

## TERMS OF REFERENCE

### (Procurement of Consulting Service for the Appraisal of Various BCDA Properties in Camp John Hay)

#### I. ANTECEDENTS/ BACKGROUND

1. The Revised Guidelines on the Sale and Lease of Bases Conversion and Development Authority (BCDA), attached herewith for reference<sup>1</sup>, provides the following:

x x x

#### B. Disposition through Direct Negotiation

3. For lease of BCDA properties, the Board-approved parameters for negotiations, which is based on the most recent appraisal of the property and the Board-approved indicative lease terms shall be the basis for the minimum allowable lease rate for negotiating with the prospective partner, investor, and/or locator.”

x x x

#### D. Modes of Disposition

3. **Renewal of the Lease.** The Lease Payments for the renewal period shall be set in accordance with the following procedure:

3.1. At least two (2) years prior to the end of the initial lease period, the parties shall have the Property, re-appraised by two (2) independent appraisers mutually acceptable to the parties for the purpose of determining the current fair market value of the land on the last year of the initial lease period. BCDA shall have the absolute right to choose the appraised value of the property from within the independent appraisers’ report.

x x x

2. During the presentation of the CY 2019 Corporate Operating Budget on 03 September 2018, the BCDA emphasized the need to comply with the appraisal of assets based on the existing BCDA guidelines.
3. In a BCDA letter dated 07 September 2018, one of the action items of JHMC includes the conduct of appraisal which will be used in the disposition of Sheridan Drive Center and Mile-Hi Center.

4. To date, the JHMC and BCDA received several unsolicited proposals/ letters of intent to lease portions of the Camp John Hay to date.
5. The scope of services to be performed during the period of consultancy is beyond the function of any JHMC employee which covers the following areas:

Location		Area	Coverage
1	Area 1	8.35 has	Land only
2	Area 2- Lot 1, Block 6	9,689 m <sup>2</sup>	Land only
3	Scout Barrio Open Field	6,390 m <sup>2</sup>	Land only
4	AIM Area	15,000 m <sup>2</sup>	Land and Improvements
5	JHMC Office Complex	10,000 m <sup>2</sup>	Land, Building and Improvements
6	Mile Hi Center	7,674 m <sup>2</sup>	
7	Cemetery of Negativism 2	1,180.620 m <sup>2</sup>	Land only
8	VOA Loghomes 5	300.3 m <sup>2</sup>	Building only
9	VOA Loghomes 9	303.3 m <sup>2</sup>	Building only
10	VOA Loghomes 20A	303.3 m <sup>2</sup>	Building only
11	Igorot Garden (Chocolate-de-Batirol area)	5,500 m <sup>2</sup>	Land and Improvements

*Note: The measurement of the areas was validated by the JHMC-LAMD*

6. The engagement of independent appraiser is within the purview of “Consultancy Services” enumerated in Annex “B” of the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184 particularly falling under Section 6.6. **Other Technical Services or Special Studies** as follows:

X X X

“The **Special Studies** may include the following and other studies not covered under any of the services and studies described above:

X X X

h) Investigation involving detailed consideration of the operation, maintenance, and overhead expenses; and the preparation of rate schedules; earning and expense statements, feasibility studies, **appraisals**, evaluations, and material audits or inventories required for certification of force account construction performed by the agencies;

X X X

## **II. OBJECTIVES**

The procurement aims to engage the services of an independent body/ individual capable of providing appraisal services of various BCDA assets located in Camp John Hay, Baguio City.

## **III. PROPOSED BUDGET FOR THE CONTRACT**

The budget for the procurement of the Consulting Service as reflected in the revised CY 2018 Corporate Operating Budget is **Two Hundred Thousand Pesos (PhP200,000.00)**, inclusive of applicable taxes.

## **IV. TERMS OF ENGAGEMENT**

The engagement of the **CONSULTANT** shall commence in November 2018 and terminates within 30 days from the receipt of the Contract, subject to extension at the option of the **JHMC**.

It is understood that the Consultancy Services does not create employee-employee relation between the **CONSULTANT** and **JHMC**; and that the former is not entitled to any benefits enjoyed by the regular personnel of **JHMC**.

The **CONSULTANT** shall not assign the contract or sub-contract any portions of it without the consent of **JHMC**.

## **V. DUTIES AND RESPONSIBILITIES**

### **A. The CONSULTANT shall:**

1. Gather relevant data on the aforementioned properties;
2. Draft the Appraisal Report based on the data gathered subject to the approval by the **JHMC**;
3. Ensure the appropriate qualifications of the personnel assigned to conduct the appraisal process (e.g. appropriate licenses, permits, etc.);
4. Provide the transportation and accommodation cost of their members, if applicable; and
5. Ensure the submission of the final appraisal report within thirty (30) days after the receipt of the notice to proceed.

### **B. The JHMC shall:**

1. Designate a counterpart support team who will work closely with the **CONSULTANT** regarding the technical and administrative requirements of the activities;

2. Provide logistical requirements during the meetings, meeting venues, equipment (LCD projector, laptops, etc.), supplies, reproduction of materials, and meals and snacks, *if necessary*; and
3. Provide location guides during the activities.

## VI. REQUIREMENTS

1. The **CONSULTANT** shall submit to JHMC the following:
  - a. Profile highlighting related projects;
  - b. Scope of work and implementation methodology;
  - c. Mayor's/ Business Permit/ BIR Certificate of Registration, in lieu thereof;
  - d. PhilGEPs Registration Number;
  - e. Omnibus Sworn Statement; and/or
  - a. Professional License/ Curriculum Vitae.
2. All information reviewed and recorded by the **CONSULTANT** shall be treated in the strictest confidence at all times.
3. The **CONSULTANT** shall adhere to the agreed scope of services or deliverables approved by **JHMC**. Changes in the agreed arrangements shall likewise be with the prior consent of **JHMC**.
4. The **CONSULTANT** shall provide full appraisal report to JHMC/BCDA (containing the approved details provided in Section V (Duties and Responsibilities) of this TOR.

## VII. PAYMENT TERMS

The **CONSULTANT** shall be paid the amount of **Two Hundred Thousand Pesos (PhP 200,000.00)**, inclusive of applicable taxes. The total contract price shall be paid within ten (10) working days upon JHMC's acceptance of the final appraisal report submitted by the **CONSULTANT**.

## VIII. EXPECTED OUTPUTS

The **CONSULTANT** shall undertake the following services with the corresponding expected output:

Activity	Outputs
1. Pre- Assessment and Data Gathering	<ul style="list-style-type: none"> <li>• Initial Data</li> </ul>
2. Report Generation	<ul style="list-style-type: none"> <li>• Final Appraisal Report</li> </ul>

**IX. CONTRACT TERM**

The Contract shall remain in force and effect upon signing of the contract until the full delivery of the requirements and acceptance by the JHMC, subject to extension should the need be determined.

**X. MODE OF PROCUREMENT**

The mode of procurement for the consulting services shall be through Alternative Mode of Procurement- Small Value Procurement.