

INVITATION TO BID

Disposal Of Used Vehicles Across FSMPC Locations

ITB Number:	ITB 2024-06
Issuance Date:	May 21, 2024
Deadline for Offers:	June10, 2024
Point of Contact:	Bids & Tender Team (<u>rfp@fsmpc.com</u>)

Section I: Introduction

Vital FSM Petroleum Corporation is the largest supplier of energy in the FSM with an experienced, qualified, and trained workforce of over 100 people with combined petroleum and aviation handling experience exceeding 150 years. Delivering affordable, accessible, and available high quality energy products and services through innovation to the communities we serve.

Vital FSM Petroleum Corporation is soliciting bids for the following list of Used Vehicles on "**As is Where is Basis**" (see appendix 2), said vehicles are in four (4) FSMPC Facilities in the FSM. Bid Forms are to be addressed to: FSMPC Bids & Tender or you can electronically send to <u>rfp@fsmpc.com</u>.

Section II: Instruction to Bidder

A. Schedule for Inspection of Used Vehicles

FSMPC Used Vehicles for Bids are "as is where is basis" and available for inspection/viewing at the following locations until Monday, May 24, 2024. There will be no Vehicle Starting or Road Test.

- FSM Petroleum Corporation Terminal Operations Pohnpei Dekehtik, Nett Pohnpei FSM 96941 Schedule Time: 9:00am-10:00am Contact for Mr. Steve Saimon Tel # 691-320-2677
- FSM Petroleum Corporation Terminal Operations Weno Chuuk Weno, Chuuk FSM 96942
 Schedule Time: 9:00am-10:00am
 Contact for Mr. Wilton Masaichy Tel # 691-330-2540
- FSM Petroleum Corporation Terminal Operations Kosrae Okat, Kosrae FSM 96944 Schedule Time: 9:00am-10:00am Contact for Mr. Andon Johnah Terminal OIC Tel # 691-370-2386
- FSM Petroleum Corporation Terminal Operations -Yap Worwoo, Rull, Yap FSM 96943 Schedule Time: 9:00am -10:00am Contact for Mr. John Gilsowuth, Terminal Supervisor Tel # 691-350-2276

B. Conditions & Submission of Bids

- 1. Vehicles being free circulated at the Terminal Facilities of the FSMPC in Kosrae, Yap, Chuuk and Pohnpei. All costs related with transportation of the Goods from the Seller's location are for the account of the Buyer.
- 2. Bids shall be tendered in US Dollars. Bidders are requested to fill in the Bid Submission Form and to send it per Trade Terms.
- 3. Bidders can submit a bid for individual lots or for a package of lots as per the packages listed. Seller does not bind itself to accept the highest or any tender received. Goods being offered for sale may not necessarily be awarded for sale after the subsequent analysis of bids. The Seller reserves its right to withdraw any of the above-mentioned lots from the scope of tender.
- 4. The physical transfer of the Goods shall be made on "as-is-where is" basis and the Seller shall not be responsible vis-à-vis the Buyer for warranties and guarantees for workmanship which may normally be applied to the sales of goods under applicable laws. For this reason, it is strongly recommended that prospective bidders or their agents inspect the goods to confirm qualities? and

condition of the goods prior to submitting their bids.

- 5. Payment for goods awarded shall be transferred to the account of the Seller as stated on the invoice within 14 days of the issue date of the official invoice.
- 6. The Seller shall not release goods to the Buyer until payment is made in full along with the signed transfer of goods (see appendix 3) and funds have been fully received by the Seller.
- 7. The goods being sold on Ex-Terminal, will be available for pick up within 3 working days after payment is fully received by the Seller.
- 8. The responsibility for the safe handling of the Goods and the risk of accidental destruction or damage of the Goods shall be transferred to the Buyer from the moment when the Parties have signed the Act of Transfer and Acceptance of the Goods.
- 9. The Buyer shall be responsible for permit and approval, or other formalities required for operation and maintenance of the Goods from the moment of the handover.
- 10. The Buyer shall protect, defend, release, indemnify and hold the Seller harmless from and against any claims, actions, liabilities, charges, demands, judgments, and expenses (including legal expenses) which may be incurred by the Seller in connection with the failure of the Buyer to perform its obligations under the sales contract.

Section III: Appendixes

- 1. Appendix 1 Bid Form A
- 2. Appendix 2 List Of Vehicles With VIN Number
- 3. Appendix 3 Transfer Acceptance Of Goods



Appendix 1

FILE REFERENCE:

Opening Date: May 21, 2024 Closing Date: June 10, 2024 Email to: <u>rfp@fsmpc.com</u>

BID SUBMISSION FORM

Vital/FSMPC Used and Obsolete Fixed Assets



Bid Submission Form

NOTE:

The successful bidder will be informed within 15 working days. This period commencing the day following the notice of winning bids being posted on

Closing date of the Call for Bids: (Day/Month/Year) Bid posted on the following Item(s):

Note: All costs related with transportation of the Goods from the Seller's location are for the responsibility of the Buyer.

Proposal Submitted by:		
Company Name:		
Contact Phone No.:	and/or Email Address:	
Date:	Time:	
(Day/Month/Year)		
Amount of Proposal Bid Submitted:		
Bid Deposit of \$	Submitted by:	
Bid Deposit is submitted in the form of:	US DOLLARS ONLY	



Bid Submission Form

Trade Terms:

- 1. Vehicles being free circulated at the Terminal Facilities of the FSMPC in Yap, Chuuk, Kosrae and Pohnpei. All costs related with transportation of the Goods from the Seller's location are for the account of the Buyer.
- 2. Bids shall be tendered in US Dollars. Bidders are requested to fill in the **Bid Submission Form** and to send it to the Contracting Tender box as per General Terms specified above. Forms are available at Inspection Date.
- 3. Bidders can submit a bid for individual lots or for a package of lots as per the packages listed. The seller does not bind itself to accept the highest or any tender received. Goods being offered for sale may not necessarily be awarded for sale after the subsequent analysis of bids. The Seller reserves its right to withdraw any of above-mentioned lots from the scope of tender.
- 4. The physical transfer of the Goods shall be made on "as-is where is" basis and the Seller shall not be responsible vis-à-vis the Buyer for warranties and guarantees for workmanship which may normally be applied to the sales of goods under applicable laws. For this reason, it is strongly recommended that prospective bidders or their agents inspect the goods to confirm quantities and condition of the goods prior to submitting their bids.
- 5. Payment for goods awarded shall be transferred to the account of the Seller as stated on the invoice within 14 days of the issue date of the official invoice.
- 6. The Seller shall not release goods to the Buyer until payment is made in full and funds have been fully received by the Seller.
- 7. The goods being sold on Ex-Terminal and will be available for pick up within 3 working days after payment is fully received by the Seller.
- 8. The responsibility for the safe handling of the Goods and the risk of accidental destruction or damage of the Goods shall be transferred to the Buyer from the moment when the Parties have signed the Act of Transfer and Acceptance of the goods.
- 9. The Buyer shall be responsible for permit and approval, or other formalities required for operation and maintenance of the Goods from the moment of the handover.
- 10. The Buyer shall protect, defend, release, indemnify and hold the Seller harmless from and against any claims, actions, liabilities, charges, demands, judgments, and expenses (including legal expenses) which may be incurred by the Seller in connection with the failure of the Buyer to perform its obligations under the sales contract.

SUMMARY OF LIGHT VEHICLES FOR DISPOSAL

Item	Vehicle Description		CURRENT LOCATION	VIN
LIGHT TRU	cks			
	Pohnpei			
27	2019 Nissan Frontier Pick-up KC 4x2		PNI TERMINAL	1N6BD0CT9KN744945
29	2019 Nissan Frontier Pick-up KC 4x2		PNI WAREHOUSE	1N6BD0CT9KN746156
31	2016 Nissan Rogue SUV 4x2 - Blue		PNI HQ	5N1AT2MT1GC731102
33	2015 Nissan Sentra 4-Door Sedan 1		PNI WAREHOUSE	3N1AB7AP5FY337493
34	2015 Nissan Sentra 4-Door Sedan 2		PNI WAREHOUSE	3N1AB7AP7FY353078
35	2015 Nissan Sentra 4-Door Sedan 3		PNI WAREHOUSE	3N1AB7AP6FY353976
36	2017 Nissan Rogue SUV 4x2 - White		PNI AMMO	JN8ATMVOHW250641
37	2009 Nissan Frontier Pick-up	No pic	PNI WAREHOUSE	IN6BD06T59C410557
	Kosrae			
44	2015 Nissan Frontier Pick-up TC 4x4		KOS TERMINAL	1N6AD0EVXGN709770
	Үар			
46	2016 Nissan Frontier Pick-up TC 4x4	No pic	YAP TERMINAL	1N6AD0EV4GN701647
	Chuuk			
48	2016 Nissan Frontier Pick-up TC 4x4		CHK TERMINAL	1N6AD0EV0GN701406
50	2019 Nissan Rogue SUV 4x2		CHK TERMINAL	JN8AT2MT5KW264346
54	2016 Ford Ranger - Tonoas			MNBDM2E00FW270989



Appendix 3

TRANSFER AND ACCEPTANCE OF GOODS

Vital FSMPC is the true Ownership of any Bidding Item(s) that are listed below. (Please completely fill out the required information before signing and turning over to the New Ownership of bidding items)

Description of Transferring Items					
State and Registration No:	Model Year/VIN Number	Make:			

I, _____, the Buyer, have entered into the bidding transactions, paid in full the bidding expenses of the above mentioned items and accepts that the above item(s) is/are now transferred to me and that I am the sole owner as of _____.

All costs related with transportation of the Goods from the Seller's location are the responsibility of the Buyer and that the Buyer has Three (3) working days to remove the goods from the Ex-Terminal. The physical transfer of the Goods shall be made on **"as-is" basis** and the Seller shall not be responsible vis-à-vis the Buyer for warranties and guarantees for workmanship.

VITAL FSMPC

BUYER