



**TERMS OF REFERENCE (TOR) FOR THE PROCUREMENT OF
CONSULTING SERVICES FOR THE APPRAISAL OF ONE (1) LOT OF
VARIOUS PAINTINGS AND ARTWORKS LOCATED IN METRO MANILA
AND TACLOBAN, LEYTE**

1. BACKGROUND

These Terms of Reference are for the procurement of professional services of reputable art experts who will provide appraisal services for the following artworks, paintings, other artistic items, and old furniture under the custody and supervision of PCGG:

- a. **UPVM Collection** - consists of **Five Hundred Twenty-Six (526)** pieces of Russian Lacquerwares, Yugoslavian Naifs, Old Italian Masters, Italian Mosaics, and Russian Icons, located at UP Vargas Museum (UPVM), University of the Philippines, Roxas Ave., Diliman, Quezon City.
- b. **“IRC Artworks”** - consists of **One Hundred Twenty-Three (123)** pieces of paintings, statues, jars, framed wood carvings, wood carvings, tapestries, lithographs, Lalique glass round table, piano, etc. turned over by Independent Realty Corporation (IRC) to the Republic of the Philippines/PCGG, located at PCGG, 21st Floor, 27 ADB Avenue, Pasig City.
- c. **TDFS Paintings** - consists of **Nine (9)** sequestered paintings from the defunct Tourist Duty Free Shops (TDFS) created by various artists, located at PCGG, 21st Floor, 27 ADB Avenue, Pasig City.
- d. **Sto. Niño Shrine (SNS) Collection** - consists of **One Hundred Fifty-Two (152)** pieces of Malang Paintings, Manalad Sketches, Station of the Cross, Russian Icons, and Italian Mosaics, located at Sto. Niño Shrine (SNS), Real Street, Tacloban City.

2. SCOPE OF WORK

Physical examination and create catalogue for the following Collections:

- 2.1 UPVM Collections - 526 pieces

- 2.2 IRC Artworks - 123 pieces
- 2.3 SNS Collection - 152 pieces
- 2.4 TDFS Paintings - 9 pieces

with the following information for items 2.1, 2.2, and 2.3:

- 2.3.1 Artist
- 2.3.2 Title/Description
- 2.3.3 Medium
- 2.3.4 Year/Date
- 2.3.5 Size
- 2.3.6 Fair Market Value
- 2.3.7 Condition Report
- 2.3.8 Digital Photo
- 2.3.9 Appraisal Report in Word File
- 2.3.10 Provenance and literature
- 2.3.11 Other pertinent information

For item 2.4 (TDFS paintings), provide the same set of above information, except provenance and literature.

- 2.5 Use of proper tools and instruments in the conduct of the required work.

3. Minimum Reference

The PCGG shall provide the latest inventory list of the UPVM Collections, IRC Artworks, TDFS paintings, and SNS Collection as reference for the project.

4. Consultant's Qualifications

- 4.1 Must be registered with the Philippine Government Electronic Procurement System (PhilGEPS).
- 4.2 Must be a reputable art expert.
- 4.3 Must be based in the Philippines.
- 4.4 Must have the proper tools, instruments and manpower to perform the scope of work.

5. TERMS OF PAYMENT

Payment for professional services rendered by the consultant shall be in accordance with the schedule that may be provided in the contract.

6. DURATION OF THE PROJECT

The project must be completed within the period stated in the contract.

7. PERFORMANCE SECURITY

The consultant shall provide a performance security to guarantee the faithful performance of its obligations under the contract equivalent to five percent (5%) of the total contract price (if cash or cashier's/manager's check), or thirty percent (30%) of the total contract price (if surety bond callable upon demand). The performance security shall be posted prior to the signing of the contract.

8. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is **Three Million Five Hundred Fifty-Seven Thousand Sixteen Pesos (Php 3,557,016.00)**, inclusive of 12% VAT, which shall be sourced from PCGG's Fund 151 for FY 2025.

9. DISCLAIMER

The TOR is not an offer to enter into a contract as it may not give rise to any contractual obligation implied or otherwise and contains no express or implied representations or warranties. The PCGG may, at its option, incorporate all or any part of all the consultant's proposal into the contract subject to the latter's concurrence.

PCGG shall not in any way be liable for any cost incurred by the consultant in preparing a response to this TOR or during subsequent discussions with the PCGG regarding their response.

PCGG is not obliged to proceed with the procurement described in this TOR or to negotiate with any consultant that has received this document. PCGG shall be entitled to use the information received as a response to this TOR and any additional information provided at its request in any way it determines in its sole discretion.

10. CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

The information that the consultant may obtain in the course of the engagement of its services is private and confidential and shall not be disclosed by the consultant to any third party. It is for the exclusive use by the PCGG and must be treated in strict confidentiality.

11. RIGHT TO REJECT

PCGG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract pursuant to Section 70 of the IRR of RA 12009 or the New Government Procurement Act.

PCGG BIDS & AWARDS COMMITTEE

Conforme:

Appraiser's Signature Over Printed Name

Date