

BAC-C Resolution No. BC-2018-021

NEGOTIATED PROCUREMENT THROUGH SMALL VALUE PROCUREMENT

Consulting Services for the Appraisal of Bonifacio South Pointe Property

WHEREAS, the Land and Asset Development Department (LADD), in its letter dated May 28, 2018, endorsed to the Bids and Awards Committee for Consulting Services (BAC-C), the procurement of the services of a Consultant to conduct the appraisal of the 33.31 hectare Bonifacio South Pointe property in Fort Bonifacio, Taguig City and its request to delegate the authority to procure to the LADD, in accordance with the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the Government Procurement Reform Law (Annex A);

WHEREAS, the BCDA Management instructed the LADD to conduct the appraisal of the subject property to validate the 2017 appraisal values made by Asian Appraisal Company, Inc. and to determine the following:

- Market Value (as if free and clear);
- Market Value (Land Residual Value) considering the current Master Development Plan (MDP);
- Prompt/Quick Sale Value

WHEREAS, Section 53.9 of the Revised IRR of RA 9184 allows the procuring entity to resort to Alternative Methods of Procurement, specifically Small Value Procurement where the procurement does not fall under Shopping of Section 52 of the Revised IRR and the amount involved does not exceed the thresholds prescribed in Annex "H" (Consolidated Guidelines for the Alternative Methods of Procurement) of the Revised IRR in the amount of One Million Pesos (Php1,000,000.00) for NGAs, GOCCs, GFIs, SUCs and Autonomous Regional Government;

WHEREAS, the approved budget for the abovementioned consulting services with a term of 12 days is **Pesos: One Hundred Fifty Thousand (Php 150,000.00)**, inclusive of all applicable taxes and fees;

WHEREAS, pursuant to Annex H, Section J, Delegation of Authority states that, "the conduct of Shopping and Negotiated Procurement under Emergency Cases, Small Value Procurement and Lease of Real Property and Venue may be delegated to the End-user unit or any other appropriate bureau, committee, or support unit duly authorized by the BAC through a Resolution approved by the HOPE."

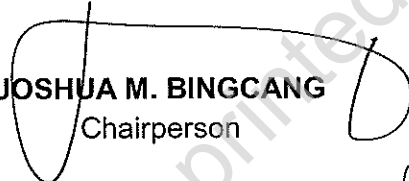
NOW, THEREFORE, the BAC-C resolve, as it is hereby resolved:

1. To recommend the procurement of Consulting Services for the Appraisal of Bonifacio South Pointe Property using the Alternative Method of Procurement in accordance with Section 53.9 of the Revised IRR of RA 9184 under Small Value Procurement;

2. To delegate the procurement of said consulting services to the LADD, pursuant to Annex H, Section J of the Revised IRR under Delegation of Authority;
3. To direct the end user to request for the issuance of the Certificate of Funds Availability (CFA) for the procurement prior to the award of the contract;
4. To direct the end-user to furnish the BAC-C Secretariat copies of the duly conformed Notice of Award and Notice to Proceed as well as the executed contract, and all supporting documents pursuant to the procurement; and
5. To direct the end-user to report to the BAC-C the result of the procurement process within 10 days in the event that the procurement of said consulting services fails.

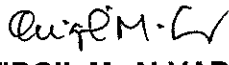
Done in Taguig City, this 30th day of May 2018.


BIDS AND AWARDS COMMITTEE FOR CONSULTING SERVICES


JOSHUA M. BINGCANG
Chairperson


JOANNA EILEEN M. CAPONES
Vice-Chairperson


HEDDA LOURDES Y. RULONA
Member


VIRGIL M. ALVAREZ
Member


GUALBERTO J. OYZON, JR.
Member

Approved by:


AILEEN ANUNCIACION R. ZOSA
Executive Vice President

INTERNAL MEMO

for BAC-C discussion
FOR THE BIDS AND AWARDS COMMITTEE FOR CONSULTANCY (BAC-C)

Thru : BAC-C Chairman **Joshua M. Bingcang**
From : LMO LADD **Lorna A. Enriquez**
Date : 28 May 2018
Subject : **Procurement of Consulting Services for the Appraisal of Bonifacio South Pointe Property in Fort Bonifacio, Taguig City**

Reference

1. Approval by PCEO Vivencio B. Dizon of the following as evidenced in the attached Internal Memo dated 15 May 2018:
 - Procurement of the Consulting Services for the Appraisal of the 33.31-hectare Bonifacio South Pointe property under Section 53.9 of the revised IRR of RA 9184 or **Negotiated Procurement through Small Value Procurement**;
 - Approved Budget for the Contract (ABC) for the subject Appraisal Services in the total of amount of Pesos: **One Hundred Fifty Thousand Pesos (₱150,000.00)**;
 - Terms of Reference; and,
 - Evaluation Criteria in determining the Highest Rated Bid.

Discussion

2. The Land and Asset Development Department (LADD) intends to procure the Consulting Services for the Appraisal of the 33.31-hectare Bonifacio South Pointe property under Section 53.9 of the revised IRR of RA 9184 or **Negotiated Procurement through Small Value Procurement** since the proposed Approved Budget for the Contract (ABC) of **One Hundred Fifty Thousand Pesos (₱150,000.00)** is within the prescribed threshold of ₱1,000,000.00 for Government-Owned and Controlled Corporations.
3. The BCDA Management instructed LADD to conduct the appraisal of the 33.31-hectare Bonifacio South Pointe to validate the 2017 appraisal values made by Asian Appraisal Company, Inc. and to determine the following:
 - Market Value (as if free and clear);
 - Market Value (Land Residual Value) considering the current Master Development Plan (MDP)
 - Prompt/Quick Sale Value
4. The proposed ABC of **One Hundred Fifty Thousand Pesos (₱150,000.00)** for the aforesaid appraisal services is inclusive of all applicable taxes and fees. The ABC will be sourced from the LADD's approved 2018 budget for Appraisal Services. The services is scheduled to be completed within twelve (12) calendar days.

5. The criteria in determining the *Highest Rated Proposal* are the following:

Evaluation Procedure to be used – “QUALITY- COST BASED EVALUATION”

Proposal		Weight
Technical Proposal:		80%
▪ Quality of Personnel to be assigned to the Project	35%	
▪ Applicable Experience of the Consultant/Firm	30%	
▪ Plan of Approach and Methodology	35%	
Financial Proposal		20%
TOTAL		100%

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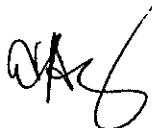
Recommendations

In view of the foregoing, may we request BAC-C for the **Procurement of the Consulting Services for the Appraisal of the 33.31-hectare Bonifacio South Property** under Section 53.9 of the revised IRR of RA 9184 or **Negotiated Procurement** through **Small Value Procurement**.

Further, may we also request BAC-C to **delegate** to the **Land and Assets Development Department (LADD)** the procurement of the consulting services for the aforesaid appraisal services subject to the compliance with the revised IRR of RA 9184.

For the BAC-C's consideration and approval.

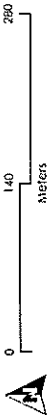
Thank you.

A handwritten signature in black ink, appearing to be the initials 'WAG' followed by a stylized flourish.



NAVY VILLAGE & BONIFACIO SOUTH POINTE BONIFACIO SOUTH, FORT BONIFACIO

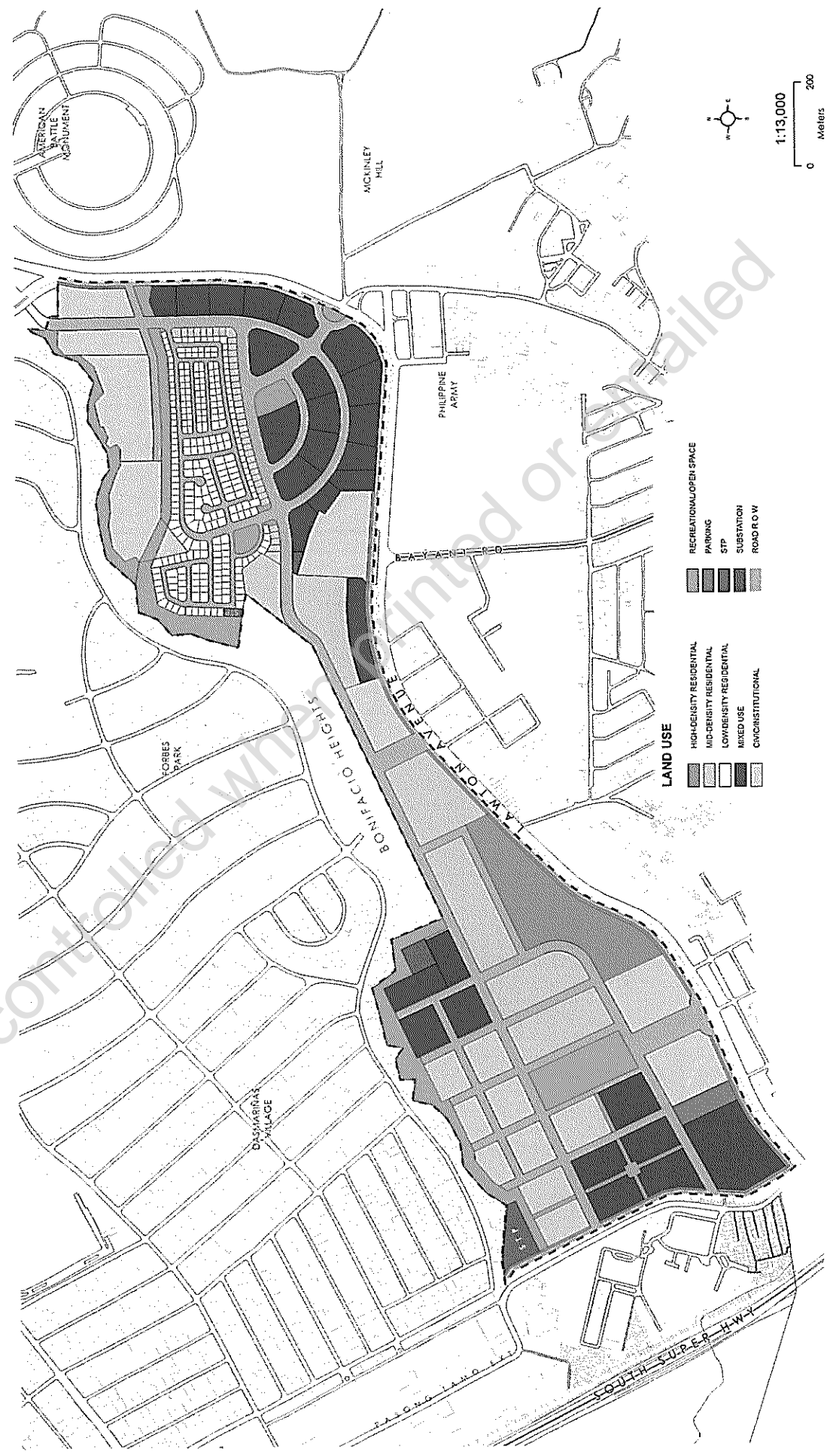
Reference No.: FB-2013-1210-242 File Name: Bonifacio South Pointe and Navy Village (SAI Image)



Notes/Remarks:

Prepared by: algarcia
 Checked by: RMCepe
 Approved by: RMCepe

Land Use Plan



Terms of Reference

Consulting Services for the Appraisal of the 33.31-hectare Bonifacio South Pointe

BUDGET: ONE HUNDRED FIFTY THOUSAND PESOS (Php150,000.00), inclusive of all applicable taxes and fees

<p>I. Background</p>	<p>The Bases Conversion and Development Authority (BCDA) is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the Clark and Subic military reservations and their extension, to raise funds by the sale of portions of Metro Manila military camps; and to apply said funds for the development and conversion into alternative productive uses of these properties.</p> <p>There is a need to engage the services of an independent property under the pertinent provisions of RA 9184, otherwise known as the "Government Procurement Reform Act" and its implementing rules and regulations pertaining to consulting services to determine the current valuation of the 33.31-hectare Bonifacio South Pointe property in Fort Bonifacio, Taguig City.</p>
<p>II. Description of Objective Consulting Services</p>	<p>The Consulting Services required under this Terms of Reference (TOR) shall be the determination of the Market Value, Land Residual Value, and Prompt/Quick Sale Value of the 33.31-hectare Bonifacio South Pointe Property in Fort Bonifacio, Taguig City using the appropriate valuation methodologies.</p>
<p>III. Scope of Services</p>	<p>The Consultant shall provide the following services:</p> <ol style="list-style-type: none"> a. Conduct an ocular inspection / identification of the properties for appraisal; b. Undertake the valuation study using the appropriate valuation methodology to come up with the following: <ul style="list-style-type: none"> ▪ Market Value (as if free and clear); ▪ Market Value (Land Residual Value) considering the current Master Development Plan (MDP) ▪ Prompt/Quick Sale Value <p>The Consultants shall take into consideration the following limitations in the determination of the value of the property:</p> <ol style="list-style-type: none"> a. four (4) year-lag/delay in the development due to relocation and replication works of the military facilities fully occupying the property such that, from the developer's standpoint, the property can not be developed during that period and the developer has to wait for the relocation and replication works to be completed; and b. Supreme Court final decision on the property which directs that the competitive challenge on the 2010 SM Prime Holdings (SMPH) proposal be continued and where SMPH has a right to match any competitive challenge proposal -- this limits the developers' interest in the property because SMPH can just match their offer so as to acquire the property. c. The appraiser shall conduct consultation and coordination with BCDA in relation to the undertaking of its responsibilities; and

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Terms of Reference

Consulting Services for the Appraisal of the 33.31-hectare Bonifacio South Pointe

	<p>d. Fulfill all its obligations by using its technical expertise and in accordance with the highest 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 BCDA. To attain these ends, the Consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services.</p>																			
<p>IV. Approved Budget for the Contract</p>	<p>The Approved Budget for the Contract (ABC) is One Hundred Fifty Thousand Pesos (₱150,000.00), inclusive of all applicable taxes and fees.</p>																			
<p>V. Manner of Payment</p>	<p>Payment of the Contract Price shall be paid by BCDA to the Consultant upon approval of the Final Report as evidenced by the issuance by BCDA of the Certificate of Completion.</p>																			
<p>VI. Duration of the Project / Deliverables</p>	<p>The project shall be completed within twelve (12) calendar days from receipt by the Consultant of the Notice to Proceed.</p> <p>The consultant shall submit the draft appraisal report within ten (10) calendar days from the receipt by the Consultant of the Notice to Proceed.</p> <p>The Consultant shall submit the Final Report within two (2) calendar days from the approval by BCDA of the draft appraisal report.</p>																			
<p>VII. Qualifications of the Consultant</p>	<p>Qualifications of the Consultant:</p> <ol style="list-style-type: none"> a. With at least ten (10) years of experience in real estate appraisal; b. The Team Leader to be assigned to the project should be a licensed Real Estate Appraiser with at least five (5) years of experience in appraisal works. 																			
<p>VIII. Procedure for the Evaluation of Proposal</p>	<p>BCDA shall evaluate bids using the <i>Quality-Cost Based Evaluation (QCBE)</i> procedure. The Proponent shall be required to submit its Technical and Financial Proposals in a separate sealed envelope.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Proposal</th> <th style="text-align: center;">Weight</th> </tr> </thead> <tbody> <tr> <td colspan="2">Technical Proposal:</td> <td style="text-align: center;">80%</td> </tr> <tr> <td style="padding-left: 20px;">▪ Quality of Personnel to be assigned to the Project</td> <td style="text-align: center;">35%</td> <td rowspan="3"></td> </tr> <tr> <td style="padding-left: 20px;">▪ Applicable Experience of the Consultant/Firm</td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="padding-left: 20px;">▪ Plan of Approach and Methodology</td> <td style="text-align: center;">35%</td> </tr> <tr> <td colspan="2">Financial Proposal</td> <td style="text-align: center;">20%</td> </tr> <tr> <td colspan="2" style="text-align: center;">TOTAL</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table> <p>The consultant shall meet the minimum Technical Score of 60%.</p>	Proposal		Weight	Technical Proposal:		80%	▪ Quality of Personnel to be assigned to the Project	35%		▪ Applicable Experience of the Consultant/Firm	30%	▪ Plan of Approach and Methodology	35%	Financial Proposal		20%	TOTAL		100%
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<p>IX. Data Assistance to be Provided by BCDA</p>	<p>BCDA will provide the Consultant all available pertinent documents and technical information necessary in the execution and performance of the services.</p>																			

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Terms of Reference

Consulting Services for the Appraisal of the 33.31-hectare Bonifacio South Pointe

<p>X. Documents to be submitted by the Consultant</p>	<p>The consultant shall submit the following documents together with the Proposal.</p> <ol style="list-style-type: none"> 1. Mayor's /Business Permit; 2. PhilGEPS Registration Number; 3. Omnibus Sworn Statement; 4. Curriculum Vitae of the Firm; 5. Curriculum Vitae of the Team Leader; and 6. Description of the Methodology and Work Plan. <p>Note: <i>Certificate of Platinum Membership</i> issued by PhilGEPS may be submitted in lieu of Mayor's Permit and PhilGEPS Registration Number</p>
<p>XI. Liquidated Damages</p>	<p>The Consultant obligates itself to perform and complete all the Services within the period specified in the Terms of Reference and the Contract 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, liquidated damages, not by way of penalty, shall be paid to BCDA by the Consultant in an amount equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay.</p>
<p>XII. Confidentiality</p>	<p>The Consultant warrants the full confidentiality of all information gathered for the consultancy contract given by BCDA, 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 BCDA.</p> <p>The Consultant shall not be engaged by any person or entity whose business or interests are against the interests of BCDA. This prohibition shall subsist for a period of two (2) years after the expiration of the contract.</p>
<p>XIII. Standard of Services</p>	<p>The Consultant shall fulfill its obligations under the agreement by using its technical expertise and in accordance with the best-accepted professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence, and prudence in the discharge of its obligations and shall always work in the best interest of BCDA. To attain these, the Consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the contracted services/undertakings.</p> <p>The contracted services shall be conducted by the Consultant in accordance with the instructions or directions made or to be made by the BCDA at any time before the completion of the subject undertaking. The Consultant shall conduct regular consultations with BCDA in the course of the performance of its obligations under the Contract.</p>
<p>XIV. Conflict of Interest</p>	<p>The Consultant and its officers or staff who may be directly or indirectly associated with firms having interest/s in any projects of BCDA shall confine their roles therein to providing the contracted services and shall disqualify themselves and their affiliates from bidding for BCDA projects, products or services.</p>
<p>XV. Subcontracting</p>	<p>Subcontracting is not allowed.</p>

Terms of Reference

Consulting Services for the Appraisal of the 33.31-hectare Bonifacio South Pointe

XVI. Corrupt, Fraudulent, Collusion, and Coersive Practices	Any attempt by a bidder 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.
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