#### REQUEST FOR PROPOSAL

Consulting Services for the Appraisal of Peninsula Development Bank (PenBank) properties in Quezon City, Laguna and Quezon Province; Philippine Smelters Corp. (PSC) properties in Jose Panganiban, Camarines Norte; Delta Motors Corp. (DMC) property in Silang Cavite, and Mindanao Progress Corp. (MPC) properties in Tacurong, Sultan Kudarat

# Solicitation No. PMO . 23- 73

- The Privatization and Management Office is a government agency mandated to take title
  to and possession of, conserve, provisionally manage and dispose of government assets
  and other properties.
- 2. The PMO intends to procure and engage the services of an Appraisal Firm in the determination of the Fair Market Value (FMV) and Fair Rental Value (FRV) of the Peninsula Development Bank (PenBank) properties in Quezon City, Laguna and Quezon Province; Philippine Smelters Corp. (PSC) properties in Jose Panganiban, Camarines Norte; Delta Motors Corp. (DMC) property in Silang Cavite, and Mindanao Progress Corp. (MPC) properties in Tacurong, Sultan Kudarat as listed in Section A of the Terms of Reference using appropriate valuation methodologies.
- 3. The Approved Budget for the Contract is Six Hundred Forty-Two Thousand Six Hundred Pesos (Php642,600.00), inclusive of all applicable taxes and fees.

Lot No.	Asset Name	Approved Budget	
1	Peninsula Development Bank (Quezon City and Laguna)	DI 200 100 (	
1	Delta Motors Corp. (Silang, Cavite)	Php223,120.00	
2	Peninsula Development Bank (Quezon Province)	Php268,080.00	
3	Philippine Smelters Corp. (Jose Panganiban, Camarines Norte)		
4	Mindanao Progress Corp. (Tacurong, Sultan Kudarat)	Php74,700.00	
	TOTAL	Php642,600.00	

Separate proposals on a per lot basis may be submitted.

- 4. The Consultant (firm) must have the following qualifications:
  - a. Should have at least five (5) years of experience in real estate appraisal;
  - Must be able to assign a licensed Real Estate Appraiser/s with at least ten (10) years
    of experience in appraisal works, and;

- c. Must be registered online with the Philippine Government Electronic Procurement System (<a href="http://www.philgeps.gov.ph">http://www.philgeps.gov.ph</a>) as a legitimate service provider for government requirements.
- The detailed responsibilities and deliverables for this Project are in the attached Terms of Reference.
- 6. The Consultant shall be evaluated using the Quality Cost Based Evaluation (QCBE) procedure under Republic Act (R.A No. 9184), otherwise known as the "Government Procurement Reform Act" and its Implementing Rules and Regulations (IRR) at 60% Technical Proposal and 40% for their Financial Proposal. Each prospective consultant shall be required to submit their Technical and Financial Proposals simultaneously in a separate sealed envelopes.

<b>Evaluation Criteria for Technical Proposal</b>	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

- 7. The Consultant is required to submit the following technical documents in a sealed envelope as basis for evaluation:
  - Valid and current Mayor's/Business Permit (city or municipal)/Municipal License, where the principal place of business of the prospective bidder is located.
  - ii. PHILGEPS Registration Number
  - iii. Notarized Omnibus Sworn Statement (GPBB format revised as of 07/03/2023)
  - iv. Curriculum Vitae (CV) of the Firm, using prescribed form (Annex A)
  - v. Curriculum Vitae (CV) of the licensed Real Estate Appraiser/s, using prescribed form (Annex B) together with a copy of the license as Real Estate Appraiser.
  - vi. Description of the Methodology and Work Plan, using prescribe form (Annex C)

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

8. The Consultant is also required to submit its Financial Proposal using the prescribed form (Annex D) in a separate sealed envelope. The Financial Proposal shall not exceed the Approved Budget for the Contract (ABC) and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

Proposals received in excess of the ABC shall be automatically rejected.

- The contract shall be effective from the date stated in the Notice to Proceed (NTP) and until the full delivery of the requirement and acceptance by the PMO is accomplished by the Consultant.
- 10. The Proposal composed of the aforecited documentary requirements, and the Financial Proposal must be submitted to the PMO-BAC Secretariat, on or before PM, 27 DTC · 2023 at the Ground Floor, Privatization and Management Office, 104 Gamboa Street, Legaspi Village, Makati City. The proposal shall be addressed to ATTY. CARLO C. TABALOC, PMO-BAC Chairperson.
- 11. The PMO reserves the right to accept or reject any and all proposals, annul the procurement process or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected Consultant.
  - In the event two or more prospective Consultants have been post-qualified as Highest Rated and Responsive Bidder (HRRB), the PMO shall use "draw lots" or similar methods of chance as tie breaking method.
- 12. For further information, your office may contact PMO-BAC Secretariat at BAC@pmo.gov.ph or at telephone number (02) 8893-7096 (from Monday to Friday, 8:00AM to 5:00PM) starting 19 DFC 2023.

ATTY. CARLO C. TABALOC Chairperson, PMO-BAC

#### TERMS OF REFERENCE

Consulting Services for the Appraisal of Peninsula Development Bank (PenBank) properties in Quezon City, Laguna and Quezon Province; Philippine Smelters Corp. (PSC) properties in Jose Panganiban, Camarines Norte; Delta Motors Corp. (DMC) property in Silang Cavite, and Mindanao Progress Corp. (MPC) properties in Tacurong, Sultan Kudarat

APPROVED BUDGET FOR THE CONTRACT (ABC): Six Hundred Forty-Two Thousand Six Hundred Pesos (Php642,600.00), 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:

Lot No.	Asset Name	TCT No.	Area (sq. m.)	Description	Location
		T-351471	183	Land	Cabeza St., Brgy Marilag, Quezon City
	Peninsula	T-36013	220	Land	Aquamarine St., Magcase Ville, Brgy Sto. Cristo, San Pablo City, Laguna
1	Development Bank	T-143097	1,631	Land	Brgy. San Roque, Victoria, Laguna
		T-95844	216	Land	Brgy. Landayan, San Pedro, Laguna
	Delta Motors Corp.	T-889803	25,527	Land	Silang, Cavite
		T-253449	180	Land	Batino Street, Brgy. Danlagan, Lopez, Quezon
	Peninsula Development Bank	T-256692	204	Land	Peninsula Homes, Brgy. Bukal, Pagbilao, Quezon
		T-256693	223	Land	De Asis Ave, Peninsula Homes, Brgy. Bukal, Pagbilao, Quezon
		T-201847	4,039	Land	Brgy. Aluyape, Pagbilao, Quezon
		T-390067	100	Land	Peninsula Homes, Brgy. Bukal, Pagbilao, Lucena, Quezon
2		T-390066	96	Land	Peninsula Homes, Brgy. Bukal, Pagbilao, Lucena, Quezon
		T-390064	93	Land	Peninsula Homes, Brgy. Bukal, Pagbilao, Lucena, Quezon
		T-109309	709	Land	Brgy. Ibabang Dupay Lucena, Quezon
		T-109308	131	Land	Employees Village, Brgy. Gulang- gulang, Lucena City, Quezon
		T-109307	120	Land	Employees Village, Brgy. Gulang- gulang, Lucena City, Quezon
		T-109305	1,500	Land	Brgy. Gulang-gulang, Lucena City, Quezon

		T-26803	4,547	Land	
		T-26802	15,690	Land	
		T-26795	30,887	Land	
		T-26798	455	Land	
		T-26799	173	Land	
		T-26800	2,365	Land	
2	Philippine Smelters	T-26801	439	Land	Bagong Bayan, Jose Panganiban,
3	Corp.	T-26805	3,472	Land	Camarines Norte
		T-26806	740	Land	
		T-26792	177,296	Land	
		T-26793	25,000	Land	
		T-26804	1,392	Land	
		T-67234	785	Land	
		T-67235	15,904	Land	
		T-0143	19,335	Land	
		T-60811	28,954	Land	
4	Mindanao Progress Corp.	T-60812	49,917	Land	Tacurong, Sultan Kudarat
	Corp.	T-60813	24,339	Land	
		T-60814	24,338	Land	

#### 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.

Lot No.	Asset Name	No. of Lots	Total Area (sq. m.)	No. of Calendar Days for Completion
1	Peninsula Development Bank (Quezon City and Laguna)	4	2,250	15
1	Delta Motors Corp. (Silang, Cavite)	1	25,527	15
2	Peninsula Development Bank (Quezon Province)	11	7,395	20
3	Philippine Smelters Corp. (Jose Panganiban, Camarines Norte)	14	279,145	25
4	Mindanao Progress Corp. (Tacurong, Sultan Kudarat)	5	146,863	30

#### 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/s with at least ten (10) years of experience in appraisal works, 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 Cost Based Evaluation (QCBE) procedure under Republic Act (R.A No. 9184), otherwise known as the "Government Procurement Reform Act" and its Implementing Rules and Regulations (IRR) at 60% Technical Proposal and 40% for their Financial Proposal. Each prospective consultant shall be required to submit their Technical and Financial Proposals simultaneously in a separate sealed envelopes.

Evaluation Criteria for Technical Proposal	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

In the event two or more prospective Consultants have been post-qualified as Highest Rated and Responsive Bidders (HRRB), the PMO will use "draw lots" or similar methods of chance as tie breaking method.

#### F. Data Assistance to be Provided by PMO

PMO will provide the Consultant with 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. Notarized Omnibus Sworn Statement (GPBB format revised as of 07/03/2023)

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) b)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.  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.  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.	Five percent (5%)
	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.	
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)  PSD Form attached as Annex F.	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 given 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 an 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:

- To determine the latest market value of the property in its "Present as Is, Where Is Condition", taken into consideration the actual "as is" condition or status of the asset, (i.e., presence of informal settlers) and likewise by providing a market value of "as if vacant".
- 2. Consider the physical condition of the asset (i.e., landlocked, availability of road right- of-way, presence of creek or canals, etc.)
- Consider the condition in the locality in which a particular asset is located, preferably within a 1-kilometer radius from the asset's location.
- Include the number of occupants/families/lessees in the asset being appraised, if applicable.
- 5. Include actual pictures taken at different angles, **specifying date taken**. Include in the shot a member of the appraisal company.
- Include the source of data (name, address, telephone, and distance from the property being appraised which shall be preferably within one (1) kilometer radius).
- 7. Incorporate in the listing of sources and comparable of at least successful or actual sales of properties at most, five (5) kilometers radius of the vicinity, if any.
- 8. 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.
- Incorporate in the report the highest and best use of the properties being appraised.
- 10. Include in the report valuation of any improvements found in the property.
- 11. 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.

- 12. Submit the final report in two (2) hard copies and one (1) soft copy.
- 13. 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.
- Provide necessary letters of authorization, clearances and/or passes to enable the conduct of appraisal.
- 3. Provide the winning bidder with an inventory list of assets.
- 4. Pay the appraisal company upon completion and acceptance of the project.

CONFORME:	
Authorized Signature	
Name and Title of Authorized Sign	- natory
Name of Bidder-Agency	_
Bidder's Address	_

# FORMAT OF CURRICULUM VITAE (CV) OF THE FIRM

Name	of Firm						
Addre	ss						
in Rea	of Experie l Estate A	ppraisal					
List of	Similar I	Projects Undertaken	within th	e period fi	rom 2018	to 2023:	
Item No.	Name of Client	Project Name/Description	Project Location	Contract Amount	Date Started	Date Completed	List of Supporting Documents Attached
						k	
docum	nents: Contract Certifica	sted above should or Proposal or any te of Completion is ting the Final Paymo	valid agree ssued by	ement betw	veen the p	arties; and	
Listed evalua		without or incomp	lete suppo	rting docu	iments w	ill not be in	cluded in the
			CERTIFI	CATION			
		ned, certify that to the insultancy Firm)	ne best of 1	my knowle	edge and	belief, these	data correctly
			Au			ver Printed N ative of the A	a <b>me)</b> ppraisal Firm

(Date)

FORMAT OF CURRICULUM VITAE (CV) OF THE REAL ESTATE APPRAISER
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

#### Certification:

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

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Com	mi	tm	en	t:

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

DECORDERON	OF MITT MERITODOL	OCH AND MACON	OF ANTEON DE	ERFORMING THE PROJECT
DESCRIPTION	OF THE METHODOL	OGY AND WOR	K I LAN FOR I'E	KFORMING 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 Peninsula Development Bank (PenBank) properties in Quezon City, Laguna and Quezon Province; Philippine Smelters Corp. (PSC) properties in Jose Panganiban, Camarines Norte; Delta Motors Corp. (DMC) property in Silang Cavite, and Mindanao Progress Corp. (MPC) properties in Tacurong, Sultan Kudarat.

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

Lot No.	Asset Name	Approved Budget	Financial Proposal
1	Peninsula Development Bank (Quezon City and Laguna)	Php223,120.00	
	Delta Motors Corp. (Silang, Cavite)	1 Hp223,120.00	
2	Peninsula Development Bank (Quezon Province)	Php268,080.00	
3	Philippine Smelters Corp. (Jose Panganiban, Camarines Norte)	Php76,700.00	
4	Mindanao Progress Corp. (Tacurong, Sultan Kudarat)	Php74,700.00	
	TOTAL	Php642,600.00	

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:



#### PRIVATIZATION AND MANAGEMENT OFFICE

104 Gamboa St., Legaspi Village, Makati City

# APPRAISAL REPORT

	Date:				
		I. LAND DATA	NO SEE TO SEE		
Account/As	sset Name				
	the Property				
Registered					
	rtificate of Title No.				
Registry for	r				
Area	Lot No., Block No.		(Lot)Plan No.		
Shape	Fronting Street		Street Width		
Frontage	Ave. Depth		Street Surface		
Terrain	☐ Flat ☐ ☐ Street Level ☐ ☐ Other Observation		olling elow Street Level	☐ Rugged ☐ Others	
Boundaries					
North		West			
South		East			
Other Infor  Proper Property Proper		Comments  Prope  With  Title \	Industrial  erty has no right of waterication Comments Comments	e property	
		MARKET DATA			
Prices of Co	omparable Properties in the Vicini	ty			
	Location (and source of data)	Area (in sq. m.)	Asking	Price per Sq. M.	
BIR Zonal V	/alue				

Appraisal Report		
Account Name:		
Location:		
Date Inspected:	k	
	II. BUILDING AND IMPROVEMENTS DATA	
Type of Building:		
Year Constructed:		
No. of Storeys:		
No. of Rooms:		
Total Floor Area:		
Frame/Foundation:		1
Post and Beams:		
Roofing:		
Ceiling:		
Flooring:		
Materials:		
Finishes:		2
Walls:		
Materials:		
Finishes:		
Partitions;		
Materials:		
Finishes:		e l
Windows:		
Doors:		
T&B:		
Staircase:		
Point Condition:		
Observed Physical Condition:		
	VALUATION	
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Appraisal F	Report							
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Location:								
Date Inspect	ted:							
pcc								
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Item No.	Lot No.	Survey Plan No.	Area (sq.m.)	Classification	Market Value (per	Total Fair Market Value	Market Rent (Per annum)	Market Rent (per month)
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					+	1		-
		+			+	-		
		1			+	+		-
		+			+	-		-
		1			+	+		-
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Appraisal Report		
Account Name:		
Location:		
Date Inspected:		
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182		