issues this Supplemental Bid Bulletin to inform all concerned of the following:

- a. New time/schedule for the conduct of Sale Thru Negotiation. To wit:

Activity / Date	Original	New	Venue
Submission of Sealed Proposal/s	January 10, 2019, until 10:00am	January 14, 2019, until 10:00am	HRD Training Room, 9 <sup>th</sup> Flr., Sun Plaza Bldg., Shaw Blvd., Mandaluyong City
Opening of Sealed Proposal/s	January 10, 2019, 10:30am	January 14, 2019, 10:30am	

- b. The revised page numbers 5 and 6 of the Instructions/Terms and Conditions and the first page of the Omnibus Sworn Statements for Corporation, for Partnership and for Private Individual/Sole Proprietorship are hereto attached which may also be downloaded from the website of the PCSO (www.pcsso.gov.ph).
- c. The complete set of Negotiation Documents shall be issued to interested offerors/buyers until **8:30am of January 14, 2019** after payment of a non-refundable fee of **Php 1,000.00**.
- d. The Scrap Paper Materials consists of the following items:

ITEM DESCRIPTION	LOCATION	MINIMUM BID PRICE (IN PHP)
PAPER TRIMMINGS	PCSO SAN MARCELINO WAREHOUSE AND CAMP AGUINALDO WAREHOUSE	<b>9.00/KILO</b>
PAID SCRATCH & MATCH TICKETS	PCSO SAN MARCELINO WAREHOUSE AND CAMP AGUINALDO WAREHOUSE	
NEWSPAPERS & BOXES/CARD BOARDS	PCSO SAN MARCELINO WAREHOUSE AND CAMP AGUINALDO WAREHOUSE	

ALL OTHER MATTERS NOT INCLUDED IN THIS ADDENDUM ARE HEREBY MAINTAINED BY THIS COMMITTEE.

For the guidance and information of all concerned.

  
**ATTY. MARISSA O. MEDRANO**  
DDC Chairperson

## 10. MISCELLANEOUS PROVISIONS

### 10.1. Inspection of the scrap materials and Waiver of Warranties

- a. Offerors/Buyers submitting their bid tender shall be deemed to have inspected the scrap paper materials and to have been sufficiently apprised of its physical condition. All offers are submitted under the condition that the PCSO shall in no case be liable for breach or any legal contractual warranties even if a contrary stipulation appears in the Contract.
- b. Items to be bid shall be sold on an "As is Where is" basis.

10.2. Reservations. The PCSO, through the Divestment and Disposal Committee, reserves the right to reject any or all proposals, to waive any formality found therein or to accept the proposal which in its judgment is most advantageous to the PCSO. Proponents by submitting their proposals warrant and guarantee that the decision of the PCSO is final and binding and shall not question the same under pain of paying liquidated damages of not more than Fifty Thousand Pesos (Php50,000.00) without prejudice to the PCSO's right to claim for other damages.

### 10.3. Defective Proposals

- a. Proposals/Tenders that are not in prescribed form (e.g., unsigned bids) and/or those not accompanied or guaranteed by bid bonds at the time of Negotiation are considered defective bid tender.
- b. Defective proposals/tenders may be rectified in the presence of the proponents and members of the Divestment and Disposal Committee.

### 10.4. Proposals with Conditions

- a. Only proposals/tenders made in accordance with the conditions embodied in the Invitation to the Sale thru Negotiation and this Instructions/Terms and Conditions shall be considered unless in the judgment of the Divestment and Disposal Committee, the bid tenders with new or different conditions are most advantageous to the PCSO.
- b. The introduction of new or additional conditions by the Offerors/Buyers shall be deemed not written if found and determined to be disadvantageous to the PCSO. In such case, the terms and conditions embodied in the Invitation to the Sale thru Negotiation and this Instructions/Terms and Conditions shall be the basis.

## 11. PERFORMANCE SECURITY

11.1. Within ten (10) calendar days from receipt of the Notice of Award from the PCSO but in no case later than the signing of the contract by both parties, the successful Buyer shall furnish the PCSO thru the DDC the performance security in any of the following forms:

1. Cash or cashier's/manager's check – **Equivalent to 5% of (the Average Monthly Collection from previous PCSO Contract multiplied by the bid price of the Winning Bidder for three (3) years (e.g.,  $P17,000.00 \times P9.00 \times 3\text{yrs} = P459,000.00 \times 5\% = P22,950.00$  Performance Security);**

\_\_\_\_\_  
Signature over Printed Name  
of Authorized Representative

\_\_\_\_\_  
Name of Company

2. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. – **Equivalent to 30% of (the Average Monthly Collection from previous PCSO Contract multiplied by the bid price of the Winning Bidder for three (3) years (e.g., P17,000.00 x P9.00 x 3yrs = P459,000.00 x 30%= P137,700.00 Performance Security);**

11.2. Failure of the successful Offeror/Buyer to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and/or forfeiture of the bid security.

11.3. The performance security shall only be released after the issuance of the final Certificate of Completion of the Contract (CCC) by the ASMD.

## 12. CONTRACT

12.1. The successful Offeror/Buyer will be awarded:

- a. The contract for the above item/project; and
- b. Three (3) years contract to purchase and haul all the subject paper scrap materials stored at the PCSO San Marcelino, Manila and Camp Aguinaldo, Quezon City at the same price quoted and won by the buyer.

12.2. The successful Buyer must submit satisfactory evidence that the person/s who signed the Contract in his/her name has sufficient authority to bind the Buyer (i.e., Board Resolution or Secretary's Certificate in case of a Corporation; Partnership Resolution in case of a Partnership, and Certificate of the Sole Proprietor in case of sole proprietorship).

12.3. The buyer shall defray all expenses to be incurred in connection with the execution of the bill of sale including notarial and registration fees and such other fees and expenses that may be necessary for the validity of the instrument and/or others that may be executed to implement the terms and conditions of the sale.

12.4. The buyer shall assume payment of all taxes as may be imposed now or hereafter on items sold.

12.5. An official receipt shall be issued in favor of the winning bidder after full value of the items shall have been paid.

12.6. The buyer shall be responsible for the transfer or transport of the items sold upon prior written notice to PCSO through the Divestment and Disposal Committee.

12.7. The transfer or transport of the items sold **shall be done on a monthly basis**, to commence **upon receipt of the Notice to Proceed (NTP)** under the pre-approved schedule of PCSO.

I/WE AGREE TO THE FOLLOWING:

NAME OF COMPANY/BIDDER \_\_\_\_\_

SIGNATURE OVER PRINTED NAME  
OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

## Omnibus Sworn Statement

### For Private Individual / Sole Proprietorship

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

I, \_\_\_\_\_, of legal age, *single/married*, Filipino, and residing at \_\_\_\_\_, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the sole proprietor or authorized representative of \_\_\_\_\_ with office address at \_\_\_\_\_;
2. As the Bidder/owner and sole proprietor, or authorized representative of \_\_\_\_\_, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the Sale thru Negotiation of a *Buyer for the Sale of Scrap Materials of the Philippine Charity Sweepstakes Office, as shown in the attached duly notarized Special Power of Attorney*;
3. \_\_\_\_\_ is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. \_\_\_\_\_ is authorizing the Board of Directors or its duly authorized representative(s) to verify all the documents submitted;
6. The Bidder/owner or sole proprietor is not related to the governing Board of Directors, members of the Divestment and Disposal Committee (DDC), the DDC Secretariat, or the personnel of Assets and Supply Management Department (ASMD) by consanguinity or affinity up to the third civil degree;
7. \_\_\_\_\_ complies with existing labor laws and standards; and
8. \_\_\_\_\_ is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Negotiation Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Sale thru Negotiation of a *Buyer for the Sale of Scrap Materials*.
9. \_\_\_\_\_ did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any disposal or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

*Mmm* *7* *ne*

## Omnibus Sworn Statement

### For Partnership

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, \_\_\_\_\_, of legal age, [Civil Status], [Nationality], and residing at \_\_\_\_\_, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of \_\_\_\_\_ with office address at \_\_\_\_\_;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the Sale thru Negotiation of a *Buyer for the Sale of Scrap Materials* of the *Philippine Charity Sweepstakes Office*, as shown in the attached \_\_\_\_\_ [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];
3. \_\_\_\_\_ is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. \_\_\_\_\_ is authorizing the Board of Directors or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers and members of \_\_\_\_\_ is related to the governing Board of Directors, members of the Divestment and Disposal Committee (DDC), the DDC Secretariat, or the personnel of Assets and Supply Management Department (ASMD) by consanguinity or affinity up to the third civil degree;
7. \_\_\_\_\_ complies with existing labor laws and standards; and
8. \_\_\_\_\_ is aware of and has undertaken the following responsibilities as a Bidder:
  - a. Carefully examine all of the Negotiation Documents;
  - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the Sale thru Negotiation of a *Buyer for the Sale of Scrap Materials*.
9. \_\_\_\_\_ did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any disposal or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

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*[Handwritten signature]*



# Omnibus Sworn Statement

## For Corporation

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, \_\_\_\_\_, of legal age, [Civil Status], [Nationality], and residing at \_\_\_\_\_, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of \_\_\_\_\_ with office address at \_\_\_\_\_;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the Sale thru Negotiation of a *Buyer for the Sale of Scrap Materials* of the *Philippine Charity Sweepstakes Office*, as shown in the attached \_\_\_\_\_ [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]
3. \_\_\_\_\_ is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. \_\_\_\_\_ is authorizing the Board of Directors or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of \_\_\_\_\_ is related to the governing Board of Directors, members of the Divestment and Disposal Committee (DDC), the DDC Secretariat, or the personnel of Assets and Supply Management Department (ASMD) by consanguinity or affinity up to the third civil degree;
7. \_\_\_\_\_ complies with existing labor laws and standards; and
8. \_\_\_\_\_ is aware of and has undertaken the following responsibilities as a Bidder:
  - a. Carefully examine all of the Negotiation Documents;
  - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the Sale thru Negotiation of a *Buyer for the Sale of Scrap Materials*.
9. \_\_\_\_\_ did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any disposal or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

  