REQUEST FOR PROPOSAL

The **Privatization and Management Office (PMO)**, through its **Marketing Division III**, intends to procure **Appraisal of Office of the Ombudsman Properties (Baguio City and Laguna)** with an Approved Budget for the Contract (ABC) in the amount of **Eighty Eight Thousand Six Hundred Eighty Pesos (Php 88,680.00),** inclusive of all applicable taxes and fees, in accordance with **Section 53.9 Negotiated Procurement - Small Value Procurement** of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Solicitation No. PMO-24-67

1. 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 properties listed in Item A (Scope of Services) of the Terms of Reference (TOR) using appropriate valuation methodologies.

3. The Consultant (firm) must have the following qualifications:

   a. Should have at least five (5) years of experience in real estate appraisal;

   b. 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 (http://www.philgeps.gov.ph) as a legitimate service provider for government requirements.

4. The detailed responsibilities and deliverables for this Project are in the attached TOR.

5. 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% Financial Proposal. Each prospective consultant shall be required to submit their Technical and Financial Proposals simultaneously in a separate sealed envelope.

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**

6. The Consultant is required to submit the following technical documents in a sealed envelope as basis for evaluation:

i. 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.

7. 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.

8. 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.

9. The Proposal composed of the aforecited documentary requirements, and the Financial Proposal must be submitted to the PMO-BAC Secretariat, on or before **5:00 PM of December 10, 2024** 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.**

10. 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.

11. 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 December 5, 2024.

SGD
ATTY. CARLO C. TABALOC
Chairperson, PMO-BAC

TERMS OF REFERENCE (TOR)

Consulting Services for the Appraisal of Office of the Ombudsman Properties (Baguio City and Laguna)

APPROVED BUDGET FOR THE CONTRACT (ABC): Eighty-Eight Thousand Six Hundred Eighty Pesos (Php 88,680.00), *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: Office of the Ombudsman (OMB)				
Item No.	TCT No.	Area	Description	Location
1	018-2010002178	1,000	Land	Loakan, Baguio
2	018-2010002179	1,000	Land	Loakan, Baguio
3	058-2017006792	63,532	Land	Calauan, Laguna

B. Performance Period, Deliverables and Terms

Upon receipt of the Notice to Proceed, the Consultant undertakes to complete and submit appraisal reports within thirty (30) calendar days, including the form attached as **Annex E.** Submitted appraisal reports shall be subjected to PMO's review, evaluation, and acceptance.

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 item H of this TOR.

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% Financial Proposal. Each prospective consultant shall be required to submit their Technical and Financial Proposals simultaneously in a separate sealed envelope.

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 Performance Security	Amount of Performance Security (Not less than the Percentage of the ABC)
a) 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.*	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. *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 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 skills, 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:

1. 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.)

3. Consider the condition in the area in which a particular asset is located, preferably within a 1-kilometer radius from the asset's location.

4. 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.

6. 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.

9. Incorporate in the report the **highest and best use** of the properties being appraised.

10. Include in the report a 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 Item 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 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 Signatory

_____
Name of Bidder-Agency

_____
Bidder's Address

ANNEX A

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 2018 to 2023:

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

ANNEX B

(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.

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 _____.

ANNEX C

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

ANNEX D

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 consulting services for the **Appraisal of Office of the Ombudsman Properties (Baguio City and Laguna)**.

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).

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:

ANNEX E

PRIVATIZATION AND MANAGEMENT OFFICE
104 Gamboa St., Legaspi Village, Makati City

APPRAISAL REPORT

Date: _____

I. LAND DATA					
Account/Asset Name					
Location of the Property					
Registered Owner/s					
Transfer Certificate of Title No.					
Registry for					
Area		Lot No., Block No.		(Lot)Plan No.	
Shape		Fronting Street		Street Width	
Frontage		Ave. Depth		Street Surface	

Terrain
☐ Flat ☐ Sloping ☐ Rolling ☐ Rugged
☐ Street Level ☐ Below Street Level ☐ Below Street Level ☐ Others
☐ Other Observation

Boundaries

North		West	
South		East	

Neighborhood

Kind of Locality	☐ Residential	☐ Commercial	☐ Industrial	☐ Agricultural
Availability of Facilities	☐ Electricity	☐ Telephone	☐ Water Supply	☐ Cable TV
Highest and Best Use of Land	☐ Residential	☐ Commercial	☐ Industrial	☐ Agricultural

☐ Other Comments _____

Other Information

☐ Property is occupied by _____
☐ Property is squatted (No. of Families) _____
☐ Property is an interior lot _____
☐ Legal easement _____
☐ Property has no right of way
☐ With encroachments in the property
☐ Title Verification Comments
☐ Other Comments _____

MARKET DATA

Prices of Comparable Properties in the Vicinity

Location (and source of data)	Area (in sq. m.)	Asking Price per Sq. M.

BIR Zonal Value	

Appraisal Report

Account Name:

Location:

Date Inspected:

II. BUILDING AND IMPROVEMENTS DATA

Type of Building:

Year Constructed:

No. of Storeys:

No. of Rooms:

Total Floor Area:

Frame/Foundation:

Post and Beams:

Roofing:

Ceiling:

Flooring:

- Materials:
- Finishes:

Walls:

- Materials:
- Finishes:

Partitions;

- Materials:
- Finishes:

Windows:

Doors:

T&B:

Staircase:

Point Condition:

Observed Physical Condition:

VALUATION

Appraisal Report

Account Name:

Location:

Date Inspected:

DETAILED COMPUTATION

Item No.	Lot No.	Survey Plan No.	Area (sq.m.)	Classification	Fair Market Value (per sq.m.)	Total Fair Market Value	Market Rent (Per annum)	Market Rent (per month)

Appraisal Report

Account Name:

Location:

Date Inspected:

VICINITY MAP

Not to Scale