ANNEX A

INSTRUCTION TO BIDDERS AND TERMS & CONDITIONS OF SALE
For the Disposal of (1) Lot Waste Material for the CY 2025

1. FLOOR PRICE

1.1. Bids shall be for the sale of **One (1) Lot Waste materials for the CY 2025** detailed as follows:

Description	Floor Price	Location
One (1) Lot Waste Material for the CY 2025	**125,647.30**	CEZ Pump 2 Warehouse

1.2 The above Waste Material shall be sold per lot on an **"AS-IS-WHERE-IS" basis**

1.3 The total cost shall be inclusive of all applicable taxes, duties, cost or charges of any kind in connection with the sale of the properties.

2. SCHEDULE OF ACTIVITIES

Activity	Date / Time	Venue
Publication of Invitation to Bid	July 7– July 10, 2026	PEZA Website CEZ Bulletin Board
Inspection of Waste Materials	July 13– July 17, 2026 9:00 AM – 4:00 PM	Pump 2 Warehouse
Issuance of Bid Forms and other documents	July 20– July 23, 2026 9:00 AM - 4:00 PM	G/F, New admin Bldg. CEZ Rosario, Cavite
Pre-Auction Conference	July 28, 2026 2:00 PM	2/F Function Room, New Admin Bldg. CEZ Rosario, Cavite
Submission of Sealed Bid Offer, Bid Opening and Evaluation of Bid Proposals	July 31, 2026 2:00 PM	2/F Function Room, New Admin Bldg. CEZ Rosario, Cavite

3. QUALIFICATION OF BIDDERS

3.1 Individuals, sole proprietorship, partners and/or corporation are qualified to participate in the public auction, subject to the qualification documents, as may be required by the Disposal Committee.

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

4. PRE-AUCTION CONFERENCE

4.1 The pre-auction conference will be held on **July 28, 2026, 2:00 PM** at the 2/F Function Room, New Admin Bldg., CCEZ Rosario, Cavite.

4.2 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Agency's requirements. **Non-attendance of the Bidder will in no way prejudice its bid;** However, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin.

4.3 Any statement made at the pre-auction conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

5. INSPECTION OF UNSERVICEABLE PROPERTIES

5.1 The (1) One Lot Waste Materials for the CY 2025 located at CEZ Pump 2 Warehouse inside the Cavite Economic Zone are available for inspection from **July 13 – July 17, 2026 (except weekend and holiday/s)** with prior coordination with the CEZ Disposal Committee Secretariat and ASD.

5.2 Inability of the bidder to inspect the unserviceable properties and equipment subject for disposal does not affect the submitted bid. However, it will be understood that the bidder is aware of the conditions of these disposable properties.

6. SUBMISSION OF BIDS AND BID BONDS

6.1 Each bidder must submit a complete set of bid documents containing the following:

6.1.1 Fully accomplished and signed Bid Form
6.1.2 Certified True Copy of a valid and current Mayor's Permit
6.1.3 Duly Signed Instruction to Bidders and Terms of Conditions

The above listed documents **must be contained in one (1) envelope** securely sealed, marked/labeled with the project title as appearing in the Invitation to Bid, the bidder's name, address and contact number and must be submitted to the Secretariat of the Disposal Committee on or before the deadline for bid submission.

6.2 BIDDER'S BOND

6.2.1 The bidder's/auction bond, shall be submitted along with the bid equivalent to 10% of the total bid value which may be in the form of cash or manager's/cahier's check which shall be paid electronically via PEZA MYEG online payment platform. An Order of payment shall be issued to the Bidders upon request.
6.2.2 Bid bonds of non-winning bidders shall be returned immediately after an announcement of winning bidder.

7. MODIFICATION and WITHDRAWAL OF BIDS

7.1 A bidder may modify its bid after it has been submitted, provided that the modification is received by the CEZ Disposal Committee prior to the deadline of submission of bids.

7.2 A bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the CEZ disposal committee prior to the deadline of submission of bids. A bidder that withdraws its bid shall not be permitted to submit another bid for the same project; and

7.3 Modification/Withdrawal of bids shall not be allowed after the deadline of submission of bids.

8. OPENING OF BID

8.1 All bid/proposal received shall be opened physically at the time, date and place set in the invitation to bid at the **2/F Function Room PEZA CEZ Rosario, Cavite** upon determination of quorum. Bidders or their duly authorized representatives may witness the proceedings.

8.2 The bidder offering the Highest Responsive Proposal shall be declared the winning bidder.

8.3 The bidder tender/s shall be signed by the members of the CEZ Disposal Committee or their authorized representatives who had actually attended the opening of auction tenders immediately after it is opened and announced in order to confirm compliance with the requirements of the auction.

9. AWARDING OF BIDS

9.1 A Notice of Award shall be issued immediately to the highest rated responsive bidder.

9.2 In the event of a tie between two (2) or more highest bids, the winning bidder will be selected using a non-discretionary and impartial tie-breaking method, (toss coin or draw lots) to determine the winning bidder.

10. PAYMENT TERMS

10.1 The winning bidder must remit full payment of the bid amount within five (5) calendar days from receipt of the Notice of Award.

10.2 The submitted bid bind shall be credited as part of the payment in case of award.

11. FORFEITURE AND AWARD TO NEXT HIGHEST BIDDER

11.1. The bid bond shall be forfeited in favor of PEZA-CEZ in the following instances:

a. If the winning bidder fails to pay full amount within the specifies time frame
b. opts to withdraw after the bid opening or refuses to accept the award,
c. fails to complete the pickup/hauling within the prescribed period.

11.2 The award may then be offered to the second-highest bidder who shall post a new bond upon acceptance of the award.

12. PICK-UP/HAULING/WITHDRAWAL OF PROPERTY

12.1. The winning bidder shall be given **ten (10) calendar days from the date of full payment** to remove/withdraw the property from the government premises.

12.2. Failure by the winning bidder to complete the pickup within the prescribed period will incur a daily storage fee of 0.1% (one-tenth of one percent) of the total bid price.

12.3. A **grace period of five (5) days with penalty will be allowed**. After this period, ownership of the items shall automatically revert to the Authority, the bid bind shall be forfeited, and;

12.4. The Authority reserves the right to dispose of the property by any means deemed advantageous in accordance with the COA-DBM Joint Circular No. 2024-1.

13. FAILURE OF BIDDING

13.1. A bidding shall be declared failure under any of the following cases:

a. No bids are received within the submission deadline;
b. All bids are non-compliant with the requirements stated in these Instruction and Terms;
c. All bids are below the ceiling/floor price;
d. The winning bidder refuses to accept the award or fails to make payment.

13.2 In case of a failed first public auction, a re-auction shall be scheduled.

14. RELEASE OF DOCUMENTS FOR PULL-OUT

14.1. Necessary documents such as Gate Passes and other authorizations for property removal shall be issued in the name of the winning bidder only.
14.2. The CEZ Property Officer shall accomplish a tally-out sheet as evidence of actual withdrawal. The tally-out sheet shall be signed by the
14.3. authorized agency official and the buyer acknowledging receipt of the items.

15. INCIDENTAL EXPENSES

15.1. The winning bidder shall bear all cost related to the transportation, hauling, and removal of the awarded properties.

16. RESERVATION CLAUSE

16.1. The CEZ Disposal Committee reserves the right to reject any or all bids, waive any defect contained hereto and accept the offer most advantageous to the Authority, without any obligation on the part of CEZ to explain the reasons thereof.
16.2. CEZ shall reserve the right to amend, revise or modify the Bid Documents prior to the date of opening of bids. Such amendments, revisions, modifications, or clarifications, if any, will be made through a supplemental bulletin and copies will be furnished to all prospective bidders.
16.3. In consideration of its best interest, CEZ may postpone the opening of bids to a later date. In any such case, the addendum to be issued will include an announcement of the new date for opening of bids.

17. MOTION FOR RECONSIDERATION

17.1. A motion for reconsideration (MR) may be **filed by the bidder within fifteen (15) days from receipt of the notice of decision**. The Disposal Committee shall resolve with finality the MR within fifteen (15) days from the filing thereof.

18. ACCEPTANCE OF BID TERMS AND WAIVER OF RIGHTS TO ENJOIN PROTEST

18.1. The bidder after having been issued the Bid Documents, has deemed accepted the terms and specifications established by the CEZ Disposal Committee and therefore waive any right it may have, seek and obtain a writ of injunction or prohibition or restraining order against CEZ, to prevent or restrain the bidding process or any proceedings related thereto, the negotiation or award of the contract to the successful bidder and the implementation of the awarded contract.

ATTY. ARMEEN ALAIN B. GOMEZ
Chairperson
CEZ Disposal Committee