

YUANTA SAVINGS BANK PHILIPPINES, INC.
Ground Floor Chatham Building, 116 Valero corner Rufino Sts.,
Salcedo Village, Makati City
Telephone No. (02) 88453838;
Email address: RDCSecretariat@yuanta.com.ph
Website: www.yuanta.com.ph

PROCESSING OF PERSONAL DATA

The bidder and/or his/her/its duly authorized representative with Special Power of Attorney/Secretary's Certificate hereby gives his/her consent to the processing of his/her personal data, in the manner deemed necessary by Yuanta Savings Bank Philippines, Inc. (YSBP) during the evaluation of bids.

TO: ALL PROSPECTIVE BIDDERS

YSBP shall conduct public bidding of properties enumerated and described in the **Invitation to Bid (ANNEX A)** on December 9, 2022 at YSBP, Ground Floor Chatham Building, 116 Valero corner Rufino Sts., Salcedo Village, Makati City.

Sealed Bids shall be accepted thru the Secretariat of the ROPA Disposal Committee on **December 9, 2022 from 9:00 AM to 2:00 PM**. The bidding shall be subject to the following terms and conditions:

CONDITIONS OF BID

A. SUBJECT OF THE BID

Bids shall be for the sale of Yuanta Savings Bank Philippines, Inc. ("YSBP") properties as enumerated and described in the Invitation to Bid. YSBP reserves the right to withdraw without prior notice any or all of the properties offered for sale any time before the deadline for submission of bids.

B. BID AMOUNT

The amount of bid for each property shall not be lower than the minimum disposal price (MDP) as indicated in the Invitation to Bid. Otherwise, the bid shall automatically be disqualified.

C. TERMS OF SALE

1. The sale shall be for CASH and on "As-Is-Where-Is" basis.

The sale of the properties is on "As-Is-Where-Is" basis. Their descriptions in the Invitation to Bid are based on documents in the custody of YSBP, which might differ from the actual description, status and physical condition of the properties. The term "As-Is-Where-Is" shall refer not only to the description and physical condition of the property and its contents or inclusions at the time of the bidding, if any is declared to be part of the sale, but also to the condition of the title of the property or other evidence of ownership and the extent and state of whatever rights, interests and participation over the property YSBP may have at the time of the bidding.

The term "As-Is-Where-Is" shall also include the winning bidder's assumption of all unpaid taxes, fees and/or expenses, such as, but not limited to, value added tax, documentary stamp tax, registration and transfer fees, association or condominium fees and/or assessments, and all other expenses and charges in order to, as applicable, cause the transfer of the title to the winning bidder.

YSBP shall not be liable in any way for the presence of any unauthorized person or illegal occupant on the property or removal of any structure, improvement, receptacle and waste, if any, it being clearly agreed upon that it shall be the responsibility of the winning bidder, at his/her/its own expense, to evict/clear said illegal occupant, structure, receptacle and waste from the premises. Identification, location and survey of the property shall be the responsibility of the winning bidder at his/her/its sole expense.

The bidder/s shall be responsible in taking steps to determine the actual condition, size, area, shape and other circumstances of the property.

2. **Currency.** All bids shall be expressed in Philippine currency only.

3. Bid Bond/Deposit.

- a. Each bid shall be accompanied by a bond/deposit equivalent to at least ten percent (10%) of the submitted bid, which shall be in the form of cash or Manager's or Cashier's Check (or a combination thereof) issued by a reputable bank payable to Yuanta Savings Bank Philippines, Inc. If the bid is declared as the winning bid, the bond/deposit shall be applied to the purchase price. However, in the event the winning bidder fails to comply with any terms and conditions of the award, the bond/deposit shall be forfeited in favor of YSBP.
- b. If the bid is a losing bid, the bond/deposit shall be returned as soon as possible after the bidding without interest.
- c. Bid bond/deposit in the form of personal and/o corporate checks are not acceptable.

4. Payment of the Balance

- a. The bid bond/deposit of the winning bidder shall be applied to the purchase price.
- b. The winning bidder shall pay the balance of the bid price, within the next five (5) business days after the bidding date.
- c. The payment may be made at YSBP, Ground Floor Chatham Building, 116 Valero corner Rufino Sts., Salcedo Village, Makati City.
- d. If the winning bidder fails to pay the balance of the bid price within the prescribed period, the award shall be automatically be cancelled and his/her/its bid bond/deposit shall be forfeited in favor the YSBP.

D. QUALIFIED BIDDER

1. Bids shall be accepted from Filipino citizens only, or from corporations or associations with at least sixty percent (60%) of the capital is owned by Filipino citizens, subject to limitations provided by law. For condominium units, foreigners may be allowed to bid, so long as his/her eventual ownership of the condominium unit subject of the bidding will not breach the requirement that 60% of the condominium project is owned by Filipinos.

E. RESPONSIBILITIES OF BIDDERS

- 1. By submitting a bid, the bidder agrees to be bound by the provisions of the Conditions of Bid. Any bid received that is (or purports to be) conditional shall be considered ineligible and shall be rejected.
- 2. Each bidder is responsible for the proper preparation and submission of his/her/its bid.
- 3. Each bidder warrants that the supporting documents are faithful copies of original or authentic documents. Any material discrepancy or deviation of the attached documents from the original or authentic

documents shall cause the automatic cancellation of the award, and all payments made shall be forfeited. This is without prejudice to any civil, criminal, or administrative action which may be instituted against the bidder relative to such material discrepancy or deviation.

4. YSBP sells only whatever rights, interest and participation the it may have on the properties and the bidder is charged with full knowledge of the nature and extent of said rights, interest and participation. The bidder shall have the responsibility to conduct due diligence on the condition, status and ownership of the properties and, for this purpose, make the appropriate inquiries or verification with the applicable registries or government agencies and units, and other entities. Supporting documents in the custody of YSBP may be examined upon request. The bidder shall have the responsibility to secure certified true copy of title and/or latest tax declaration from the Registry of Deeds or City/Municipal Assessor's Office, respectively.

5. The bidder represents and acknowledges that he/she/it has examined the property and verified its title and other documents relative thereto, and shall hold YSBP free and harmless from liabilities arising from the sale of said property. The bidder is strongly advised to conduct ocular inspection of the property/ies he/she/it interested in.

6. The bidder represents and acknowledges to have full knowledge of any and all unpaid real property taxes, capital gains taxes, withholding taxes, documentary stamp taxes, transfer taxes, registration fees condominium or homeowners association dues, utility bills and other assessments due on the property and holds himself/herself/itself solely liable for the payment thereof.

7. The descriptions of the properties and the disclosures in the Invitation to Bid are based only on records available to YSBP. The bidder shall be responsible for taking steps to verify the actual physical condition, size or area of the property, the status of the title or other evidence of ownership, as well as the existence of any lien or encumbrance thereon.

F. SUBMISSIONS OF BIDS

1. Bidders are advised to bring proper identification (ID) with photo which shall be required for entry to the bidding area. Bidders are also advised to come at least one (1) hour earlier that the specified deadline for submission of bids to allow enough time for registration.

2. The bid must be in the prescribed form and signed by the bidder as follows:

- a. In case of individual bidders, the bidder him/herself shall sign the Bid Form (**ANNEX B**) or his/her representative duly authorized in a Special Power of Attorney (SPA) (**ANNEX C**) executed by the bidder and attached to the Bid Form.
- b. Bids coming from organizations not registered with the Securities & Exchange Commission shall be considered as bids from individuals, with all the officers/members signing the bid.
- c. In case of duly registered single proprietorship, the proprietor or his/her designated representative shall sign the Bid Form. The following shall also be attached to the Bid Form:
 - c.1. Copy of Department of Trade and Industry registration;
 - c.2. Copy of Mayor's Business Permit; and
 - c.3. Special Power of Attorney, if the proprietor shall be represented by another individual in the bidding.

d. In case of duly registered corporations, associations, partnerships or other forms of organization, the person designated by the Board of Directors or the Partner to act for and on behalf of the organization with full powers and authority to participate in the bidding shall sign the Bid Form. The Secretary's Certificate (**ANNEX D**) executed by the Corporate Secretary, or its equivalent, certifying to the Board decision/s and authenticating the signature of the authorized representative shall be attached to the Bid Form. In addition to the Secretary's Certificate, the following shall also be attached to the Bid Form:

d.1. Copy of the Securities & Exchange Commission registration;

d.2. Copy of Mayor's Business Permit; and

d.3. Copy of Articles of Partnership or Incorporation, as the case may be.

3. The duly accomplished and signed Bid Form, together with the signed Conditions of Bid, the bid bond/deposit and the required attachments stipulated in Section F.2, as the case may be, must be in a sealed envelope and addressed to the YSBP ROPA Disposal Committee.

4. The sealed envelope must have the bidder's signature across its flap.

5. Bidders must register and drop their bids at the designated bid box starting at 9:00 a.m. (YSBP time) up to 2:00 p.m. (YSBP time) on the published bidding date. There shall be no extension on the submission of bids.

6. The holding of the bidding on the published date shall be cancelled in case of a declaration of a non-working day or due to fortuitous events. In which case, the bidding shall be held on the next working day at the same time and venue. If there are any bids registered and submitted prior to the declaration of a non-working day and before the opening of bids, these shall be returned unopened immediately after the announcement of the suspension of work.

G. OPENING OF BIDS

1. Only bids of registered bidders shall be opened for evaluation.

2. Modification/alteration/cancellation of bids shall not be allowed once a bid has been dropped in the designated bid box.

H. EVALUATION OF BIDS

1. The Committee shall determine compliance with Sections D and F.

2. After establishing the eligibility of the bidders, the Committee shall determine whether the eligible bidders submitted a complying bid.

A complying bid is the bid that meets the minimum disposal price, accompanied by the required bid bond/deposit in cash, Manager's or Cashier's Check (or a combination thereof) and meets all the other conditions stated herein. Any bid below the minimum disposal price, not accompanied by the required amount and/or form of bid deposit shall be disqualified automatically.

3. If there is only one complying bid, the Committee shall declare the lone bid as the winning bid. In cases where the documents submitted by a lone bidder as required under Section F are deficient or defective, the Committee, may at its discretion, declare the bid most advantageous and conditionally award the property to the bidder subject to the completion or correction of the deficiency or defect. The bidder shall complete or correct the deficiency or defect not later than 5:00 p.m. (YSBP time) of the working day following the bidding date; otherwise, the bid bond/deposit shall be forfeited.

4. If there are several bids for the same property, the Committee shall evaluate and award to the highest complying bid.
5. In the event of a tie for the highest bid, the Committee shall resort to an open bidding (viva voce) on the same day to be participated in by the tied bidders only.

I. VIVA VOCE BIDDING

1. The viva voce bidding shall start not later than one and a half hours after the main bidding. The Chairperson shall designate a Bid Master from among the members of the Committee who shall conduct the viva voce bidding.
2. The starting bid price in the viva voce bidding shall be the tied price plus one percent (1%) or Php1,000.00, whichever is higher.
3. A bidder shall raise his/her hand if he/she wants to make a bid at the new price announced by the Bid Master. The minimum amount to be added to the last bid price shall not be less than 1% or P1,000, whichever is higher.
4. The process continues until the last bid is declared the winning bid in the open bidding after the Bid Master has counted 3 times after the announcement of the last bid price and declare the bidding closed.
5. The winning bidder in the viva voce bidding shall pay an additional bid bond/deposit equivalent to at least 10% of the difference between the last bid price and the tied bid. The additional bid deposit shall be paid not later than 5:00 p.m. (YSBP time) of the following working day. Failure to pay the additional bid bond/deposit shall result in the cancellation of the award and forfeiture of his/her/its bid bond/deposit in favor of YSBP.
6. All other provisions in the Conditions of Bid for the main bidding shall apply to the viva voce bidding.
7. In case of a tie and one of the tied bidders is not present or his/her/its designated representative is unable to decide if the bidder is interested to participate in the viva voce bidding, the Committee shall award the property to the bidder present during the bidding at the starting bid price specified in Section I.2.

J. WINNING BIDDER

1. The Committee shall issue a Certificate of Award to the winning bidder on the day of the bidding.
2. A Deed of Absolute Sale or any other conveyance document covering the property sold shall be executed within ten (10) working days from receipt of full payment of the purchase price.
3. The winning bidder shall respect the leasehold rights existing on the property, if any, including the required period of notice of termination of the lease contract.
4. The winning bidder shall undertake the responsibility of acquiring and maintaining peaceful possession and enjoyment of the property without seeking the assistance of YSBP.

K. TAXES, FEES AND EXPENSES

1. Capital gains tax shall be shouldered by YSBP up to the fair market value identified by the BIR or the zonal value of the property, whichever is higher. Any excess shall be for the account of the winning bidder. The winning bidder shall assume the payment of appropriate taxes, fees, charges and expenses

in connection with the sale of the property and the transfer of the ownership to himself/herself/itself including, but not limited to documentary stamp tax, notarial fees, registration expenses, legal and research fund fees, entry fees and such other fees and expenses incidental to the execution and registration of the Deed of Absolute Sale.

2. All accrued taxes and charges on the property, and those accruing after the date of the public bidding, such as, but not limited to, realty taxes, condominium or homeowners association dues, electric and water bills, as well as special assessments, shall be for the account of the winning bidder.

3. For real estate properties whose titles are not yet transferred in the name of YSBP, consolidation of the title shall be undertaken by the winning bidder and expenses for the same shall be for his/her/its account.

L. OTHER CONDITIONS

1. The holding of the bidding on the published date shall be cancelled in case of a declaration of a non-working day or due to fortuitous events. In which case, the bidding shall be held on the next working day at the same time and manner. If there are any bids registered and submitted prior to the declaration of a non-working day and before the opening of bids, these shall remain unopened, and bidders shall be advised to register and submit a new bid during the re-scheduled bidding.

2. Violation of or non-compliance with the above conditions shall disqualify a bid, unless otherwise provided under Section H.3.

3. The decision of the Committee shall be final and not subject to appeal.

ROPA DISPOSAL COMMITTEE

By:

REGINA V. SAGA
Chairperson

By signing below, I hereby understood and agree to be bound by the YSBP Conditions of Bid.

(Bidder's signature over printed name) _____
(Date signed)