

Tourism Infrastructure & Enterprise Zone Authority

REQUEST FOR EXPRESSION OF INTEREST

REI/Project Identification No. 24-10-0011

CONSULTANCY SERVICES FOR THE GEODETIC AND LAND SURVEY FOR THE LOCATOR SITE FOR MT. SAMAT FLAGSHIP TOURISM ENTERPRISE ZONE

- The Tourism Infrastructure and Enterprise Zone Authority (TIEZA), through its Bids and Awards Committee (BAC), intends to apply the sum of *Two Million Five Hundred Thousand Pesos Only (Php 2,500,000.00)* being the Approved Budget for the Contract (ABC) for the CONSULTANCY SERVICES FOR THE GEODETIC AND LAND SURVEY FOR THE LOCATOR SITE FOR MT. SAMAT FLAGSHIP TOURISM ENTERPRISE ZONE Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
- The TIEZA now calls for the face to face submission of eligibility documents for the abovementioned consultancy services on October 30, 2024 @ 9:30 a.m.. Opening of Eligibility Documents shall be on November 07, 2024 at 10:00 a.m. likewise through face to face procedure. Application for eligibility will be evaluated based on a nondiscretionary "pass/fail" criterion.
- 3. Interested bidders may obtain further information from the TIEZA BAC Secretariat (**please** <u>see contact details below</u>) and inspect the Bidding Documents on our website and at the posting on the Philippine Government Electronic Procurement Service (PhilGEPS) website.
- 4. A complete set of bidding documents may be acquire by interested Bidders through the following modes:

ON-PREMISE:

The prospective bidders shall accomplish the issued Authority to Accept Payment (ATAP) form for payment at the Treasurer's Office.

The bidding documents will be issued to the prospective bidder upon settlement of the Order of Payment.

ONLINE:

The Authority to Accept Payment (ATAP) is available at TIEZA's website. Interested bidders can download the ATAP, completely fill out the form and send the scanned copy to the BAC Secretariat's email. An instruction to settle thru bank deposit will be given thereafter.





Bidders who will buy the bidding documents shall deposit the amount in either one of the following TIEZA bank accounts:

Account Name: TIEZA

Development Bank of the Philippines (DBP) Account #: 0405-018676-030 (Makati Branch)

Land Bank of the Philippines (LBP) Account #: 1782-1046-47 (Pasong Tamo Branch) The depositslip shall be kept and a scanned copy shall be sent to <u>tieza.bacsecretariat@gmail.com.</u>

Please note the payment for the documents is a non-refundable fee in the amount of **Five Thousand Pesos only (PhP 5,000.00)**. Please note further that purchase of the said documents are available on **October 30, 2024 – November 06, 2024** from **8:00 am to 5:00 pm**, except Fridays, Saturdays, Sundays and Holidays and on **November 07, 2024** from **8:00 to 9:00 a.m**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Eligibility Documents not later than the submission of their bids.

5. The BAC shall draw up the shortlist of consultants from those who have submitted the Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", and its Implementing Rules and Regulations (IRR). The shortlist shall not exceed three (3) prospective bidders who will be entitled to submit bids. Please refer to below criteria and rating system for shortlisting.

CRITERIA	RATING
Applicable experience of the consultant	50 points
Qualification of personnel	30 points
Current workload relative to capacity	20 points

An eligible consultant should pass the minimum score of 75 points to be included in the shortlisting.

- 6. Bidding will be conducted through an open competitive bidding procedures using nondiscretionary "pass/fail" criterion as specified in the IRR of RA 9184. Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
- 7. The Procuring Entity shall evaluate bids using the Quality Based Evaluation/Selection (QBE/QBES) procedure. The criteria and rating system shall be provided in the Instructions to Bidders.
- 8. The contract shall be completed in accordance with the Terms of Reference.
- 9. The TIEZA reserves the right to reject any and all bids, declare a failure of bidding, not to award the contract at any time prior to contract award in accordance with Section 41 of





RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

- For further information, please refer to: BAC Secretariat
 7th Floor, Tower 1 Double Dragon Plaza Double Dragon Meridian Park Macapagal Avenuecorner EDSA Extension Bay Area Pasay City (+632) 249-5986 loc. 713 or 714
- 11. You may visit the following websites: For downloading of Bidding Documents: https://notices.philgeps.gov.ph/tieza.gov.ph For inquiries/concerns: bacsecretariat@tieza.gov.ph For purchase of bidding documents: tieza.bacsecretariat@gmail.com

C. I. 6.4 TER Regulation ATTY: NIÑO RUPERTO F. AQUINO BAC Chairperson





Section II. Eligibility Documents

Notes on the Eligibility Documents

This Section provides the information necessary for prospective bidders to prepare responsive Eligibility Documents in accordance with the requirement of the Procuring Entity.

The provisions contained in this Section are to be used unchanged. Additional information or requirements specific to each procurement shall be specified in the EDS.

1. Eligibility Criteria

- 1.1. The following persons/entities shall be allowed to participate in the bidding for Consulting Services:
- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; or
- (e) Persons/entities forming themselves into a joint venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 1.2. When the types and fields of Consulting Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the **EDS**.
- 1.3. If the Request for Expression of Interest allows participation of foreign consultants, prospective foreign bidders may be eligible subject to the conditions stated in the **EDS**.
- 1.4. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

2. Eligibility Requirements

- 2.1. The following eligibility requirements, together with the Eligibility Documents Submission Form, shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 for purposes of determining eligibility of prospective bidders:
 - (a) Class "A" Documents –

LegalDocuments

(i) PhilGEPSCertificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 24.1 of the IRR, provided, that the winning Consultant shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;

Technical Documents

- (ii) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the <u>EDS</u>. The statement shall include, for each contract, the following:
 - (ii.1) the name and location of the contract;
 - (ii.2) date of award of the contract;
 - (ii.3) type and brief description of consulting services;
 - (ii.4) consultant's role (whether main consultant, subconsultant, or partner in a JV)
 - (ii.5) amount of contract;
 - (ii.6) contract duration; and

- (ii.7) certificate of satisfactory completion or equivalent document specified in the <u>EDS</u> issued by the client, in the case of a completed contract;
- (iii) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae.
- (b) Class "B" Document –

If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 24.1(b) of the IRR of RA 9184.

- 2.2. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.
- 2.3. Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subconsultants may only participate in the bid of one short listed consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.

3. Format and Signing of Eligibility Documents

3.1. Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.

- 3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 3.3. The Eligibility Documents Submission Form shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the eligibility documents.
- 3.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

4. Sealing and Marking of Eligibility Documents

- 4.1. Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL ELIGIBILITY DOCUMENTS". Each copy thereof shall be similarly sealed duly marking the envelopes as "COPY NO. _____ ELIGIBILITY DOCUMENTS". These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 4.2. The original and the number of copies of the eligibility documents as indicated in the **EDS**shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.
- 4.3. All envelopes shall:
 - (c) contain the name of the contract to be bid in capital letters;
 - (d) bear the name and address of the prospective bidder in capital letters;
 - (e) be addressed to the Procuring Entity's BAC specified in the **<u>EDS</u>**;
 - (f) bear the specific identification of this Project indicated in the **EDS**; and
 - (g) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of eligibility documents, in accordance with Clause 5.
- 4.4 Eligibility documents that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for the misplacement of

the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

5. Deadline for Submission of Eligibility Documents

Eligibility documents must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the Request for Expression of Interest and the **EDS**.

6. Late Submission of Eligibility Documents

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 0 shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of submission and opening of eligibility documents, the Bidder's name, its representative and the time the eligibility documents were submitted late.

7. Modification and Withdrawal of Eligibility Documents

- 7.1. The prospective bidder may modify its eligibility documents after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline specified in Clause 5. The prospective bidder shall not be allowed to retrieve its original eligibility documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as "ELIGIBILITY MODIFICATION" and stamped "received" by the BAC. Modifications received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened.
- 7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of eligibility documents.
- 7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the eligibility documents may also express its intention not to participate in the bidding through a letter which should and be

stamped by the BAC before the deadline for submission and receipt of eligibility documents.

8. Opening and Preliminary Examination of Eligibility Documents

8.1. The BAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the <u>EDS</u>. The prospective bidders' representatives who are present shall sign a register evidencing their attendance.

In case the submitted eligibility envelopes cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the said envelopes and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder.
- 8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:
 - (h) the name of the prospective bidder;
 - (i) whether there is a modification or substitution; and
 - (j) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.
- 8.4. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using non-discretionary "pass/fail" criterion, as stated in the Request for Expression of Interest, and shall be determined as either "eligible" or "ineligible." If a prospective bidder submits the specific eligibility document required, he shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirements, he shall be considered eligible to participate in

the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "eligible." If a prospective bidder is rated "failed" in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "ineligible." In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

9. Short Listing of Consultants

- 9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the **EDS** shall be considered for short listing.
- 9.2. The BAC shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the **EDS**.
- 9.3. Short listed consultants shall be invited to participate in the bidding for this project through a Notice of Eligibility and Short Listing issued by the BAC.

10. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Eligibility Data Sheet

Notes on the Eligibility Data Sheet

This Section is intended to assist the Procuring Entity in providing the specific information and requirements in relation to corresponding clauses in the Eligibility Documents, and has to be prepared for each specific procurement.

The Procuring Entity should specify in this Section the information and requirements specific to the circumstances of the Procuring Entity, the processing of the eligibility, and the rules that will apply in the determination and evaluation of eligibility.

In preparing this Section, the following aspects should be checked:

- (a) Information that specifies and complements provisions of the Eligibility Documents must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of the Eligibility Documents as necessitated by the circumstances of the specific procurement, must also be incorporated.

Eligibility Data Sheet

Eligibility Documents	
1.2	State the types and fields of Consulting Services that will be performed in relation to the Project and the appropriate GoP regulatory body, if any. CONSULTANCY SERVICES FOR THE GEODETIC AND LAND SURVEY FOR THE LOCATOR SITE FOR MT. SAMAT FLAGSHIP TOURISM ENTERPRISE ZONE
1.3	No further instructions.
2.1(a)(i)	The Bidder shall also submit the following "Class A" documents with the Valid PhilGEPS Certificate of Registration:
	1. Valid DTI Registration Certificate/SEC Registration, whichever is applicable;
	2. Valid Mayor's/Business Permit or its Equivalent Document;
	3. Valid Tax Clearance;
	4. Audited Financial Statement for the last two (2) consecutive years
2.1(a)(ii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within <i>five (5) years</i> prior to the deadline for the submission and receipt of eligibility documents.
2.1(a)(ii.7)	Certificate of Satisfactory Completion
4.2	Each prospective bidder shall submit one (1) original and two (2) copies of its eligibility documents.
4.3 (e)	State the Bids and Awards Committee of the Procuring Entity concerned with the Project.
	Bids and Awards Committee
	BAC Secretariat
	7th Floor, Tower 1 Double Dragon Plaza Double Dragon Meridian Park Macapagal Avenue corner Edsa Extension Bay Area Pasay City
4.3 (f)	State specific details concerning the identification of the Project
	REQUEST FOR EXPRESSION OF INTEREST REI/Project Identification No. 24-10-0011

	CONSULTANCY SERVICES FOR THE GEODETIC AND LAND SURVEY FOR THE LOCATOR SITE FOR MT. SAMAT FLAGSHIP TOURISM ENTERPRISE ZONE
5	The address for submission of eligibility documents is
	BAC Secretariat
	7th Floor, Tower 1 Double Dragon Plaza Double Dragon Meridian Park Macapagal Avenue corner Edsa Extension Bay Area Pasay City
	The deadline for the face to face submission of eligibility documents is
	November 07, 2024 @ 9:30 a.m
8.1	The place of opening of eligibility documents is
	BAC Secretariat
	7th Floor, Tower 1 Double Dragon Plaza Double Dragon Meridian Park Macapagal Avenue corner Edsa Extension Bay Area Pasay City
	The date and time of opening of eligibility documents is November 07 , 2024 at 10:00 a.m.
9.1	Conceptual Architectural Design Contracts
9.2	1. Set of Criteria
	Among others:
	1.1 Experience of the consultant -50%
	1.2 Qualification of personnel to be assign -30%
	1.3 Current work load in relations to capacity- 20%
	2. Rating System
	2.1 Shortlisted consultant must obtain a score of 75% or higher

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TERMS OF REFERENCE

CONSULTANCY SERVICES FOR THE GEODETIC AND LAND SURVEY FOR THE LOCATOR SITE FOR MT. SAMAT FLAGSHIP TOURISM ENTERPRISE ZONE

Mt. Samat Shrine of Valor, Pilar, Bataan

I. BACKGROUND

The Department of Tourism (DOT), in collaboration with the Tourism Infrastructure and Enterprise Zone Authority (TIEZA), has launched the Flagship Tourism Enterprise Zone (TEZ) Program in support of the National Tourism Development Plan (NTDP). The initiative focuses on enhancing the competitiveness of Philippine tourism and the development of key tourism products. Under the Tourism Act of 2009 (R.A. 9593), the program also seeks to actively promote strategically significant TEZs. Among these, the Mt. Samat TEZ has been recognized as the country's first historical tourism zone.

The Comprehensive Tourism Master Plan (CTMP) for the Mt. Samat Flagship TEZ was approved on October 25, 2017. As part of the CTMP, a 144-hectare enterprise zone has been designated for development, serving as a complement to the Shrine of Valor. This aligns with Republic Act No. 7668, which officially declared Mt. Samat a tourist destination and mandated the Department of Tourism and its associated agencies to prepare a tourism development plan, including the construction, installation, and maintenance of infrastructure and facilities.

The Locator Site within the Mt. Samat TEZ is designed to symbolize the vitality of life that the sacrifices during battles aimed to preserve. In addition to supporting the commemorative nature of the Shrine, the site is designed to foster economic sustainability through a mixed-use development model. This includes Agri-tourism, health and wellness tourism, eco-tourism, nature-based activities, and sports and adventure tourism. The 144-hectare zone is located on the western fringe of Mt. Samat National Park and is composed of approximately 60% forest coverage, primarily shrubs and bushes.

In connection with this, a geodetic survey of the development site, as outlined in the CTMP for the Locator Site, is necessary. The resulting survey data will serve as a foundation for the civil and structural development of the area, as well as for the issuance of a special patent for the land. TIEZA, through its Bids and Awards Committee (BAC), is inviting qualified parties to bid for the provision of geodetic survey services, utilizing appropriate valuation methodologies.

II. OBJECTIVES AND EXPECTED OUTPUT

1. *Survey of Property Boundaries:* To survey the existing property lines and establish the metes and bounds of the declared 144-hectare area, including the placement of concrete monuments ("mohon") at the corners of the established boundaries.

2. *Land Reclassification:* To reclassify the land use from Timberland to Alienable and Disposable Land through the necessary legislative processes in Congress.



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3. *Physical Identification of Boundaries and Encroachments:* To physically identify the metes and bounds of the designated area and assess any existing structures encroaching upon the space. This includes providing detailed information about the encroaching structures, such as the area encroached upon, the type of structure, and the identity of the owner.

4. *Certified Technical Description:* To generate a Certified Technical Description (CTD) of the area, as issued by the Department of Environment and Natural Resources (DENR).

5. *Comprehensive Survey Map Generation:* To create a comprehensive survey map, which will serve as a base map for multiple applications, including but not limited to: (a) Reclassification of the land; (b)Special patent applications; (c) Development of a land use map or zoning map; (d) Political boundary mapping; (e) As-built mapping; (f) Land use mapping for adjacent areas; and (g) Political boundary mapping for nearby Barangays, specifically Diwa and Liyang.

The scope of works of the services requested in the bidding include the following:

Site Area: Locator Site TEZ| 144 hectare Location: Mt. Samat, Brgy. Liyang, Pilar, Bataan

- 2.1 Relocation and Boundary Survey
 - 2.1.1 Pre-Ground Survey Activities
 - 2.1.1.1 *Coordination Meeting/s* TIEZA-Mt. Samat FTEZ and DENR will discuss the project schedule, proper coordination and communication, clarification of each party on the objectives and documents required and other matters related and necessary in the seamless implementation and timely completion of the project.
 - 2.1.1.2 **Research, Setting of Control Points and Reconnaissance** which may need coordination with other government agencies and private entities.
 - 2.1.1.3 **Project Management:** Creation of a Technical Working Group (TWG) There will be a creation of a Technical Working Group (TWG) from the all the concerned Government Agencies. The TWG shall be headed by a person who can provide clear direction and management including supervision in the development of the outputs required in the TOR including implementation of the project and will provide support to the Servicing Agency. The TWG shall include but are not limited to the following:

2.1.1.3.1 2.1.1.3.2	Bataan Provincial Assessor's Office Provincial Environment and Natural Resources Office			
2.1.1.3.3	PGB Municipal Engineer/ Planning and Development Officer			
2.1.1.3.4	Barangay Chairman/ Purok Leaders			
2.1.1.3.5 Project Engineer of TIEZA/ Technical Staff/s				
	Mt. Samat Flagship TEZ			
2.1.1.3.6	PNP Pilar/ MBDA			



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2.1.2 Conduct of Ground Survey

- 2.1.2.1 Plotting of boundary of 1,440,000 square meters based on the identified Locator Site at Barangay Liyang, Pilar, Bataan. (Please see attached *Annex A: sketch plan*);
- 2.1.2.2 Preparation of all plans and lot technical descriptions of the subject area;
- 2.1.2.3 Running a control traverse covering the entire survey area in accordance with the standards of the Revised Manual for Land Surveys in the Philippines (MLSP);
- 2.1.2.4 Establishment of Primary and Secondary Control Stations with the aid of Global Positioning System (GPS) and/ or Electronic Total Stations, and reflect all necessary data in the corresponding traverse computations;
- 2.1.2.5 Install monuments on all corners of the property in a standard manner as prescribed in the MLSP by DENR with specification as follows:

"Standard Monument – It shall be concrete and cylindrical in forms at least fifteen (15) centimeters in diameter by fifty (50) centimeters in length, set fifteen (15) centimeters above the ground and thirty five (35) centimeters below the ground."

The construction of the Lot Corner Monuments should follow the standard set by Section 89 of the MLSP.

- 2.1.3 Conduct of verification and/or consolidation of survey/s to determine the actual metes and bounds of the subject area based on the approved schematic/ survey plans;
- 2.1.4 Submission of the required survey returns together with the electronic data of the plans, of data computations, technical descriptions generated and other pertinent documents.
- 2.1.5 Post Ground Survey Engineering Works
 - 2.1.5.1 Compute and prepare complete and final Lot Data Computations
 - 2.1.5.2 Plot and print out Survey Plans
 - 2.1.5.3 Project and print lot projection
 - 2.1.5.4 Prepare all other documents required by PGB
- 2.1.6 Submission to DENR of Survey Returns and Securing Certificate of Technical Description; To request and secure DENR approved survey, originally signed.
- 2.1.7 Submission of Complete Documents
 - 2.1.7.1 Two (2) copies of the Complete Set Survey Returns (submitted and received by the DENR);
 - 2.1.7.2 Five (5) copies DENR's Certificate of Technical Description (originally signed);
 - 2.1.7.3 Four (4) Certified True Copy of the approved Survey Plans with complete set of the approved Lot Data Computation and Lot Description;



2.1.7.4 Two (2) hard copies of complete Project Documentation (if available, the original copy of all notices, authorization certificates, receipt of submission of requirements to private and government entities, letters, communications, minutes of the meetings, daily logs of activities and other documents related to the project, tagged and bounded) with complete Chronology of the Project;

2.1.7.5

Two (2) soft copies containing the Auto CAD file of the Survey Plan, Sketch Plan kmz file (Google Earth Projection) using WGS 84 and excel file of the final Lot Data Computation.

The above-mentioned scope of services to be performed during the period of consultancy is beyond the functions and expertise of any TIEZA employees. The hiring of an independent consultant for the said services is within the purview of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184, otherwise known as the Government Procurement Reform Act. General principles of the *"Consulting Services"* provided in the Annex B – Section 6.6 of the IRR indicate the following:

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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) Detailed mill, shop, and/or laboratory inspection of materials and equipment; (d) 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 the purposes of bidding in the procurement of *CONSULTANCY SERVICES FOR THE GEODETIC AND LAND SURVEY FOR THE LOCATOR SITE FOR MT. SAMAT FLAGSHIP TOURISM ENTERPRISE ZONE*, the winning bid shall be determined by the Quality Based Evaluation Procedure. The BAC shall 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 services rendered, scope of work and implementation methodology.

A two-stage procedure shall be adopted whereby each consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes.

ii) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with Section 33.2.2 of the IRR of RA 9184. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: Provided, however, that the Highest Rated Bid shall pass the minimum score indicated in the Bidding Documents.



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

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) shall be a total of Two Million Five Hundred Thousand Pesos (Php2, 500, 000.00) inclusive of VAT and all other applicable government taxes in accordance with the applicable provisions of the IRR of R.A. 9184.

Said ABC shall cover all the cost of the scope of works indicated in the survey services. The ABC for the project is based on the approved estimated cost stated in the Board Resolution No. R-08-10-19-C.

IV. SCOPE OF SERVICES

The Surveyor shall undertake the Project in accordance with the accepted industry standards and procedures.

The Surveyor shall coordinate with the Department of Environment and Natural Resources (DENR), TIEZA and other concerned offices indicated in the TWG members involved or responsible in implementation of the said project.

The Surveyor must visit the site prior to submitting his quotations to acquaint himself fully with the nature, type, scope of work and involvement therein. The rates quoted shall remain firm during the entire period of execution till completion of the work and any additional claim for lack of knowledge shall not be entertained

Clearance and cutting of trees as required to facilitate the survey work also form part of the contract. Necessary permission of concerned public bodies shall be secured by the owner. The Consultant shall ensure that a minimum amount of jungles are cleared and trees are properly cut under the direction of public bodies. The trees and jungles as cleared shall be stacked and handed over to the engineer-in charge/owner. No extra payment is admissible under this account.

The services to be rendered by the said Surveyor shall include but not limited to the following:

- a. Conduct geodetic survey of the specified lots and its immediate vicinity
 - Geo-tagging
 - Aerial photogrammetric survey
 - GPS survey
 - Boundary survey
 - Topographic survey



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- b. Prepare relocation and topographic plans
- c. Provide the TIEZA with hard copies and electronic files of the complete documents in Portable Document Format (PDF) and editable text format.
- d. Perform other services or reasonable tasks that relate to the foregoing deliverables, which the TIEZA or its authorized representative may direct.

V. DELIVERABLES

The Works shall be executed by the Consultant following the terms, conditions, and requirements as specified herein, at the same time taking into consideration the latest DPWH Design Guidelines, Criteria, and Standards, DENR Administrative Order 2007-29, and other pertinent Executive and Administrative Orders.

This shall govern the implementation of the project, which shall include:

- a, mobilization
- b. research
- c. reconnaissance,
- d. GPS control point establishment,
- e. aerial LiDAR survey and terrestrial LiDAR survey, (6) processing of survey data,
- f. joint inspection,
- g. quality control, and
- h. submission of deliverables.

The implementation of the aforementioned activities shall be in accordance to the acceptable land surveying standards and the technical provisions and specifications detailed in the Terms of Reference (TOR). It shall be conducted in collaboration with Client, Local Project Coordinator and Local Government Unit (LGU).

The Consultant will have the following deliverables:

- **1. Demarcation and delimitation survey.** Establishment of a permanent boundary monuments on the ground and delimit the boundary of forestlands and land development areas in accordance with existing survey standards and practices.
- **2. Geo-Tagging and Inventory.** All trees with diameter-at-breast-height of fifteen (15) centimeters and above shall be inventoried and tagged.
- **3. Geo-Tagging and Inventory of all trees below fifteen (15) centimeters** based on the procedures established by the DENR.
- **4. Geo-Tagging of Structures.** All *existing* structures within the Locator Site TEZ shall be inventoried and geo-tagged. The data gathered shall be verified with the existing data of the **DENR or DAR**.
- **5. Conduct of Terrestrial LiDAR Survey**: The conduct of terrestrial scanning as an option when aerial scanning cannot scan the trunk of the trees since aerial scanner is from the top and can scan only the canopies, roof of buildings and the ground points. The terrestrial survey shall be one of the alternative methods in determining information of the saplings.



6. Survey Operations and Submittal of Plans:

- a. The LiDAR survey and the preparation of data/maps shall be supervised by a duly licensed/registered engineer.
- b. All other survey requirements not expressly specified herein must conform to the provisions of the Manual for Land Surveys in the Philippines
- c. The consultant shall request in writing for a joint inspection composed of representatives from Mt. Samat FTEZ to verify the actual condition as regards to horizontal and vertical ground controls.
- d. The LiDAR survey and the preparation of data/maps shall be supervised by a duly licensed/registered engineer.
- e. All other survey requirements not expressly specified herein must conform to the provisions of the Manual for Land Surveys in the Philippines
- **7. Post-Data & Information Gathering.** The Consultant shall perform the following services after the field data and information gathering activities:

a. Organize and analyze all raw data and information with the end in view of producing all expected outputs/deliverables required under this TOR for submission to Mt. Samat FTEZ. All data gathered shall be in print and electronic copy using the prescribed pro-forma forms/templates.

8. Photo-documentation. Individual photographs of every tagged/marked tree shall be taken, focusing the tree code/tree tag and another photograph showing the full or almost-full appearance of every marked tree shall likewise be taken.

The Consultant shall submit to TIEZA-Mt. Samat FTEZ the following deliverables and outputs by the end of the contract period.

- 1. Terminal Report: It shall consist of the inventory method used, description of the area evaluated, discussion and/or analysis of data gathered from a forest management viewpoint, and recommendations, among others.
- 2. The following documentary reports shall be included in the Terminal Report:
 - a. Deliverables for Forest Cover Mapping
 - i. Survey Maps: It shall show the locations of the forested areas, tying points established, the exact locations of all geo-tagged trees and existing structures, among others.
 - ii. Original Tally Sheets and the electronic copy containing the records of all trees inventoried and/or marked/geo-tagged, including the information of live and dead trees.
 - iii. Photographs showing all trees marked and geo-tagged, the interior portion and the panoramic view of the inventoried area.
 - iv. All data gather stated in Section V. Deliverables, item 1-8.
 - v. The Terminal Report shall be submitted in three (3) sets (one original and 2 photocopies) including an electronic copy.
 - vi. Electronic Copy of the Computer-Aided Design (CAD) file. The CAD File shall be drawn to a scale of 1:1. The sketch Plan shall be on an appropriate scale.



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- b. Deliverables for Structures Mapping
 - i. High resolution geo-referenced orthophoto map (orthorectified)
 - ii. Digital Terrain Model (DTM)
 - iii. Digital Surface Model (DSM)
 - iv. Digital 3D Model that can be imported to GIS Software and ".dwg" file.
 - v. Point cloud data and 3D photo image (embedded on the point cloud) of the project area.
 - vi. Contour map/Topographic map for geo-hazard mapping.
 - vii. As-built map (Road network, electrical and water utilities, structures, houses, rivers and creeks, and other land features)
 - viii. List of GPS control stations and its coordinates and sketch map approved by DENR.

VI. QUALIFICATIONS OF CONSULTANCY/SERVICE PROVIDER AND KEY PERSONNEL

A. Consultancy Firm

The Surveyor shall be responsible in ensuring the timely completion of the Services, and shall have personnel complementation of adequate educational and technical background, and proven experience and capability in the field of geotechnical investigation. The Surveyor must possess the following minimum qualifications:

- 1. Duly registered with relevant Government Agencies (SEC, DTI, PCAB, etc.), and with Mayor's/Business Permit issued by the city or municipality where the principal place of business is located;
- 2. Must have a proven track record (i.e., undertaken similar engagements in the past with government agencies and/or private entities and should not have been included in the blacklist of GPPB and other regulatory bodies); and
- 3. At least five (5) years of experience in geodetic and land survey.

B. Manpower Requirements

The Project requires the services of the following minimum key personnel, with the corresponding functions and qualifications, such as but not limited to:

 Geodetic Engineer – A registered Geodetic Engineer with at least (10) years of experience in surveying.

The Geodetic Engineer shall prepare the topographic survey plans, providing accurate topographic surveys. He/she shall analyze survey reports, maps, drawings, blueprints and other topographical data.

2. Geotechnical Engineer – A registered Civil Engineer with a Master's degree in Geotechnical Engineering and with at least ten (10) years of relevant experience.



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The Surveyor shall provide adequate, qualified, and competent professional staff to perform the services required in the Contract. It shall provide **at least** two SURVEY (2) teams to undertake this Project, each **SURVEY Team** shall consist of the following personnel and their qualifications:

Personnel	Qualification	Number of Personnel
Team Leader/	Licensed Geodetic Engineer with relevant experience in LiDAR survey project; A member of	1
LiDAR Surveyor		
LiDAR Operator	With a certificate of training in	1
	LiDAR operation	
GPS Team Leader		1
/ Operator	GPS Team	
GPS Operator At least one (1) year experience in observation of		2
	GPS	
CAD Operator	At least one (1) year experience in processing of	1
	CAD data and mapping	
LiDAR data processo	r With a certificate of training in processing	1
	LiDAR data	



VII. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 1. The Surveyor shall:
 - a) Gather relevant data on the aforementioned site development area;
 - b) Submit reports and documents based on the deliverables;
 - c) Ensure the appropriate qualifications of the key personnel assigned to conduct the geodetic survey and geotechnical analysis;
 - d) Ensure timely completion of the project and submission of reports
- 2. For the faithful compliance of the terms and conditions of this contract, the Surveyor 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.

VIII. DUTIES AND RESPONSIBILITIES OF TIEZA

- 1. Designate a counterpart support team who will work closely with the Surveyor on the Geodetic Survey and Geotechnical Analysis regarding the technical requirements;
- 2. The Mt. Samat FTEZ shall coordinate with the Stakeholders details of the project and assure approval of the project details.
- 3. Furnish the Surveyor with data regarding the site development area and development plans, reference materials and any other material information that may be needed in the surveying services.

IX. TERMS AND CONDITIONS OF THE CONTRACT

- 1. *Indemnity.* The Surveyor shall be responsible for losses and/ or damages suffered by TIEZA and its Stakeholders and the property subject in this project by reason of the willful, unlawful or negligent act or omission of the Surveyor or any of its personnel or representative.
- 2. *Solidarity Liability* of the Surveyor *in case it is a Joint Venture*. In case the Surveyor is a joint venture company, all its partners shall be jointly and severally liable to TIEZA.
- 3. Liquidated Damages. In the event that the Surveyor fails to satisfactory perform the services stipulated in this Terms of Reference, inclusive of duly granted time extensions, if any, TIEZA shall without prejudice to is other remedies under the Conditions of Contract and other applicable laws deduct from the Contract Price as liquidated damages the applicable rate at one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay until actual delivery or performance and/ or completion.

In the event that the total sum of liquidated damages for such delay or inability by the Surveyor to perform its obligations exceeds 10% of the Contract Price, TIEZA may rescind or terminate the resulting Contract upon giving the Surveyor 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 liquidated damages from the Surveyor, 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 Surveyor under the resulting Contract and/or from the warranty security or other securities posted by the Surveyor, as TIEZA may deem convenient and expeditious under the prevailing circumstances.

- 4. *Hold Harmless.* The Surveyor 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 is personnel by reason 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. The Surveyor shall indemnify and/ or reimburse TIEZA should the latter pay in advance any said claim, including damages incurred in connection therewith.
- 5. *Confidentiality.* The Surveyor 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 its company may subject TIEZA to compromise of its security, financial, material and operational loss. Therefore, the Surveyor hereby agrees as follows:
 - a. The Surveyor Company and all of its personnel shall not, during the term of the resulting Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, firm or corporation, any information relating to TIEZA, which the Surveyor 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 and its Stakeholders, particularly the Philippine Veterans Affairs Office, shall be allowed by the Surveyor to have access to the development site and to the documents/ records related to the project. For this reason the Surveyor shall submit the official list of personnel who shall work for the project; and TIEZA shall give a response letter confirming their designation in the project and allowing them to have access to the project's documents and/ or records.
 - c. The Surveyor shall prevent any unauthorized person from gaining access to the documents/ records described in the preceding items.
- 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 of 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.







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- 7. *Severability*. If any provision of the resulting Contract or of any 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 Surveyor, its partners, successors-in-interest, its legal representatives and assigns. Notwithstanding the foregoing, the Surveyor shall not in any manger assign or transfer its rights and obligations under the resulting Contract without 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 Surveyor Company.
- 10. *Application*. Should there be any conflict or inconsistency between the provisions, terms and conditions set forth in this Term of Reference and those provided in the General Special Conditions of the Contract, the former shall prevail.

X. OWNERSHIP OF REPORTS AND DOCUMENTS

The plans, reports, drawings, documents and materials compiled or prepared in the course of the performance of the project are and shall remain the absolute properties of TIEZA and shall not be used by the Surveyor for purposes unrelated to this project without prior approval of the TIEZA.

XI. WARRANTIES

- 1. The Surveyor warrants that it shall conform strictly to the terms and conditions of this terms of reference, including abiding by best practices and respecting standards and guidelines of the government and of the international agencies, bodies, and organizations.
- 2. The Surveyor warrants, represents and undertakes reliability of the service and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of TIEZA. It shall employ well behaved and honest employees with IDs displayed conspicuously while working within the compound. The Surveyor shall ensure that its workers/employees will not loiter in other areas, or otherwise interfere, disturb, harass, or otherwise sell or offer any paid service to and with the tourists/guests within the vicinity of the Mt. Samat Shrine of Valor.
- 3. The Surveyor shall comply with the laws governing employees' compensation, PhilHealth, Social Security and labor standards or ordinances.
- 4. The Surveyor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.







- 5. The Surveyor shall coordinate with TIEZA or any of their authorized representatives in the performance of their jobs, so as to ensure that its tasks are performed excellently, promptly and safely.
- 6. The Surveyor shall be liable for any loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume sole and exclusive responsibility therefore, and TIEZA shall be specifically released from any responsibility arising therefrom.
- 7. The Surveyor shall not assign, transfer, pledge any part nor interest in this project. Subcontracting, however, may be allowed provided that the former shall retain responsibility for the full compliance of all applicable provisions of this TOR and with prior notice and approval by the TIEZA.
- 8. Other works not mentioned above but necessary to complete the works are considered included in the bid submission. It is the Surveyor's responsibility to anticipate and include other items missed-out shall specify them accordingly.

XII. PROJECT TIMELINE AND PAYMENT SCHEDULE

The studies and surveys, including the submission of the required reports and deliverables, must be completed within sixty (60) calendar days from the commencement of the services unless otherwise amended with the consent of TIEZA, or the issuance of the "Notice to Proceed."

The Contractor shall collect payment on progress billings based on the percentage of work accomplished, upon approval of submission of all the required documents, subject to necessary deduction like taxes and retention fee.

A retention fee of twenty percent (20%) of the contract price shall be withheld and shall be released only upon submission of the following documents:

- 1. Issuance of certificate of completion by TIEZA
- 2. Submission of final report
- 3. Acceptance of the project completion







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MILESTONES/ BASIS	CONDITION FOR PROCESSING OF PAYMENT	CONTRACT PRICES	DUE DATE
Inception Report; Mobilization of Equipment; Submission of Performance Bond	Issuance of Certificate of Acceptance of the Inception Report by the TEZ Sector Confirmation of Mobilization by Mt. Samat FTEZ	15%	Five (5) days from the Issuance of Notice to Proceed
Progress Billing: Accomplishment Report with Pictures; Billing; Attendance Sheets Certified by the Project Engineer; Execution of Survey; Installation of Boundary Monuments	Issuance of Certificate of Acceptance of the Accomplishment Report by the TEZ Sector – Mt. Samat FTEZ	30%	Twenty (30) days from the Issuance of Notice to Proceed
Progress Billing: Accomplishment Report with Pictures; Billing; Attendance Sheets Certified by the Project Engineer; Submission of complete survey returns and Approval or Survey plan at DENR Region-3	Issuance of Certificate of Acceptance of the Accomplishment Report by the TEZ Sector – Mt, Samat FTEZ	35%	Forty (40) days from the Issuance of Notice to Proceed
Claiming of Retention Fee: Final Report/ Completion Report; Submission of all Deliverables indicated in this Terms of Reference	Issuance of certificate of completion by TIEZA; Acceptance of Project Completion	20%	Sixty (60) days from the Issuance of Notice to Proceed

XIII.EVALUATION OF PROPOSAL

The project bids shall be evaluated using the Quality Based Evaluation Procedures as provided for in R.A. 9184.

The criteria for evaluation of the project bids shall be as follows:

- B. Technical Proposal First Procedure Rating
 - 25% | Plan of Approach and Methodology in delivering the services required within the project Duration
 - 25% | Experience and capability of the Surveyor: (a) Satisfactory Rating from Client, (b) Quality of Performance in similar Projects
 - 20% | Quality of personnel to be assigned to the project: Suitability of key staff to perform the duties of the project, their qualifications and competence
 - 30% | Workload relative to the submitted project cost and the capacity of the Surveyor Company







- C. Financial Proposal Second Procedure Rating
 - The Financial proposal shall contain a breakdown of all costs, including cost of supplies and equipment, necessary for the execution of the contract.

Prepared by:

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Recommending Approval:

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ATTY. KAREN MAE G. SARINAS-BAYDO ACOO, TEZ Management Sector

Approved by:

MARK T. LAPID Chief Operating Officer

Date:



