



Republic of the Philippines

CITY of CEBU

COMMITTEE ON AWARDS

BIDDING GUIDELINES, TERMS AND CONDITIONS FOR THE USE AND MANAGEMENT OF THE SPACE FOR PERFORMANCE CIRCUS IN THE SOUTH ROAD PROPERTIES (SRP) VACANT LOT FROM 14 DECEMBER 2024 TO 19 JANUARY 2024.

SECTION 1. SUBJECT AND MANNER OF USE AND MANAGEMENT

- 1.1 Cebu City Government ("CCG") offers the use, operation, and management (Collectively referred to as "Use" herein) within the South Road Properties (SRP), Cebu City, Philippines (referred to as the "Subject Property");
- 1.2 The purpose of the use shall be for the establishment of a temporary amusement facility with a Live Performance Circus, which may include acrobatics, clowns, animal acts, trapeze artists, jugglers, and various other skilled performers;
- 1.3 The award thereof shall be through bidding as described in these Bidding Guidelines.
- 1.4 As a general rule, the CCG will consider the acceptance of the highest offered price that is equal to or greater than the minimum bid price. The CCG will, however, consider the facilities, amenities, and other features as may be offered by the bidders in the evaluation for the winning bidder.
- 1.5 CCG shall assign and convey its rights to use the Subject Property to the winning bidder commensurate to the area paid for in accordance with the schedule of payments as determined in these Bidding Guidelines.

SECTION 2. TERMS AND CONDITIONS

- 2.1 **Contract Period.** — The period of the lease contract and use is THIRTY-FIVE (35) days starting from 14 DECEMBER 2024 and ending on 19 JANUARY 2024.
- 2.2 **Rental Rate and Payment.** - The amount of rent for the leased premises shall be THREE HUNDRED FORTY THREE PESOS PER SQUARE METER (PHP 343.00/sqm) per month. Upon signing of the Contract, the LESSEE shall pay the equivalent one-month rental in advance. The deposit and advance rental payment shall be paid by the LESSEE to the LESSOR through the office of the City Treasurer. The LESSOR has the option to increase the rental rate at the end of the contract term.
- 2.3 **Deposit Requirement.** – The LESSEE, upon signing hereof, shall likewise make an advance deposit equivalent to one (1) month's rental, the same to be applied in payment of obligations, charges and damages caused to the leased premises that may be chargeable against the LESSEE and remaining unpaid rentals at the termination of the contract. Should the LESSEE opt to pre-terminate the lease contract, the deposited amount shall not be refunded to the LESSEE.



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2.4 Delay and failure for the Payment Rentals. – In case the LESSEE incurs a delay in the payment of rentals for at least ten (10) days, this lease contract shall be deemed automatically terminated and the LESSEE shall vacate the premises on or before the last day of the second month. However, the LESSEE, in case of delinquency in the payment of the rental amount, hereby agrees to pledge forthwith to the LESSOR all the equipment, fixtures, goods or merchandise or any other articles of value which may be found in the leased premises and not to remove the same therefrom until all rentals in arrears are fully paid. Furthermore, the LESSOR reserves the right to remove the equipment, fixtures, goods or merchandise, or any other improvements introduced by the lessee after the lapse of ten (10) days grace period within which the LESSEE can pay the rentals.

2.5 Other Collections by the CCG. In addition to the payments enumerated above, the CCG shall be authorized to collect the following fees and/or taxes on the manner provided by the existing laws, to wit:

Fees, taxes, or charges	Subject of the Imposition	Payor	Assessment and Collection
Special Permit	For the general operation of an amusement park/facility.	Winning Bidder	Payable prior to the use / operation of the amusement park / facility
Arkabala	Privilege to use the CCG lot for business.	Owner of each merchant stall, kiosk, amusement ride & contrivance, and all other types of enterprise	Payable on a daily business
Amusement Tax	Tax on the gross sales of general admission tickets.	Winning Bidder	Payable monthly

However, the foregoing schedule of fees and/or taxes shall serve only as a guide to the bidders. It shall not be construed as an exemption to the regulatory fees and taxes that the CCG may impose. Furthermore, it shall not limit the CCG to impose all applicable regulatory fees and taxes as provided under C.O. LXIX, otherwise the “Omnibus Tax Ordinance” as amended and other applicable laws at full extend.



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- 2.6 **Use and Purpose.** – The WINNING Bidder hereby expressly agrees and warrants that the Subject Property shall be used only and exclusively for the purpose of establishing an amusement facility with a Live Performance Circus, which may include acrobatics, clowns, animal acts, trapeze artists, jugglers, and various other skilled performers and to no other purpose or purposes except upon prior written consent of the CCG.
- 2.7 **Rights of Winning Bidder, Non-Transferable** – The WINNING BIDDER shall not be allowed to lease out/sub-let to third person/s the Subject Property nor transfer any rights in favor to another third person/s.
- 2.8 **Repairs and Improvements** – It is hereby expressly acknowledged by the parties that the Subject Property is in considerable excellent condition. The WINNING BIDDER agrees to maintain and/or improve the same and for which purpose the WINNING BIDDER agrees and hereby binds himself/herself/itself/themselves to undertake, at his exclusive expense, all repairs to return the Subject Property on its original condition prior to the CONTRACT.
- 2.9 **Water, Electricity, Telephone, and other Utilities.** — All charges of water consumption, electricity, telephone, and other utility services now or thereafter installed in the Subject Property as well as for the repairs thereof shall be for the exclusive account of the WINNING BIDDER, who shall consequently provide for himself/herself separate meters for the said utilities. The expenses incurred for the installation of separate meters for water and electricity shall be borne by the WINNING BIDDER.
- 2.10 **Parking Space.** — The CCG hereby agrees and binds itself to allocate parking spaces for patrons within the designated parking area and the Winning Bidder shall not impose any parking fees in furtherance thereof.
- 2.11 **Inspection of Premises.** — The WINNING BIDDER shall maintain the Subject Property in good and tenantable condition; towards such end, the CCG reserves the right to enter and inspect the Subject Property at all times. The WINNING BIDDER agrees to cooperate with the CCG in keeping the Subject Property in good condition.
- 2.12 **Handling of fire, chemicals, and other hazardous substances.** — Except for equipment, supplies, and materials needed for business operation, the WINNING BIDDER shall not bring or store in the Subject Property any inflammable, combustible, or explosive goods and/or articles which may expose the Subject Property to fire and fire hazards nor shall the WINNING BIDDER store therein any contraband goods. However, for purposes of operating the temporary amusement facility, the WINNING BIDDER shall allocate areas for the storage and handling of these hazardous substances. The WINNING BIDDER shall present a general plan on the handling of hazardous substances, subject to the approval of the CCG before signing the CONTRACT.



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- 2.13 **Security of the Premises.** — The CCG shall not be responsible for the security or safeguarding of the premises including whatever damage that may be occasioned by theft, robbery, and/or from fire, earthquake, floods, or other calamities or force majeure it being understood that the same shall be entirely at the risk of the WINNING BIDDER.
- 2.14 **Business signboard.** — The CCG shall designate the place where the WINNING BIDDER shall put up any sign/s or signboard/s pertaining to the latter's business.
- 2.15 **Return of Premises Upon Termination of USE.** — Either party may terminate the USE upon a SEVEN (7)-day prior notice in writing to the other party. At the expiration of the term of this USE or upon termination or cancellation thereof as herein provided, the WINNING BIDDER shall promptly surrender the Subject Property to the CCG in good condition, ordinary wear and tear excepted, devoid of all occupants, improvements, articles and effects of any kind not belonging to the CCG. Should the WINNING BIDDER fail to comply with the obligation herein stipulated, the CCG shall have the right, at the expense of the WINNING BIDDER, to demolish and remove from the Subject Property the said improvements, without reimbursing the WINNING BIDDER the value of said improvements.
- 2.16 **Pre-termination.** — Should the WINNING BIDDER opt to pre-terminate the CONTRACT for reasons provided therein, the WINNING BIDDER shall not be entitled to the reimbursement of all sums of money already paid.

SECTION 3. ACCEPTABLE BIDDERS

- 3.1 The bidding is open to all qualified parties as follows:
- A Bidder can be a natural person, sole proprietorship, joint venture / partnership, corporation and all other business organization vested by law with the capacity to contract;
 - The Bidder shall have a track record as organizer and manager of similar projects for at least five (5) years;
 - The Bidder shall have capitalization of at least P10 Million with business permit;
 - The Bidder shall have no pending liabilities with the Cebu City Government;
 - The Bidder's proposed facilities must be certified as to safety and sanitary;

SECTION 4. MINIMUM BID

- 4.1 The total minimum bid price for the use of Subject Property shall be in the amount of THREE HUNDRED FORTY-THREE PESOS PER SQUARE METER (PHP 343.00/sqm) per month for the whole duration of the USE period;
- 4.2 Each Bidder shall submit only one Bid, either individually or jointly. A bidder who submits or participates in more than one Bid will cause the disqualification of all proposals submitted by the



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same Bidder. This shall be without prejudice to any applicable criminal, civil, and administrative penalties that may be imposed upon the persons and entities concerned.

4.3 Installation of the facilities in the Subject Property shall commence upon receipt of the Notice to Operate duly issued by the Committee on Awards

SECTION 5. FORM OF USE

5.1 The USE of the Subject Property shall be strictly on an "AS-IS-WHERE-IS" Basis, and the payment of which shall in accordance with Section 16 hereof.

SECTION 6. PREPARATION OF BIDS

6.1 All interested parties must register with;

The Secretariat

COMMITTEE ON AWARDS FOR DISPOSAL OF PROPERTIES

CEBU CITY GOVERNMENT

General Services Office 7th flr., Executive Bldg., Cebu City Hall, M. C. Briones St., Cebu City

Tel. Nos. 411-0100 LOC. 1712

6.2 All prospective bidders must submit the properly accomplished Registration Form attached herewith as Annex "A".

6.3 All bidders must submit a "Letter of Intent" for the USE of the Subject Property from 1st December 2024 to 31st January 2024, together with the following attachments:

- a) Bid bond deposit in the form specified under Section 8.1;
- b) Properly initiated Bidding Guidelines (optional);
- c) Copy of latest Income and Business Tax returns duly stamped and received by the Bureau of Internal Revenue (BIR) and duly validated with the tax payments thereon (optional); and
- d) Tax Clearance from the BIR to prove full and timely payment of taxes (optional); and
- e) All attachments as may be required herein.

6.4 All bid documents and attachments must be accomplished in triplicate, typewritten, and signed by the bidder under oath stating the postal or business address of the bidder and enclosed in one sealed envelope in accordance with Section 7 hereof.

6.5 Bids shall be submitted in the forms furnished by Cebu City and in strict compliance with the requirements herein set forth.



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Special care should be exercised in the preparation of bids. Erasures or corrections of entries made by the bidder before submitting the bid must be properly signed by the signatory of the bid. All bids must clearly indicate the amount of bid in words and in figure.

6.6 Official Bid Letter

- a. The official bid letter must be accomplished by the bidder or his duly authorized representative. Where a representative has been asked to accomplish the official bid letter, the same must be accompanied, in addition to the attachments required therein, by a duly notarized Special Power of Attorney expressly authorizing his participation in the bidding, his acceptance of the terms and conditions thereof, as well as three (3) specimen signature of the authorized representative.
- b. The official bid letter must be accompanied, in addition to the attachments required therein, by a duly notarized Secretary's Certificate of a Board Resolution, expressly authorizing the corporation to participate in the bidding, its acceptance of the terms and conditions thereof, and designation of an authorized representative to submit the bid and sign in behalf of the corporation. Three (3) specimen signatures of the authorized representative is required to be submitted on the bidding date, which shall form an integral part of the Bid Letter.

6.7 By submitting the Bid Letter and Bid Deposit on the date of the bidding, the bidder shall be deemed to have signified its acceptance of the terms and conditions of the bidding, including the terms and conditions of these Bidding Guidelines.

6.8 The Bid Letter is meant merely to provide a format. The amount of spaces therein does not imply a limit to the information required of the bidder. Cebu City reserves the right to disqualify bids that do not comply with the requirements of the Bid Letter and these Bidding Guidelines, as well as any amendments or additions to the Bidding Guidelines issued by Cebu City. Cebu City may, at its discretion, require additional information from any bidder.

SECTION 7. SEALING AND MARKING OF BIDS

7.1 The Bidder shall enclose the original Technical Proposal in one sealed envelope marked "ORIGINAL TECHNICAL PROPOSAL" and the name of the Bidder. In another sealed envelope, the Bidder shall place the Original Financial Proposal and marked "ORIGINAL FINANCIAL PROPOSAL" and name Of the Bidder.

7.2 Each copy of the Technical Proposal and financial Proposal, shall be similarly sealed duly marked as "COPY NO... - TECHNICAL PROPOSAL" and "COPY NO... FINANCIAL PROPOSAL" respectively and the outer envelope as "COPY NO". These envelopes containing the original and the copies shall then be enclosed in one single envelope that shall bear the following:



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- a. the Name and Address of the Bidder;
- b. Addressed to:
 - The Chairman
 - COMMITTEE ON AWARDS
 - CEBU CITY GOVERNMENT
 - Office of the City Mayor 8th flr., Executive Bldg., Cebu City Hall, MC Briones St., Cebu City
 - Code: Performance Circus
- c. Warning "DO NOT OPEN BEFORE..." the time and date for the opening of the bids

7.3 If all envelopes are not sealed and marked as required, the Cebu City Government will assume no responsibility for the misplacement or premature opening of the Bid;

SECTION 8. BID BOND

8.1 All bids must be accompanied by a non-interest bearing bid bond in the form of cash, cashier's check, or a manager's check from a major commercial bank payable and acceptable to Cebu City Government in an amount equivalent to at least ten percent (10%) of the total bid price.

8.2 The Bid bond shall be deposited with Cebu City and should be valid for at least sixty (60) days from the opening of the bids subject to extension, at the option of Cebu City. should the need arise.

8.3 Bids submitted without the required bid bond shall automatically be disqualified from the public bidding.

8.4 Bid bond deposits which are less than ten percent (10%) of the bid price shall be automatically disqualified. The bid bond deposit of the disqualified bidder shall be returned in full and without interest.

8.5 The Bid bond deposit of the winning bidder shall be applied as part of the First Advance Payment. CCG shall not be liable to pay any interest on the bid bond deposit.

8.6 The bid bonds of the losing bidders will be returned, without interest, after CCG has determined the winning bid. The next highest bidder(s) may opt to withdraw provided it submits a waiver for the consideration of its bid in the event that the highest bidder will be declared disqualified.

8.7 In the event the winning bidder refuses, or fails to unconditionally accept the award and pay the balance of the bid price or does not comply with the terms of the award, the bid bond deposit shall be forfeited in favor of Cebu City. The forfeiture of the bid bond deposit shall not bar Cebu City from pursuing all other remedies available to it under the law and the terms of these Bidding Guidelines.

8.8 The occurrence of any of the following events shall cause the forfeiture of the bid bond in favor of Cebu City.



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- a. Failure of the winning bidder to pay in full payment within the period specified in Section 16.3 hereof;
- b. Failure or refusal of the winning bidder to accept unconditionally the award or to comply with the terms of the award;
- c. Withdrawal of the bid, whether conditional or otherwise, after submission thereof;
- d. Material misrepresentation and/or breach of warranty made in the Bid Letter or any of its required attachments; and
- e. Violation of, and/or failure to comply with any of the terms and conditions provided in these Bidding Guidelines or any of its addenda and/or amendments.

SECTION 9. PRE-BID CONFERENCE

9.1 All queries/clarifications on the USE of the Cebu City properties will be addressed at the pre-bidding conference to be held on 2 December 2024 at 2:00 in the afternoon at the Department of General Services, 7th floor Cebu City Hall, M. C. Briones St., Cebu City.

SECTION 10. SUBMISSION OF BIDS

10.1 All bids must be sealed, addressed and delivered to:

The Chairman
COMMITTEE ON AWARDS
CEBU CITY GOVERNMENT
Office of the City Mayor
8th flr., Executive Bldg. City Hall. M.C. Briones St., Cebu City
Code: Amusement Facility

10.2 The sealed envelope shall be submitted by the bidder by dropping the same in the sealed and locked bid box marked and provided for the purpose.

10.3 Bids should be submitted on December 5, 2024 from 8:00 O'clock in the morning to 9:00 O'clock in the morning (Cebu City Clock) and no bids shall be accepted after 9:00 o'clock in the morning of December 5, 2024

SECTION 11. DOCUMENTS COMPRISING THE BID

The Bid submitted by the Bidder shall be comprised of the Technical and Financial Proposals as follows:

11.1 Envelope A - Technical Proposal

- a) Bid security as to form, amount, and validity period;
- b) Authority of the signing official;



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- 1.) Duly notarized Secretary's Certificate expressly authorizing the corporation to participate in the bidding; its acceptance of the terms and conditions thereof;
 - 2.) Designation of an authorized representative to submit the bid and sign in behalf Of the corporation;
 - 3.) Three (3) Specimen signature of the authorized representative:
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- c) Copy of the latest Income and Business Tax returns duly stamped and received by the Bureau of Internal Revenue (BIR) and duly validated with the tax payments thereon (OPTIONAL);
 - d) Corporate Profile;
 - e) Department of Trade and Industry (DTI) business name registration or Securities and Exchange Commission (SEC) registration certificate. whichever may be appropriate under existing laws of the Philippines;
 - f) Affidavit of site inspection;
 - g) Properly initialed Bidding Guidelines (OPTIONAL);
 - h) Tax Clearance from the BIR to prove full and timely payment of taxes (OPTIONAL);
 - i) Development/operation Plan and Timetable;
 - j) A letter authorizing the Committee on Awards or its duly authorized representative/s to verify all of the documents submitted;
 - k) Net Financial Capacity Certificate (NFCC) or Bank Deposit Certificate (OPTIONAL);
 - l) List of facilities, amenities, and features, with proposed general lay-out thereof;
 - m) Plan and/or schedule of activities;
 - n) Insurance coverage for the patrons.
 - o) Security & Safety and house-keeping plan;

11.2 Envelope B - Financial Proposal

- a.) Bid price for the two (2) months USE period using the Official Bid letter.

SECTION 12. BIDDER'S RESPONSIBILITY

12.1 The bidder shall be solely responsible for examining with appropriate care on these Bidding Guidelines and the official bid form issued during the bidding period. The bidder shall likewise be responsible for informing itself, with respect to any and all conditions in respect to the Cebu City property, which may, in any manner, affect the bid price or the nature of the bidder's proposal. Failure of the bidder to examine and inform it shall be its sole risk and no relief for error or commission will be given. The delivery or re-used by Cebu City to the bidders of any information regarding the Cebu City property shall not give rise to any warranty with respect to any such data or information and the bidder shall not be relieved of its obligation to make the aforesaid examinations and verification to conduct its own due diligence.



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12.2 Bidders shall be solely responsible for examining with appropriate care the requirements herein provided and those other documents/ papers that may be required or re-used by Cebu City, including any addenda or amendments issued during the bidding period.

12.3 No error by omission or misstatement in these Bidding Guidelines as prepared by Cebu City including the Annexes hereto shall invalidate the bid procedures undertaken and the Contract executed with the winning bidder pursuant thereto. Either the error, the omission or misstatement in these bidding Guidelines, including the Annexes hereto, shall entitle the winning bidder to any compensation whatsoever, or reduction in the price from its obligation under the Contract, the Bidding Guidelines and the Annexes hereto.

12.4 Any and all expenses incurred for the inspection of the Cebu City property including cost of preparation of bids shall be for the sole account of the bidder.

12.5 By submitting its bid, the bidder shall be conclusively deemed to have waived any right it may have to seek and obtain a writ of injunction or of prohibition or of a restraining order or any other form of coercive judicial, administrative or other relief against Cebu City and any of its officers, employees and representatives, to prevent, restrain or in any manner forestall, hinder or render inconvenient the holding of the bidding or re-bidding, including but not limited to the negotiation and award.

SECTION 13. INTERPRETATION OF BID DOCUMENTS

13.1 Any other questions regarding the bidding should be submitted in writing to Cebu City not later than December 5, 2024 to:

The Chairman
Committee on Awards
CEBU CITY GOVERNMENT
Office of the City Mayor 8th flr., Executive Bldg. Cebu City Hall, M.C. Briones St., Cebu City

13.2 No verbal agreement or conversation with, nor any verbal clarification from, any officer or employee of Cebu City shall affect or modify any of the terms and conditions contained in the bid documents and those herein stated.

SECTION 14. OPENING OF BIDS

14.1 All bids shall be opened by the Cebu City Committee on Awards at 9:00 O'clock in the morning (Cebu City Clock) on December 5, 2024 at the Department General Services, 7th floor Cebu City Hall, M. C. Briones St., Cebu City. Bidders or their duly authorized representatives shall be allowed to attend and witness the proceeding, if they so desire. All documents comprising the bids, once opened, shall be consecutively paginated and initialed on each page by representatives Of the Committee on Awards and the Commission on Audit (COA).



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SECTION 15. SELECTION CRITERIA

15.1 The Winning bid will be determined on the basis of the highest bid price which fully complies with all the terms and conditions contained herein and properly submitted by the bidder in accordance with the provision of these Bidding Guidelines;

15.2 In case of a tie, a sealed bidding will immediately be conducted among the highest bidders whose bids resulted in a tie, until such a tie is broken. New bids shall not be lower than the original bid.

15.3 In the event that the highest acceptable bidder defaults pursuant to Section 8.8 (or forfeits the bond in accordance with Section 8.8 hereof), or is disqualified for any reason whatsoever, or voluntarily withdraws its bid, Cebu City may at its sole discretion consider the second highest acceptable bidder as the highest acceptable bidder and require such bidder to re-post its bid-bond, without prejudice to Cebu City's right of action against the defaulting bidder.

15.4 Cebu City reserves the right to reject any and all bids or to waive any of the formalities required, or to accept only such bids which are deemed advantageous to the government.

15.5 The evaluation of the bids and the award of the contract shall be subject to all applicable laws, rules and regulations affecting use, operation and management of government assets and must comply with all existing required Government approvals and those that may be enacted prior to the consummation of the sale regarding the use, operation and management of government assets.

15.6 There is a failure of public bidding if a) there are no bidders; b) all the bids do not comply with all the requirements of law affecting the disposition/sale of government assets.

SECTION 16. NOTICE OF AWARD

16.1 Cebu City shall issue a Notice of Award to the winning bidder, when found appropriate and complying.

16.2 Refusal of the winning bidder to accept the award, or execute the Contract of USE on Installment, shall cause the automatic forfeiture of the bond in favor of Cebu City

16.3 The winning bidder shall be required, among others:

- a) To tender payment pursuant to Section 2.2 in cash, cashier's or manager's check issued by a commercial bank payable and acceptable to Cebu City within FIFTEEN (15) days from receipt of the Notice of Award and Notice to Operate;
- b) to comply with all conditions which may be required by Cebu City prior to the execution of the transfer documents in favor of the winning bidder; and



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c) to pay all fees provided in Sec. 18 hereof.

16.4 The winning bidder shall, at its expense, take possession of the property after payment of the amount set in Section 16.3(a) above and on the date set by Cebu City, subject to its compliance to the provisions under Section 17.1. and from that point in time. Cebu City shall not be held liable for any damage to or loss of the said property.

16.5 The winning bidder has to complete payment of the amount mentioned in Section 16.3(a) on the time specified in Section 17.1 Failure to do so shall result in the cancellation of award and forfeiture of the bid bond. Cebu City, may at its sole discretion, exercise its option in Section 15.3 hereof.

SECTION 17. EXECUTION OF CONTRACT

17.1 Cebu City and the winning bidder shall execute a Contract upon Cebu City's receipt of the payment of the amount mentioned in Section 16.3(a) together with the applicable fees to be paid thereon as provided for in Section 18, which shall be within FIFTEEN (15) days from the bidder's receipt of the Notice of Award.

17.2 In the event that the winning bidder fails to pay after the execution of the Contract, Cebu City shall, at its option, rescind the Contract and proceed to offer the property to any interested bidders. All amounts paid by the defaulting bidder, together with whatever improvements may have been introduced in the property shall be forfeited in favor of Cebu City.

17.3 The winning bidder shall commence the improvement/s or installation/s of the intended on the property as provided under Section 4.3. Failure to make such improvements within the period afore-stated, Cebu City shall exercise its option as provided under Section 17.2.

SECTION 18. TAXES AND FEES

18.1 All taxes, fees, and expenses arising from or relating to the USE transaction shall be for the sole account of the winning bidder.

SECTION 19. DUE DILIGENCE 19.1 Interested bidders. may conduct due diligence on the City property from December 1, 2024 to December 5, 2024 from 8:00 A M to 5:00 P M.

SECTION 20. The Cebu City Government reserves the right to reject any and all bids to waive any of the formalities required, or accept only such bids which are deemed advantageous to the government.



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