

The Republic of the Philippines

Sale of Mexico Property through Public Bidding (Second Round)

*Located in Barangay Lagundi
Municipality of Mexico
Province of Pampanga*

Project Reference No.:
PBAC-REA-PB-MCW-2020-013-02



Supplemental Bid Bulletin No. 05

05 October 2021

**SUPPLEMENTAL BID BULLETIN NO. 5
FOR THE SALE OF THE MEXICO PROPERTY**

1. NOTICE TO BIDDERS

Bidders are hereby notified of the amendments, revisions, modifications, and clarifications to the Bidding Procedures dated 04 January 2021 for the Sale of the Mexico Property, located in Barangay Lagundi, Municipality of Mexico, Province of Pampanga with Project Reference No. PBAC-REA-PB-MCW-2020-013-02.

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. AMENDMENTS TO IB-09 (PREPARATION AND CONTENTS OF BIDS)

- a) Item 1. (A) (a) (iv); Item 1. (A) (b) (v); and Item 1. (A) (c) (vi)

From:

Certification from at least one (1) commercial/universal bank, legally operating in the Philippines, stating that the Bidder is known to them, maintains a deposit account with them and is in good financial credit standing, and that, should the Bidder be declared as the Winning Bidder, they will provide sufficient credit facilities as required in the Winning Bidder's Financial Offer;

To:

Certification from at least one (1) commercial/universal bank, legally operating in the Philippines, stating that the Bidder is known to them, maintains a deposit account with them, **including the amount of such deposit account**, and is in good financial credit standing, and that, should the Bidder be declared as the Winning Bidder, they will provide sufficient credit facilities as required in the Winning Bidder's Financial Offer **(the amount of the deposit and/or credit facility should be equal to or higher than the bid)**;

- b) Item 1. (A) (b) (iii)

From:

b.(iii.) Certified True Copy of Latest Audited Financial Statement. The latest audited financial statements for fiscal year 2019 filed in 2020;

To:

b.(iii.) Certified True Copy of Latest Audited Financial Statement. The latest audited financial statements for fiscal year **2020** filed in **2021 with the Bureau of Internal Revenue**;

- c) Addition of Item 1. (A) (c) (iii)

c.(iii.) Certified True Copy of Latest Audited Financial Statement. The latest audited financial statements for fiscal year 2020 filed in 2021 with the Bureau of Internal Revenue;

The succeeding items shall be renumbered accordingly.

3. AMENDMENTS TO IB-20 (FAILURE OF BIDDING)

From:

- A. Less than two (2) entities paid the Participation Fee until one (1) Business Day prior to Bid Submission Deadline;

To:

- A. Less than two (2) entities paid the Participation Fee until two (2) Business Days prior to Bid Submission Deadline;

4. AMENDMENT TO IB-26 (GENERAL CONDITIONS)

From:

15. (B) The Bidder, its parent company, stockholders, subsidiaries, Affiliates, directors or officers or any of their relatives within the fourth civil degree of consanguinity or affinity, legitimate or common law, have no conflict, dispute or unsettled issue with PSALM, DOE, DOF, NPC and TRANSCO, or a pending litigation case or arbitration case against PSALM, DOE, DOF, NPC or TRANSCO, arising out of any issue, or contractual obligation, or any matter relating to EPIRA or its Implementing Rules and Regulations, and that it has not been disqualified from participating in other bidding activities of PSALM;

To:

15. (B) The Bidder and/or its parent company, stockholders, subsidiaries, Affiliates, directors, officers, or any of their relatives within the fourth civil degree of consanguinity or affinity, legitimate or common law, have no conflict, dispute, or unsettled issue, arising out of or in connection with the EPIRA or its Implementing Rules and Regulations, with the DOE, PSALM, NPC, or TRANSCO, which affect the privatization of NPC Assets or TRANSCO, namely: (i) an unresolved issue, as determined by the inter-agency committee, arising from the renegotiation of contracts with IPPs mandated by Section 68 of the EPIRA; and (ii) any unpaid account arising from contractual obligations with the DOE, PSALM, NPC or TRANSCO. Any violation of this warranty shall constitute a sufficient ground for the disqualification of the Bidder, the termination of the DOAS, or forfeiture of the Bid Security, without prejudice to the filing of civil and/or criminal action under Philippine Law against the Bidder and/or its representatives;

5. AMENDMENT TO SCHEDULE 1 - REPRESENTATIONS AND WARRANTIES FORM

From:

4. (N) The Bidder, its parent company, stockholders, subsidiaries, Affiliates, directors or officers or any of their relatives within the fourth civil degree of consanguinity or affinity, legitimate or common law, have no conflict, dispute or unsettled issue with PSALM, DOE, DOF, NPC and TRANSCO, or a pending litigation case or arbitration case against PSALM, DOE, DOF, NPC or TRANSCO, arising out of any issue, or contractual obligation, or any matter relating to EPIRA or its Implementing Rules and Regulations, and that it has not been disqualified from participating in other bidding activities of PSALM;

To:

4. (N) The Bidder and/or its parent company, stockholders, subsidiaries, Affiliates, directors, officers, or any of their relatives within the fourth civil degree of consanguinity or affinity, legitimate or common law, have no conflict, dispute, or unsettled issue, arising out of or in connection with the EPIRA or its Implementing Rules and Regulations, with the DOE, PSALM, NPC, or TRANSCO, which affect the privatization of NPC Assets or TRANSCO, namely: (i) an unresolved issue, as determined by the inter-agency committee, arising from the renegotiation of contracts with IPPs mandated by Section 68 of the EPIRA; and (ii) any unpaid account arising from contractual obligations with the DOE, PSALM, NPC or TRANSCO. Any violation of this warranty shall constitute a sufficient ground for the disqualification of the Bidder, the termination of the DOAS, or forfeiture of the Bid Security, without prejudice to the filing of civil and/or criminal action under Philippine Law against the Bidder and/or its representatives;

6. AMENDMENT TO SCHEDULE 3 - STATEMENT UNDER OATH

From:

B. The Bidder, its parent company, stockholders, subsidiaries, Affiliates, directors or officers or any of their relatives within the fourth civil degree of consanguinity or affinity, legitimate or common law, have no conflict, dispute or unsettled issue with PSALM, DOE, DOF, NPC and TRANSCO, or a pending litigation case or arbitration case against PSALM, DOE, DOF, NPC or TRANSCO, arising out of any issue, or contractual obligation, or any matter relating to EPIRA or its Implementing Rules and Regulations, such as but not limited to: having an unresolved issue arising from contracts or renegotiation of contracts with IPPs and having any unpaid account arising from contractual obligations with PSALM, DOE, DOF, NPC or TRANSCO. Any violation of this warranty shall constitute a sufficient ground for the disqualification of the Bidder, the termination of the Notice of Award or the Deed of Absolute Sale, and/or forfeiture of the Bid Security, without prejudice to the filing of civil and/or criminal

action under Philippine Law against the Bidder, and/or its representatives;

To:

B. The Bidder and/or its parent company, stockholders, subsidiaries, Affiliates, directors, officers, or any of their relatives within the fourth civil degree of consanguinity or affinity, legitimate or common law, have no conflict, dispute, or unsettled issue, arising out of or in connection with the EPIRA or its Implementing Rules and Regulations, with the DOE, PSALM, NPC, or TRANSCO, which affect the privatization of NPC Assets or TRANSCO, namely: (i) an unresolved issue, as determined by the inter-agency committee, arising from the renegotiation of contracts with IPPs mandated by Section 68 of the EPIRA; and (ii) any unpaid account arising from contractual obligations with the DOE, PSALM, NPC or TRANSCO. Any violation of this warranty shall constitute a sufficient ground for the disqualification of the Bidder, the termination of the DOAS, or forfeiture of the Bid Security, without prejudice to the filing of civil and/or criminal action under Philippine Law against the Bidder and/or its representatives;

3. MISCELLANEOUS PROVISIONS

- a. Unless inconsistent with the provisions of this Supplemental Bid Bulletin No. 5, the provisions of the Bidding Procedures remain effective and binding upon the Bidders.
- b. If any one or more of the provisions of the Bidding Procedures or Supplemental Bid Bulletin Nos. 1, 2, 3, 4 and 5 (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 shall 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, 05 October 2021.


IRENE JOY BESIDO-GARCIA
Chairperson
Privatization, Bids and Awards Committee