

Terms of Reference

Consulting Services for the Appraisal of Al-Amanah Islamic Investment Bank of the Philippines (AAIIBP) Properties in Davao City; Davao Timber Corporation Properties in Mati, Davao Oriental; Far East Starch Property in Calamba, Laguna; Peninsula Development Bank (PENBANK) Property in San Pedro, Laguna; Philippine Seeds, Inc. Property in Laguna; Pioneer Glass Manufacturing Corporation Properties in Rosario, Cavite; Wright Patterson Manufacturing Corporation Property in Occidental Mindoro

APPROVED BUDGET FOR THE CONTRACT (ABC): FOUR HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED EIGHTY PESOS (Php483,580.00), inclusive of all applicable taxes and fees

A. Scope of Services

The Consultant (Firm) undertakes and commits that it will promptly and fully perform the services in accordance with the requirements and specifications of PMO to determine (a) the Fair Market Value (FMV) and (b) Fair Rental Value (FRV) of the following Real Estate Properties:

Asset Name	No.	TCT No.	Area (sq. m.)	Description	Location
Al-Amanah Islamic Investment Bank of the Philippines (AAIIBP)	1	T-265794	5,001	Land	Davao-Bukidnon Road, Brgy. Tugbok Proper, Tugbok District, Davao City
	2	T-151080	8,000		Brgy. Bato, Toril District, Davao City
	3	T-151079	8,891		Brgy. Bato, Toril District, Davao City
Davao Timber Corporation (DATICOR)	4	T-41126	92,274	Land	Brgy. Matiao, Mati, Davao Oriental
	5	T-41120			
	6	T-41121			
	7	T-41124			
	8	T-41123			
	9	T-41125			
	10	T-41128			
	11	T-41122			
	12	T-51218			
	13	T-6731			
	14	T-6736			
Far East Starch	15	T-636025	3,857	Land	Brgy. Makiling, Calamba, Laguna
Peninsula Development Bank (PENBANK)	16	T-77432	141	Land	Brgy. San Roque, San Pedro, Laguna
Philippine Seeds, Inc. (PSI)	17	T-100811	2,233	Land	Brgy. Sto. Domingo, Bay, Laguna

Pioneer Glass Manufacturing Corporation (PGMC)	18	T-30280	102,962	Land	Gen. Trias Drive, Brgy. Tejeros Convention, Rosario, Cavite
	19	T-30281			
	20	T-37099			
	21	T-37101			
	22	T-37102			
	23	T-37103			
	24	T-37095			
	25	T-37096			
	26	T-37097			
	27	T-37098			
	28	T-37100			
	29	T-37104			
	30	T-37105			
	31	T-37106			
32	T-37107				
33	T-37141				
34	T-39068				
Wright Patterson Manufacturing Corporation (WPMC)	35	T-19542	89,307	Land	Purok Pag-asa "B" Road, Brgy. Bagong Sikat, San Jose, Occidental, Mindoro

B. Performance Period, Deliverables and Terms

Upon receipt of the Notice to Proceed, the Consultant undertakes to complete and submit each appraisal report within the period specified below, including the form attached as Annex E. Submitted appraisal reports shall be subjected to PMO's review, evaluation, and acceptance. Subsequent submission of each final appraisal report shall not exceed five (5) calendar days after PMO's review.

Item	Asset Name	No. of Lots	Total Area (m ²)	No. of Calendar Days for Completion
1	Al-Amanah Islamic Investment Bank of the Philippines (AAIIBP) - Davao City	3	21,892	25
2	Davao Timber Corporation	11	92,274	30
3	Far East Starch	1	3,857	15
4	Peninsula Development Bank (PENBANK)	1	141	15
5	Philippine Seeds, Inc.	1	2,233	15
6	Pioneer Glass Manufacturing Corporation	17	102,962	20
7	Wright Patterson Manufacturing Corporation	1	89,307	15

C. Terms of Payment

The payment shall be processed by the PMO within fifteen (15) to thirty (30) calendar days upon the issuance of Certificate of Final Acceptance by PMO's End-User. Subject to liquidated damages as stated in Section H.

D. Qualifications of the Consultant

1. With at least five (5) years of experience in real estate;
2. Must be able to assign licensed Real Estate Appraiser with at least ten (10) years of experience in appraisal works as Team Leader, and;
3. Registered with the Philippines Government Electronic Procurement System (PhilGEPS) as a legitimate service provider for government requirements

E. Procedure for the Evaluation of Proposal

PMO shall evaluate proposals using the Quality Based Evaluation (QBE) procedure. Each Prospective Consultant shall be required to submit their Technical and Financial Proposals simultaneously in a separate sealed envelope.

The criteria and rating for the selection of the Consultant are as follows:

Evaluation Criteria	Score
A. Applicable experience of the Consultant	35%
B. Qualification of personnel who shall be assigned to the project	35%
C. Plan of Approach and Project Methodology	30%
TOTAL SCORE	100%

F. Data Assistance to be Provided by PMO

PMO will provide the Consultant all available pertinent documents and technical information necessary in the execution and performance of the services.

G. Documents to be submitted by the Consultant

The Consultant shall submit the following documents together with the Proposal.

1. Mayor's/Business Permit;
2. PhilGEPS Registration Number;
3. Omnibus Sworn Statement. Notarized Omnibus Sworn Statement to be submitted when contract is awarded.

Note: Certificate of Platinum Membership issued by PhilGEPS may be submitted in lieu of Mayor's Permit and PhilGEPS Registration Number.

H. Liquidated Damages

The Consultant obliges itself to perform and complete all the Services within the period specified in the Terms of Reference (TOR) beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the Consultant fail to complete the Services within the stipulated time, a penalty of at least equal to one-tenth of one percent (0.001) of the cost for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the services, without prejudice to other courses of action and remedies available under the circumstances.

I. Performance Security

The Consultant shall post a performance security prior to the signing of the contract. The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
d) Performance Securing Declaration (PSD) <i>PSD Form attached as Annex F.</i>	N/A

The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

The performance security may be released by the Procuring Entity after the issuance of the Certificate of Final Acceptance, subject to the following conditions: a) Procuring Entity has no claims filed against the contract awardee or the surety company; b) It has no claims for labor and materials filed against the contractor; and c) Other terms of the contract.

J. Confidentiality Clause

The Consultant warrants the full confidentiality of all information gathered for the consultancy contract given by PMO, unless the latter indicates the contrary. The Consultant shall not disclose any communication disclosed to him for the purpose of this Services. After the completion of the contract, all materials, data, and other related documents provided must be returned to PMO.

The Consultant shall not be engaged by any person or entity whose business or interests are against the interests of PMO. This prohibition shall subsist for a period of two (2) years after the expiration of the contract.

K. Standard of Services

The Consultant shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of PMO. To attain these, the Consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the Consultant in accordance with the instructions or directions made or to be made by the PMO at any time before its completion. The Consultant shall conduct regular consultation with PMO in relation to the undertaking of its responsibilities under the Contract Agreement.

L. Conflict of Interest

Any Consulting Firm which is directly associated or which may be directly associated with any entity having a conflict of interest in or bias against the PMO shall be disqualified from submission of proposal for Consulting Services for the Appraisal of PMO Properties.

In all cases, the Consultant which is indirectly associated or which may be indirectly associated with any entity that may have a conflict of interest in or bias against the PMO shall be required to disclose the extent of such relationship so that PMO may act upon the same accordingly.

M. Subcontracting

Subcontracting is not allowed.

N. Corrupt, Fraudulent, Collusion, and Coercive Practices

Any attempt by a Prospective Consultant to influence the Bids and Awards Committee (BAC) for Consulting Services or its authorized representatives in the evaluation of the bids or contract award decision shall result in the rejection of its bid or revocation of award as the case may be, and the implementation of other sanction/s and remedies as provided for by law.

O. Obligations of the Appraiser

The Appraiser shall:

1. Consider the physical condition of the asset.
2. Consider the condition in the locality in which a particular asset is located, preferably within a 1-kilometer radius from the asset's location.
3. Include the number of occupants/families/lessees in the asset being appraised, if applicable.
4. Include actual pictures taken at different angles, **specifying date taken**. Include in the shot a member of the appraisal company.
5. Include the source of data (name, address, telephone, and distance from the property being appraised which shall be preferably within one (1) kilometer radius).
6. Incorporate in the listing of sources and comparable of at least successful sale or actual sales of properties in the vicinity, if any.
7. Incorporate in the report the zonal value of the property being appraised. If **FMV is lower than zonal valuation**, please explain variance. Attach a BIR-issued Certificate of Zonal Values of Real Properties for properties appraised, if possible.
8. Incorporate in the report the **highest and best use** of the properties being appraised.
9. Include in the report valuation of improvements (specified on the scope of services).
10. Submit the accomplished appraisal narrative report form (Annex E) provided for by the PMO, **updated lot and location plan, certified true copy of TCTs and tax declarations**, clear and accurate **vicinity and tax map** of the property identifying the streets/landmarks.
11. Submit the final report in two (2) hard copies and one (1) soft copy.
12. The Consultant, at the request of the Procuring Entity, shall update the appraisal report of the properties in Section A, free of charge, within one (1) year from the signing of the TOR.

P. Obligations of PMO

The PMO shall:

1. Provide information and documents, if necessary and available, pertaining to the property being appraised.
2. Provide necessary letters of authorization, clearances and/or passes to enable the conduct of appraisal.
3. Provide the winning bidder with inventory list of assets and equipment.

4. Pay the appraisal company upon completion and acceptance of the project.

CONFORME:

Authorized Signature

Name and Title of Authorized Signatory

Name of Bidder-Agency

Bidder's Address

FORMAT OF CURRICULUM VITAE (CV) OF THE FIRM

Name of Firm : _____

Address : _____

Years of Experience in Real Estate Appraisal : _____

List of Similar Projects Undertaken within the period from __June 2017 to __ June 2022:

Item No.	Name of Client	Project Name/Description	Project Location	Contract Amount	Date Started	Date Completed	List of Supporting Documents Attached

Note:

Each project listed above should be duly accomplished by the following supporting documents:

1. Contract or Proposal or any valid agreement between the parties; and
2. Certificate of Completion issued by the Client or a copy of the Official Receipt representing the Final Payment.

Listed Projects without or incomplete supporting documents will not be included in the evaluation.

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe *(the Consultancy Firm)*

(Signature over Printed Name)
Authorized Representative of the Appraisal Firm

(Date)

ANNEX B

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED TEAM LEADER

Proposed Position: _____

Name of Firm:

Name of Personnel: _____

Profession:

Date of Birth:

Years with Firm/Entity: _____ Nationality:

Real Estate Appraiser License No./:

Date of Expiration

Years of Experience in Appraisal Works:

Education:

School	Date Attended	Degree Obtained

Training:

School	Date Attended

Employment Record:

Position Held	Company	From	To

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Certification:

I, the undersigned, certify that to the best of knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

(Signature)

SUBSCRIBED AND SWORN to before me this ___ day of (month) (year) at (place of execution), Philippines. Affiant/s is/are personally know to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her (insert type of government identification card used), with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ___ day of (month) (year).

NAME OF NOTARY PUBLIC

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT

A. Description of the Methodology and Work Plan

B. Identification of Project Problems, Risks, and Suggested Solutions

Financial Proposal Submission Form

Date

ATTY. MAAN VANESSA L. DOCTOR

Chief Privatization Officer

Privatization and Management Officer

104 Gamboa Street, Legaspi Village,

Makati City

Dear Atty. Doctor:

I, the undersigned, as the duly authorized representative of **(Name of Company)**, offer to provide the consulting services for the Appraisal of *Al-Amanah Islamic Investment Bank of the Philippines (AAIIBP) Properties in Davao City; Davao Timber Corporation Properties in Mati, Davao Oriental; Far East Starch Property in Calamba, Laguna; Peninsula Development Bank (PENBANK) Property in San Pedro, Laguna; Philippine Seeds, Inc. Property in Laguna; Pioneer Glass Manufacturing Corporation Properties in Rosario, Cavite; Wright Patterson Manufacturing Corporation Property in Occidental Mindoro.*

Our Financial Offer is for the sum of ***(amount in words and figures), inclusive of all applicable taxes***, for the duration of thirty (30) calendar days from the Consultant's actual receipt of the Notice to Proceed (NTP).

Item	Asset Name	Approved Budget	Financial Proposal
1	Al-Amanah Islamic Investment Bank of the Philippines (AAIIBP) - Davao City	120,920.00	
2	Davao Timber Corporation	64,520.00	
3	Far East Starch	57,020.00	
4	Peninsula Development Bank (PENBANK)	48,060.00	
5	Philippine Seeds, Inc.	57,020.00	
6	Pioneer Glass Manufacturing Corporation	65,020.00	
7	Wright Patterson Manufacturing Corporation	71,020.00	
	TOTAL	Php 483,580.00	

Our Financial Offer shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the Contract.

We confirm that we have read, understood and accepted the contents of the Terms of Reference (TOR), and other forms sent to us.

We understand you are not bound to accept any Bid you receive.

Sincerely yours,

Authorized Signature:

Name of Signatory:

Address: