

The Republic of the Philippines

**Sale of Loboc Property
through Public Auction**



**POWER SECTOR
ASSETS & LIABILITIES
MANAGEMENT CORPORATION**

Supplemental Bid Bulletin No. 1

26 November 2020

SUPPLEMENTAL BID BULLETIN NO. 1

SALE OF LOBOC PROPERTY LOCATED IN LOBOC, BOHOL

1. Bidders are hereby notified of the amendments, revisions, modifications and clarifications to the Bidding Procedures dated 04 November 2020 for the Sale of Loboc Property, located in Barangays Gotozon and Bagumbayan, Loboc, Bohol with Project Reference No. PBAC-REA-PA-LP-2020-002-02.

In accordance with the Bidding Procedures, Bidders are required to acknowledge receipt and acceptance of the terms and conditions of the Bidding Procedures and each Supplemental Bid Bulletin on the space provided in the Letter of Transmittal accompanying this Supplemental Bid Bulletin.

Failure to acknowledge receipt and acceptance of the terms and conditions of the Bidding Procedures and each Supplemental Bid Bulletin may cause the Bid to be considered as not responsive to the Bidding Procedures, which could result in the disqualification and/or rejection of the Bid.

In any case, it is conclusively presumed that the Bidder in preparing the Bid has taken into account, understood and accepted the information and procedures set forth herein in the Bidding Procedures and in the subsequent Supplemental Bid Bulletins.

2. **AMENDMENT OF SECTION IB-11 SUBMISSION OF BIDS**

Section IB-11 is hereby amended as follows:

From:

Sealed Bids will be accepted from direct buyers only on 02 December 2020 until 2:00 pm at the 24th Floor, Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, Quezon City. The bid box shall be closed at exactly 2:00 p.m. on said date

To:

Sealed Bids will be accepted from direct buyers only on 02 December 2020 until 2:00 pm at the 24th Floor, Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, Quezon City. The bid box shall be closed at exactly 2:00 p.m. on said date

However, due to the Covid19 pandemic community quarantine imposed in various parts of the country, Bidders at their option, may submit their Bids through courier services and these must be received by PSALM on or before the Bid Submission Deadline.

Bidders who opt to submit their Bids through courier services shall execute a waiver (Form No. 5- Waiver) which shall be submitted together with their Bids. Failure to submit said duly executed Waiver shall be ground for disqualification of Bidders.

The form of said waiver is attached to this SBB No. 1 as Annex "A".

3. AMENDMENT TO IB-06 CONDITIONS OF SALE

IB-06 Condition of Sale, is hereby supplemented and shall read as follows:

"9. Lot No. 930-PT, having an area of 3,662 square meters, is covered by a 20-year Land Lease Agreement (LLA) between PSALM ("LESSOR") and Sta. Clara Power Corporation ("LESSEE"). The LLA shall expire on 30 June 2025. The Winning Bidder shall respect and protect the LESSEE's leasehold rights for the remaining term of the LLA."

4. CLARIFICATION ON BIDDERS' QUERIES

Below are PSALM's clarifications on queries raised by Bidders:

Bidder	Query	PSALM Response
SPC Power Corp. (SPC)	1. Are Bidders required to submit the original copy of documents required in the Bidding Documents.	The Certified True Copies of required constitutive documents will be considered compliant to the required submission of documents. The originals of said documents, however, shall be presented during post-qualification.
	2. What are the effects of the LLA in the transfer of property to the Winning Bidder? Does the LLA have an option for extension?	Section 2.01 of the LLA provides that the "Agreement may be renewed for another period of ten (10) years or the remaining corporate life of the LESSOR, whichever is shorter, upon the mutual and written agreement of the Parties..." Further, Section 12 of the LLA provides that "The LESSOR may sell, mortgage, convey, or otherwise alienate or encumber its rights, in whole or in part, over the Leased Premises to any third party, provided that the

Bidder	Query	PSALM Response
		<p><i>LESSEE's leasehold rights shall be protected and respected."</i></p> <p>In the event that the Leased Premises are sold to a third party prior to the expiration of the term of the LLA, however, PSALM shall no longer be in the proper position to agree to an extension of the term of the LLA.</p>
Sta. Clara Power Corp. (SCPC)	<p>3. Access to Loboc HEP shall not be hindered</p> <p>As the owner of the LHEPP, Sta. Clara wants to be clarified on the effect of the bidding to their beneficial use of LHEPP. The bidding documents mention that portions of the LHEPP occupy part of the Lot 930, however, it appears that PSALM left the grant of access to the discretion of the Winning Bidder.</p>	Please refer to item no. 2 of this SBB No. 1 and response to query no. 2 above.
	4. Uncertainty of access will jeopardize the supply of electricity in Bohol and nearby areas.	Please refer to item no. 2 of this SBB No. 1 and response to query no. 2 above.
	<p>5. Assets under the name of Sta. Clara shall not mistakenly form part of the subject bidding.</p> <p>Requests confirmation that the assets forming Loboc HEPP are not included in the bidding.</p>	The Property Profile enumerates SCPC assets and explicitly states that said assets owned by SCPC are excluded in the Sale. For purposes of clarification, however, please refer to Annex B of this SBB No. 1.
	<p>6. Public land part of the subject bidding.</p> <p>It is unclear if the</p>	The identified public land, with an area of 3,329 square meters, has a tax declaration (TD No. 2016-29-0020-00283) naming the

Bidder	Query	PSALM Response
	<p>Winning Bidder will be able to register such public land, hence, Sta. Clara is requesting PSALM to revisit inclusion of the said lot.</p>	<p>National Power Corporation (NPC) as owner.</p> <p>NPC previously applied for a proclamation for titling of this public land, however, it did not pursue the same after DENR Region 7 survey projection indicated that the lot is within the 20-m legal easement.</p> <p>Notwithstanding, the Winning Bidder may pursue the titling for the public land or secure the proper tenurial right over said public land.</p>

5. MISCELLANEOUS PROVISIONS

- a. Unless inconsistent with the provisions of this Supplemental Bid Bulletin No. 1, the provisions of the Bidding Procedures shall continue to be effective and bind the Bidders.
- b. If any one or more of the provisions of the Bidding Procedures or Supplemental Bid Bulletin No. 1 (collectively the “Procedural Documents”) is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions of each and all Procedural Documents will not be affected thereby. To the extent permitted by Philippine Law, each Bidder waives any provision of law which renders any provision of any of the Procedural Documents invalid, illegal, or unenforceable in any respect.

Please be guided accordingly.

Quezon City, 26 November 2020.



IRENE JOY BESIDO-GARCIA
 Chairperson
 Privatization Bids and Awards Committee (PBAC)

REPUBLIC OF THE PHILIPPINES)

CITY, METRO MANILA) S.S.

FORM NO. 5- WAIVER OF LIABILITY

This Waiver of Liability (the "Waiver") executed on ___ November 2020 at _____ City by (Name of Bidder) in favor of the Power Sector Assets and Liabilities Management Corporation ("PSALM"), its directors, officers, employees and agents.

(Name of Bidder) agrees that any loss, liability, damage or costs to our Bidding Documents and its contents while being transported to and from our company office by courier/ mailing services is (Name of Bidder's) sole responsibility.

(Name of Bidder) hereby assumes any and all risk of loss, liability, damage or costs, and understands that any and all damages that may occur would be construed /interpreted as a result of any accident (should the same occur) and not as a result of any negligence on the part of PSALM.

(Name of Bidder) further understands and agrees that PSALM cannot and does not assume responsibility for any such loss, liability, damage or costs of the bidding documents, wear and tear of the documents, or any part of its contents, if gutted by fire or due to delay in the delivery by the courier.

(Name of Bidder) also agrees to release and indemnify PSALM Corporation, its directors, officers, employees and agents from and against any and all claims, demands and judgment arising from loss or damages while such bidding documents are in transit to PSALM's Office.

By not being physically present and attending the opening of Bids and preliminary evaluation, (Name of Bidder) further waives its rights to physically identify and confirm the integrity, authenticity and completeness of the Bid submitted and absolve PSALM, its directors, officers, employees and agents against any and all claims relating to the Bid it submitted.

(Name of Bidder) fully understands the terms set forth in this Waiver and (Name of Bidder) hereby waive its rights freely and voluntarily without any inducement, assurance, or guarantee being made to it to the fullest extent allowed by law.

IN WITNESS WHEREOF, I have hereunto set my hand on the date and place first above-written.

Signature Over Printed Name
of Authorized Representative

**LOBOC PROPERTY PURCHASED ASSETS
LAND**

ITEM No.	PARTICULAR	AREA	UNIT	REMARKS
1	Lot No. 942 Site I, Tax Dec No. 2016-29-0005-00035, OCT No. 2016000526	975	Sq.m.	Registered/Titled in the name of NPC
2	Lot No. 944 Site I, Tax Dec. No. 2016-29- 0005-00037, OCT No. 835	5,238	Sq.m.	Registered/Titled in the name of NPC
3	Lot No. 930-part Site II, Tax Dec. No. 2016-29- 0020-00248, OCT/TCT O-27750 / 14844 44-46	3,662	Sq.m.	Unsegregated Portion/ Registered in the name of Previous Landowner. Site II - under LLA with SCPC.
4	Public land Site II, Tax Dec. No. 2016-29- 0020-00283	3,329	Sq.m.	Site II 3,329 sq.m. per survey 3,331 per tax declaration
	TOTAL	13,204	Sq.m.	

NOTE:

SITE I = UNDERLIES THE HOUSING COMPOUND

SITE II = UNDERLIES THE POWER PLANT

**** NOTHING FOLLOWS ****

**LOBOC PROPERTY PURCHASED ASSETS
STRUCTURES**

ITEM No.	PARTICULAR	AREA	UNIT	REMARKS
1	Guard house - one (1) storey concrete structure with corrugated roofing. Provided with painted finish, electrical lighting and plumbing facilities. Fair condition	8	Sq.m.	
2	Residential Building 1 - partly two (2) storey structure, wooden frame with concreted wall and corrugated roofing. Provided with painted finish, electrical lighting and plumbing facilities. Poor Condition	172	Sq.m.	
3	Social Hall - one (1) storey steel structure founded into reinforced concrete foundation. With corrugated roofing and walls are cyclone wires installed on tubular frames. Fair Condition	130	Sq.m.	
4	Residential Building 2 - one (1) storey structure, wooden frame with concreted wall and corrugated roofing. Provided with painted finish, electrical lighting and plumbing facilities. Fair Condition	93	Sq.m.	
5	Chapel - one (1) storey structure, with reinforced concrete frame and concrete wall with corrugated roofing. Provided with painted finish, electrical lighting and plumbing facilities. Fair Condition	89	Sq.m.	
6	Residential Building 3 - one (1) storey structure, reinforced concrete and wooden frame with concreted wall and corrugated roofing. Provided with painted finish, electrical lighting and plumbing facilities. Fair Condition	90	Sq.m.	
7	Residential Building 4 (Duplex Type) - one (1) storey structure, reinforced concrete and wooden frame with concreted wall and corrugated roofing. Provided with painted finish, electrical lighting and plumbing facilities. Poor Condition	145	Sq.m.	
8	Residential Building 5 (Duplex Type) - one (1) storey structure, reinforced concrete and wooden frame with concreted wall and corrugated roofing. Provided with painted finish, electrical lighting and plumbing facilities. Poor Condition	145	Sq.m.	
9	Basketball and Volleyball Court - Reinforced concrete pavement laid on compacted earth with gravel base.	784	Sq.m.	
	TOTAL	1,656	Sq.m.	

NOTE: ALL STRUCTURES ARE WITHIN SITE I

**** NOTHING FOLLOWS ****