

TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY (TIEZA)

TERMS OF REFERENCE

RELOCATION and TOPOGRAPHIC SURVEY FOR TIEZA'S 87.59 HECTARES MORE OR LESS MAOMAWAN PROPERTY

I. INTRODUCTION

The Tourism Infrastructure and Enterprise Zone Authority (TIEZA) is a Government Owned and Controlled Corporation created under Republic Act No. 9593 and an attached body corporate of the Department of Tourism (DOT).

TIEZA has forty – nine properties and there is a need for these untitled properties to identify established land boundaries for land registration and development. In addition, the Commission on Audit on its Audit Observation Memo AOM Calendar Year 2019 No. 24, page 103 states that “ Present condition of various TIEZA Properties as observed during ocular inspection necessitates legal action and rehabilitation to mitigate the risks of further encroachment and opportunity loss due to non-operation.

With the TIEZA Board-approved Public-Private Cooperation Program on Joint Venture (JV) and TIEZA's partnership with the Private –Public Partnership Center, the process of identifying and priming of non-operating properties for investment has commence for the utilization of these assets and revenue generation thru developments.

TIEZA's 87.59 hectares more or less Maomawan Property located at Barangays Sirao, Bonbon and Babag, Cebu City has been identified as one of the properties for investment.

Assets Management Sector commenced the recommendation of an Eco-Park covering an approximate 29 hectares, portions of which are being used as cut-flower farms. Terms of Reference was drafted in early 2017 for the Masterplan and Design of an Eco-Park.

The objective of the relocation and topographic survey is to determine the correct location of the property and their 3-D configurations and subsequently the 29 hectares area recommended for Eco-Park that will form part of the development plan of the property.

TIEZA's Maomawan Property has no TIEZA infrastructure. A government hospital and university was built as per MOA with Office of Cebu City Representative Abellanosa and the DPWH. In addition, there are infrastructures that are built by encroachers/ claimants and a public cemetery.

There were claims that TIEZA's lot in Maomawan is in the periphery of Central Cebu Protected Landscape (CCPL) while some claim that only portions are part of the CCPL area thus one of the objective of the relocation and topographic survey is to

determine the actual portions included in the CCPL and the small portion outside the CCPL by projecting the lots and overlaying it on the CCPL map.

A relocation survey is needed on lots which are for application for special patent since it was based on an erroneous cadastral survey conducted by DENR.

The TIEZA principal office is located at 6th & 7th Floor, Tower I, Double Dragon Plaza, Double Dragon Meridian Park, Macapagal Park, Macapagal Avenue corner EDSA Extension Bay Area, Pasay City 1302.

The TIEZA through its Bids and Awards Committee is inviting interested and qualified parties to bid for the provision of relocation and topographic survey to be referred as Surveying Services of the 87.59 hectares more or less Maomawan Property located at Barangays Sirao, Bonbon and Babag, Cebu City with an area of 87.59 hectares more or less and the lot is referred here as the Site.

Table 1. Subject Areas for Study

Acquired thru Deed of Assignment Lot Number		Area (square meter)
16109-part		126,919.01
16075		121,565
16077		16,517
16010 or 16110(subject to verification)		605
16095		31,461
16096		50,197
16103		55,857
16360-part;16107		205,564
TOTAL AREA Assigned		608,685.01
Acquired through Deed of Sale Lot Number		Area (square meter)
1. Cebu Bible Baptist Church- No. 16107-P & No. 16360-P 2. Inocencio Sabal - No. 16360-P (00213) 3. Roman Villacora- No. 16360-P (00217) 4. Avelino Lopez- No. 16107-P (002200)	1.	261,891
	2.	1,000
	3.	3,296
	4.	1.020
		Total Area = 267,207
		Area in square meters
Acquired through Deed of Assignment		608,685.01
Acquired through Deed of Sale		267,207

Total Area	875,892.01
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II. BIDDING ON THE PROCUREMENT OF SURVEY SERVICES

The scope of services to be performed during the period of consultancy is beyond the function of any TIEZA Employee.

The engagement of independent SURVEYING COMPANY 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 of Special Studies**, as follows:

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

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- a) Soils investigation;
- b) Studies, tests and process determination performed to establish design criteria for water facilities;
- c) Land surveys, establishment of boundaries and monuments, and related office computations and drafting;
- e) Parcellary surveys;
- f) Engineering surveys (for design and construction) and photogrammetry;

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Thus, for purposes of bidding in the procurement of relocation and topographic survey services for TIEZA's 87.59 hectares more or less Maomawan Property, the winning bid shall be determined by the Quality-Cost Based Evaluation Procedure.

In order, however to achieve proper and efficient procurement of requirements of relocation and topographic survey services for TIEZA's 87.59 hectares more or less Maomawan Property, the Bids and Awards Committee (BAC) shall also take into consideration, aside from the cost, other factors determining the winning bid, such as, but not limited to, contracts with other clients and quality of services rendered, scope of work and implementation methodology.

The minimum requirements prescribed in this Terms of Reference shall be used as basis in evaluation of the technical proposal of the bidder. Compliance of the bidder to said minimum requirements shall be determined using a "pass-fail system".

Correspondingly, the approved Budget for the Contract (ABC) would be the basis for the computation of the Bid Security.

III. CONTRACT DURATION

The Proposed Contract for relocation and topographic survey services for TIEZA's 87.59 hectares more or less Maomawan Property shall be for One Hundred Fifty (150) working day period from the issuance of the "Notice to Proceed."

Suspension of the One Hundred Fifty (150) working day period shall be considered in cases of necessity of clarification of ownership documents, area or location of the property or pending review, an authorization or resolution of a decision point from TIEZA.

Suspension of 150 working day based on aforementioned /similar grounds shall be reckoned from TIEZA's receipt of the letter/ written endorsement or request for clarification.

Fortuitous events will only be considered in the suspension of the One Hundred Fifty (150) working day period if the SURVEYING COMPANY can submit sufficient proof that such fortuitous event has prevented the SURVEYING COMPANY to continue conducting the relocation and topographic survey.

In cases of fortuitous events, a written request for suspension of the One Hundred Fifty (150) working day period shall be submitted by the SURVEYING AND ENGINEERING COMPANY to the Business Development Department Manager, and receipt of TIEZA shall be the reckoning point for the suspension of the One Hundred Fifty (150) working day period, in case the request has been approved in writing.

A notice from the Business Development Department (BUDD) shall be issued to the SURVEYING COMPANY on the resumption of running of the One Hundred Fifty (150) working day period.

IV. TECHNICAL REQUIREMENTS

1. The SURVEYING COMPANY shall submit the following to TIEZA:

- a) Profile highlighting related projects
- b) Certificate of Satisfactory Service from at least two (2) clients for the past three (3) years
- c) Scope of Work and Implementation Methodology
- d) Mayor's/ Business Permit
- e) BIR Certificate of Registration
- f) PhilGEP's Registration Number
- g) Omnibus Sworn Statement
- h) Professional License/ Curriculum Vitae of Key Personnel.

2. MANPOWER

The SURVEYING COMPANY shall ensure that the personnel to be assigned to TIEZA must have the following:

- At least three (3) years of related experience
- Possess the required professional licenses issued appropriate regulatory body
- He/She must be reliable, honest, courteous and professional.

3. EQUIPMENTS

The SURVEYING COMPANY shall ensure that the following equipment are provided for the relocation and topographic survey:

One (1) Electronic Total Stations, Four (4) Dual Frequency Survey Grade GPS Satellite Receivers with RTK Capability, One (1) Laptop Computer with Auto Disk 3D, Trimble Business Center, and SDRMap softwares, One (1) Wingtra Drone with 42MP Aerial Camera, One (1) Plotter Printer, Service Vehicle

V. SCOPE OF SERVICES

1. RELOCATION and TOPOGRAPHIC SURVEY Establishment of Geodetic Controls using GPS Satellite Receiver by Static Survey with reference to existing NMRIA PRS92 Survey Controls on Site.

- 1.1. Relocation of lot boundaries within the project site.
- 1.2. Topographic Survey of the site using GPS RTK Survey and Electronic Total Station(s) in areas where GPS is not suitable.
- 1.3. Ortho-photo Mapping (Aerial Topographic Survey of each site using WINGTRA Hybrid Drone with 42 mega pixel high resolution aerial camera with accurate PPK positioning system.
- 1.4. Data processing of GPS observation (Static and RTK data) using Trimble TBC processing and adjustment software. Other topo data using Electronic Total Station if any shall be process using SDRMap Surveying and Mapping Software while the overall plotting, DTM generation of plans using Civil-3D CAD, Surveying, Mapping and Engineering Software.
- 1.5. Preparation of survey report.

2. The SURVEYING COMPANY MUST SUBMIT THE FOLLOWING FINAL OUTPUT/ REPORT IN THREE (3) HARD COPIES, SIGNED AND/ OR AFFIXED WITH DRY SEAL, AND A DIGITIZED COPY SAVED IN A USB FLASH DRIVE. :

2.1. INCEPTION REPORT

- 2.1.1 Activities and Timeline for Project Preparation in Gant Chart Format
- 2.1.2. Personnel/Manpower on Board of the Project
- 2.1.3 Equipment for the conduct of the survey services
- 2.1.4 Documents to be collected from TIEZA

2.2 Relocation and Topographic Survey:

- 2.2.1 Established Geodetic Controls marked with standard survey control monuments.
- 2.2.2 Descriptions of the established GPS Stations and Bench Marks.
- 2.2.3 Detailed Ortho-photo/topographic Maps showing existing utilities and structures on site and contours at 1 meter interval.
- 2.2.4 Survey Report
- 2.2.5 Digital drawing files store in USB Flash Drive.

VI. DUTIES AND RESPONSIBILITIES OF SURVEYING COMPANY

1. The SURVEYING COMPANY shall:
 - a) Gather relevant data on the aforementioned properties
 - b) Used a Modern computerized system for the whole process conforming with the Geodetic Engineering Practice and Standard
 - c) Draft the Surveying Reports based on the data gathered, subject to the approval by the TIEZA
 - d) Ensure the appropriate qualifications of the personnel assigned to conduct the surveying and engineering process
 - e) Provide the transportation, accommodation, travelling requirements and other expenses in the conduct of the survey of their personnel
 - f) Ensure the timely submission of the Final Survey Report.
2. For the faithful compliance of the terms and conditions of this contract, the SURVEYING COMPANY shall be required to post a performance bond in favor of TIEZA in the equivalent amount and form according to a schedule provided in the bid documents.

VII. DUTIES AND RESPONSIBILITIES OF TIEZA

1. Designate a counterpart support team who will work closely with the SURVEYING COMPANY regarding the technical requirements of the activities and a point person who shall coordinate with the SURVEYING COMPANY on the administrative requirements.
2. Provide location guides during the activities to provide assistance to properly identify and locate the Project Site.
3. Furnish the SURVEYING COMPANY with the information concerning the TIEZA Properties including, among others, reference plans and data, and any other material information that may impact on the surveying services.

VIII. TERMS AND CONDITIONS OF THE CONTRACT

1. *Indemnity.* The SURVEYING COMPANY shall be responsible for losses and/or damages suffered by TIEZA, its officers, employees and guests, and their properties by reason of the willful, unlawful or negligent act or omission of the SURVEYING COMPANY or any of its personnel or representative.
2. *Solidary Liability of the SURVEYING COMPANY in case it is a Joint Venture.* In case the SURVEYING COMPANY as a supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to TIEZA.
3. *Liquidated Damages.* In the event that the SURVEYING COMPANY fails to satisfactorily perform the services stipulated in this Terms of Reference, inclusive of duly granted time extensions, if any, TIEZA shall, without prejudice to its other remedies under the Conditions of Contract and other applicable laws, deduct from

the Contract Price as liquidated damages the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance.

In the event that the total sum of liquidated damages for such delay or inability by the SURVEYING COMPANY to perform its obligations exceeds 10% of the Contract Price, TIEZA may rescind or terminate the resulting Contract upon giving the SURVEYING COMPANY written notice at least five calendar days prior to the intended date of termination, without prejudice to other courses of action and remedies open to it.

TIEZA needs not prove that it has incurred actual damages to be entitled to liquidate damages from the SURVEYING COMPANY, and the same shall not be by way of penalty. TIEZA reserves the right to deduct any and all of the liquidated damages from any money due or which may become due to the SURVEYING COMPANY under the resulting Contract and/or from the warranty security or other securities posted by the SURVEYING COMPANY, as TIEZA may deem convenient and expeditious under the prevailing circumstance.

4. *Hold Harmless.* The SURVEYING COMPANY agrees to hold TIEZA entirely free and harmless from any liability, cause or causes of action, or claims which may be filed by any or all of its personnel by reason of his/her/their employment under the resulting Contract, under the provisions of RA 602, otherwise known as the Minimum Wage Law, RA 4119, otherwise known as the Workmen's Compensation Act, and any other related law or laws which are already in effect, or which may hereafter be enacted, it being expressly agreed and understood that there is absolutely no privity between them and TIEZA, and that they are not employees of TIEZA, and the SURVEYING COMPANY shall indemnify and/or reimburse TIEZA should the latter pay in advance any said claim, including damages incurred in connection therewith.
5. *Confidentiality.* The SURVEYING COMPANY agrees that the services covered by the resulting Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the SURVEYING COMPANY may subject TIEZA to the compromise of its security, financial, material and operational loss, and therefore, the SURVEYING COMPANY hereby agrees as follows:
 - a) The SURVEYING COMPANY and any of its personnel shall not, during the term of this Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, firm or corporation, any information relating to TIEZA which the SURVEYING COMPANY or its personnel may have acquired or which came to its/their knowledge or possession during the performance of their obligations to TIEZA.
 - b) Only persons expressly authorized in writing by TIEZA shall be allowed by the SURVEYING COMPANY to have access to the documents/records in the custody of the SURVEYING COMPANY. For this purpose, TIEZA

shall inform the SURVEYING COMPANY in writing of the persons authorized to have access to said documents/records.

- c) The SURVEYING COMPANY shall prevent any unauthorized person from gaining access to the documents/records described in the preceding Item.
6. *Non-waiver of Rights.* The failure of TIEZA to insist upon the strict performance of any of the terms, conditions and covenants of the resulting Contract shall not be deemed a relinquishment or waiver of any right or remedy that TIEZA may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants of the resulting, which in turn shall continue to be in full force and effect. No waiver by TIEZA of any of its rights under this Terms of Reference and the resulting Contract shall be deemed to have been made unless expressed in writing and signed by it.
7. *Severability.* If any provision of the resulting Contract or of any of its attachments should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
8. *Binding Effect and Assignment of Rights.* The resulting Contract shall be binding upon the SURVEYING COMPANY, its partners, successors-in-interest, its legal representatives and assigns. Notwithstanding the foregoing, the SURVEYING COMPANY shall not in any manner assign or transfer its rights and obligations under the resulting Contract without the prior written consent of TIEZA.
9. *Contract Amendment.* Subject to applicable laws, the resulting Contract may be amended or modified in writing upon mutual agreement of TIEZA and the SURVEYING COMPANY.
10. *Application.* Should there be any conflict or inconsistency between the provisions, terms and conditions set forth in this Terms of Reference and those provided in the General and Special Conditions of the Contract, the former shall prevail.

IX. MODE OF PAYMENT

1. The SURVEYING COMPANY shall be paid by milestone and only after the services have been rendered, as follows:

Table 2. Milestone of Payment

MILESTONE	Condition for Processing of Payment	% of Contract Price	Due date
1.SUBMITTED Inception Report of the Surveying Services Company on the 87.59 hectares more or	Issuance of Certificate of Acceptance of the Inception Report by AMS as recommended by Business Development Department	10%	Five (5) Days from the Issuance of Notice to proceed

less Maomawan Property			
2.Submitted the Relocation Survey Output and Report (Stated in the Scope of Services)	Issuance of Certificate of Acceptance for the Relocation Survey Output and Reports by AMS as recommended by BUDD	45%	Within 150 days from receipt of Notice to Proceed
Submitted the Topographic Survey Output and Report (Stated in the Scope of Services)	Issuance of Certificate of Acceptance for the Topographic Survey Output and Reports by AMS as recommended by BUDD	45%	Within 150 days from receipt of Notice to Proceed

4. Payments will only be processed after TIEZA has accepted the submitted surveying outputs and reports through the issuance of a Certificate of Acceptance by the Assets Management Sector (AMS), upon the recommendation of the Business Development Department (BUDD).
5. Regardless if one or more activities has been accomplished under the scope of services, only upon the completion and acceptance of the Three (3) Survey Output and Reports, can a Certificate of Acceptance be issued for its corresponding milestone.
6. Only Three (3) Certificates of Acceptance shall be issued by the AMS to qualify for processing of payment as follows:

Table 3. Certificates of Acceptance per Milestone of Payment

CERTIFICATES OF ACCEPTANCE	
1	Acceptance of the Inception Report of the Survey Services
2	Acceptance of the Relocation Survey Output and Report
3	Acceptance of the Topographic Survey Output and Report

X. APPROVED BUDGET FOR THE CONTRACT

1. The Financial Proposal shall reflect the cost of the surveying services.
2. ABC for the project will be based on the approved estimated cost stated in the Purchase Request, as follows:

Table 4. Approved Budget Contract


SCOPE OF SERVICES	APPROVED BUDGET CONTRACT
1. Inception Report	1,124,746.90
2. Relocation and Topographic Survey	10,122,722.10
GRAND TOTAL	11,247,469.00

ELEVEN MILLION TWO HUNDRED FORTY SEVEN THOUSAND FOUR HUNDRED SIXTY
NINE PESOS ONLY

XI. BASIS FOR EVALUATION OF AWARD

Evaluation and award of contract shall be in accordance with the provisions of Republic Act No. 9184.

RECOMMENDING APPROVAL:


JETRO NICOLAS F. DOZADA
Assistant Chief Operating Officer
Assets Management Sector

APPROVED/DISAPPROVED


MARK T. LAPID
Chief Operating Officer

List of TABLES FOR THE TERMS OF REFERENCE

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