



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

TERMS OF REFERENCE

RELOCATION SURVEY FOR ALBURQUERQUE PROPERTIES IN BOHOL

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 sixty properties and is now aggressive in having its properties titled under its name. In order to facilitate the titling of its assets, an approved survey plan is a prerequisite in establishing the boundaries of each properties. 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".

The objective of the Relocation Survey is to determine the correct location including the accurate boundaries of each properties, and to provide solid proof of ownership over the assets for possible development and partnership with the private sector.

The survey will include facilitation of approval by the DENR on the survey conducted for the purpose of the titling of the property at the Registry of Deeds.

The TIEZA principal office is located at 6th and 7th floor, Tower 1, Double Dragon Plaza, Double Dragon Meridian 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 relocation survey services for Albuquerque properties in Bohol, specifically the following:

Table 1. Subject Areas for Relocation Survey

#	Lot Number	Area (sq. m.)	LOCATION
1	8020	12,842	Dangay, Albuquerque, Bohol
2	7999	4,624	
3	7998	4,234	
4	7997	4,338	
5	7996	2,607	
6	7995	2,796	



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

#	Lot Number	Area (sq. m.)	LOCATION
7	7994	7,581	Dangay, Alburquerque, Bohol
8	8022	6,342	
9	8021	4,572	
10	8024	945	
11	8023	2,485	
12	8025	11,257	
13	8226	4,843	

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:

Xxx

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

Xxx

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

XXX

Thus, for purposes of bidding in the procurement of relocation survey for Alburquerque properties in Bohol, 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 survey for Alburquerque properties in Bohol, The Bids and Awards



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

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 of 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 survey for Albuquerque Properties in Bohol shall be for One Hundred Twenty (120) working day period from the issuance of the "Survey Authority¹" from the DENR.

Suspension of the One Hundred Twenty (120) 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 One Hundred Twenty (120) 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 Twenty (120) 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 survey.

In cases of fortuitous events, a written request for suspension of the One Hundred Twenty (120) working day period shall be submitted by the SURVEYING COMPANY to the Business Development Department Manager, and receipt of TIEZA shall be the reckoning point for the suspension of the One Hundred Twenty (120) 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 Twenty (120) working day period.

¹ DENR Administrative Order No. 2007-29, Article 4 Sec. 15: Survey Authority (SA) - shall refer to the permit issued by the concerned DENR Official to a private Geodetic Engineer to conduct isolated survey over public lands for public land application purposes.



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

IV. CONSULTANT QUALIFICATION AND EXPERIENCE

All Consultants Should meet the minimum criteria to qualify as indicated in Table 2.

Table 2. Criteria of Key Personnel

KEY PERSONNEL	MINIMUM CRITERIA
Project Manager	<ul style="list-style-type: none">• Licensed Geodetic Engineer• Has at least 5 years of field work experience• Knowledgeable in using Autocad and Civil 3D, and• GIS platforms and Google Earth Engine GIS applications
Geodetic Engineer	<ul style="list-style-type: none">• Licensed Geodetic Engineer• With appropriate experience in running, developing, and maintaining GIS systems for integral data collection analysis• At least 3 years of experience in Geodetic Engineering and must be able to provide assistance to the Project Manager during the tender, planning, and implementation stage of a project
Surveyor	<ul style="list-style-type: none">• Has a strong sense of responsibility and knowledgeable in using Total Station, RTK, and Autocad
CAD Operator	<ul style="list-style-type: none">• Familiar with post processing of survey data from Total Station and RTK• Well versed in using Autocad and Civil 3D
Instrument Man	<ul style="list-style-type: none">• Can lead the survey party and direct the survey• Has great trouble shooting capacity and is able to use Total Station and RTK

V. SELECTION CRITERIA FOR SHORTLISTING

Prospective bidders shall follow the guidelines in the preparation of eligibility requirements as stipulated in Sections 24.1 and 24.2 of the Revised IRR of RA 9184.

Bidders shall be shortlisted based on the following:

- Experience and qualification of the Geodetic Engineer to be assigned in undertaking the Surveying Services; (40%)
- Experience and capability of the Surveying Company; (50%)
- Current workload relative to capacity. (10%)

Bidders must pass the hurdle rate of 70 out of 100 points to be considered shortlisted to participate in the procurement activity.

VI. EVALUATION OF PROPOSAL

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



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

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

- Financial proposal – 30%
- Technical proposal – 70%
 - 40% - Applicable experience of the Firms;
 - 30% - Qualifications of the Surveying Company and Key Personnel; and
 - 30% - Approach and methodology

VII. SCOPE OF SERVICES

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

- 1.1. Obtain a Certified True Copy of Cadastral Map
- 1.2. Preparation of Vicinity Map and Panoramic View
- 1.3. Relocation of lot boundaries within the project site.
- 1.4. Data processing of GPS observation (Static and RTK data) using Autodesk AutoCAD & Civil 3D generation of plans using Civil-3D CAD, Surveying, Mapping and Engineering Software.
- 1.5. Preparation of survey report.
- 1.6. Assist in the Approval of Survey Plan

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 Gantt 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 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. Survey plan and Report.
- 2.2.4. Digital drawing files store in USB Flash Drive.



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

2.3 COMPLIANCE TO DENR REQUIREMENTS AS SURVEYOR

- 2.3.1. Duly accomplished Letter-Request form from Geodetic Engineer on behalf of TIEZA for application of Survey Authority to DENR
- 2.3.2. Survey Authority form duly signed by the Geodetic Engineer

2.4 FINAL OUTPUT

- 2.4.1. Approved Survey Plan by the DENR with Technical Description
- 2.4.2. Vicinity Map
- 2.4.3. Panoramic View
- 2.4.4. Certified True copy of Cadastral Map
- 2.4.5. Photos of the property showing the markers/ monuments

VIII. 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.

IX. 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.





Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

X. 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 the 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 need 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, RA4119, 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.



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

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.



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

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.

XI. MODE OF PAYMENT

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

Table 3. Milestone of Payment

MILESTONE	Condition for Processing of Payment	% of Contract	Due Date
1. Submitted Inception Report of the Survey Services for Alburquerque Properties in Bohol	Issuance of Certificate of Acceptance of the Inception Report by AMS as recommended by Business Development Department	10%	Within 10 Days from the Issuance of Notice to Proceed
2. Submitted the required documents for the application of Survey Authority as stated in the Scope of Services, and duly signed by the Geodetic Engineer of the Consultant	<ul style="list-style-type: none"> Submission by the Consultants to TIEZA of the proof of transmittal of the Survey Authority application to DENR. Issuance of Certificate of Acceptance 	10%	Within 15 days from the issuance of the Certificate of Acceptance of the Inception Report
3. Submitted Approved Survey Authority for the conduct of the required survey as stated in the Scope of Services	Issuance of Certificate of Acceptance for the submitted Approved Survey Authority by AMS as recommended by BuDD	20%	Within 90 days from receipt of the proof of transmittal from DENR for the application for Survey Authority
4. Submitted the Approved Survey Plan and Reports as stated in the Scope of Services	Issuance of Certificate of Acceptance for the submitted Approved Survey Plan and Reports by AMS as recommended by BuDD	60%	Within 120 days from receipt of the Approved Survey Authority

2. In the event of non-issuance of the Survey Authority by the DENR within 90 days from the transmittal of the Survey Authority application TIEZA may terminate the entire contract without further cost on its part. A Notice of Termination will be issued to the Consultant upon notice to the BAC and the approval of the COO.





Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

3. 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).
4. Regardless if one or more activities has been accomplished under the scope of services, only upon the completion and acceptance of the Four (4) Survey Output and Reports, can a Certificate of Acceptance be issued for its corresponding milestone.
5. Only Four (4) Certificates of Acceptance shall be issued by TIEZA to qualify for processing of payment as follows:

Table 4. Certificates of Acceptance per Milestone of Payment

CERTIFICATES OF ACCEPTANCE	
1	Acceptance of the Inception Report of the Survey Services
2	Acceptance of the Submission by the Consultants to TIEZA of the proof of transmittal of the Survey Authority application to DENR
3	Acceptance of the submitted Approved Survey Authority
4	Acceptance of the submitted Approved Survey Plan and Reports

XII. 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 5. Approved Budget Contract


SCOPE OF SERVICES	
1.	Inception Report
2.	Submission by the Consultants to TIEZA of the proof of transmittal of the Survey Authority application to DENR
3.	Approved Survey Authority
4.	Approved Survey Plan and Reports
ABC = ₱ 300,000.00	

THREE HUNDRED THOUSAND PESOS ONLY

XIII. 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. LOZADA
Assistant Chief Operating Officer
Assets Management Sector

APPROVED/DISAPPROVED:


MARK T. LAPID
Chief Operating Officer





Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

List of TABLES FOR THE TERMS OF REFERENCE

Table 1. Subject Areas for Relocation Survey

Table 2. Criteria of Key Personnel

Table 3. Milestone of Payment

Table 4. Certificate of Acceptance

Table 5. Approved Budget Contract