

PHILIPPINE DEPOSIT INSURANCE CORPORATION

TERMS OF REFERENCE

ENGAGEMENT OF A SERVICE PROVIDER FOR THE RELOCATION SURVEY OF PROPERTIES OWNED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION (the "Corporation")

I. BACKGROUND

The PDIC has real properties acquired from banks and recorded in its books as investment properties. The Corporation aims to generate income either from leasing or selling these investment properties. To this end, it is necessary to determine the metes and bounds, and actual location of these investment properties.

II. OBJECTIVE

The objective is to conduct a relocation survey and relocate corners or re-set boundary lines of lot/s based on the technical description and area indicated in the Transfer Certificate of Title (TCT), and conduct a boundary and relocation survey for untitled property/ies for those covered only by tax declaration/s particularly for investment properties of the Corporation subject of this engagement.

III. SCOPE OF WORK AND SERVICES

The Service Provider (SP) shall undertake the following activities:

1. Pre-survey activities and field operation consisting of (a) data research of adjoining owner/s and old monuments inventory, and (b) reconnaissance;
2. Notification to the concerned Barangay Chairperson and lot owner/s affected by the survey prior to the conduct of the actual survey;
3. Verification of existence and exact location of property/ies based on technical description in the TCT/s or tax declaration/s;
4. Gathering neighborhood data including the following:
 - (a) Compliance to official zoning of the area in which the properties are located;
 - (b) Land development;
 - (c) Availability of utility and other public services – i.e. water, power, telephone, sanitation and transportation;
 - (d) Nature and condition of public roads leading to the properties, including alternate routes;
 - (e) Nuisance and or easement, if any;

- (f) Availability and accessibility of amenities – i.e. schools and public markets, hospitals and churches, commercial/business centers, and recreational facilities;
 - (g) Challenges and other difficulties, such as, but not limited to, security or peace and order situation, encountered in the conduct of relocation survey, if any;
 - (h) Occupants and claimants, if any; and
 - (i) Other relevant data or information material to the subject property/ies.
5. Whenever applicable, use or apply the following in the conduct of the relocation survey of lot/s, among others:
- 5.1. Reset the mark after recording the position of the mark that must be re-set when it is positively established that a boundary survey mark has not been set as originally intended, based on title and/or TD
 - 5.2. Record any encroachment caused by the differences between the positions of boundaries as determined in reinstatement/relocation survey and the original or earlier survey. This shall be stated in the narrative report which shall be included in the survey returns.
 - 5.3. Relocate corners, re-establish boundary lines and other necessary activities following the metes and bounds stated in the TCT/s or tax declaration/s, taking into consideration the adjoining natural and man-made features and as many as old corners as possible.
 - 5.4. Re-establish old monuments, when monuments appear to have been moved and record such observation in the field notes.
 - 5.5. Set permanent position of lot corners. In case no corner markers can be found on the ground, at least three (3) corner-markers of nearby approved survey may be used as reference provided a common point can be established pursuant to Section 128 of the Manual of Land Survey Procedures.
6. Preparation and submission in two (2) copies of the Sketch Plan to PDIC including Computer-Aided Design (CAD) File. The CAD File shall be drawn to a scale of 1:1. The Sketch Plan shall be in an appropriate scale that may be recommended by the SP.

The SP shall ensure a licensed geodetic engineer shall always accompany and supervise the team that will perform the required land surveying services; and provide technical expertise in accordance with the highest professional and industry standards to ensure the full and satisfactory accomplishment of the required services, and work in the best interest of PDIC.

This engagement shall cover one (1) Corporate property, the details of which shall be made available upon purchase of the Bid Form.

IV. QUALIFICATIONS OF THE SERVICE PROVIDER AND ITS KEY PERSONNEL

The SP can be a natural or juridical person. He/She/It must have at least three (3) years experience in providing land surveying services.

1.1 In case of a natural person:

1.1.1 He/She must be an active member of a PRC accredited association of Geodetic Engineers pursuant to RA 8560, as amended, and a holder of a valid PRC registration with PRC identification card, current professional tax receipt and tax identification number; and

1.1.2 He/She must be duly registered with the Department of Trade and Industry (DTI) and the Bureau of Internal Revenue (BIR).

1.2 In case of a juridical person:

1.2.1 It must have a Project Manager who is a regular employee and a geodetic engineer with valid license;

1.2.2 It must have sufficient number of personnel capable of accomplishing the land surveying services required in this TOR;

1.2.3 It must be duly registered with the Securities and Exchange Commission (SEC)/Cooperative Development Authority (CDA)/DTI and the BIR;

The Service Provider shall be automatically disqualified if any of its registered owner, partners, directors or personnel:

- (a) has a case, claim or interest against or adverse to or in conflict with the interest of PDIC; or
- (b) is acting as an advisor, in whatever capacity, to any person/entity of which PDIC has a pending case adverse to its interest; or
- (c) has a claim/s against the assets subject of the engagement.

V. DURATION OF WORK AND DELIVERABLES

The engagement shall be for a period of **twenty (20) calendar days** effective on the date of receipt from the Corporation of the following documents :

- 1. Notice to Proceed;
- 2. Letter of Authority from PDIC to survey the properties;
- 3. Letter to the City/Municipal Assessor and Treasurer where the properties are located; and
- 4. Copy of the TCT, Tax Declaration, lot and building plan, and/or layout whichever is available.

Reports/ Deliverables	Date of Submission
Work Plan and methodology as to how the objectives of the engagement shall be accomplished	Within 3 calendar days from receipt of the Notice to Proceed

Submission of the final survey report (covering 100% of the covered properties) .	Within 17 calendar days from the date of the commencement of the engagement indicated in the Notice to Proceed
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A work plan including the proposed methodology shall be submitted within the first **three (3) calendar days** from the effectivity of the engagement.

The final survey report shall be formally submitted to PDIC within the duration of the engagement

The final survey report shall be comprehensive and cover the results and/or accomplishments in the conduct of the relocation survey particularly covering the activities mentioned in Section III hereof, including pictures of the property/ies in JPG format. Moreover, the survey report shall also include a discussion on the methodology and assumptions used (if any) in the conduct of the relocation survey, as well as essential information that may have possible implications on PDIC's ownership of the property/ies.

Upon submission of the final survey report, PDIC shall have **two (2)** calendar days to review the report and formally communicate to the SP any comments, in turn the SP shall resubmit to PDIC the revised report within **three (3)** calendar days incorporating or addressing the comments of PDIC until such time that the final survey report is submitted to and accepted by PDIC.

VI. APPROVED BUDGET OF THE CONTRACT AND MANNER OF PAYMENT

The approved budget for this engagement is **SIX HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED PESOS (P673,400.00)** inclusive of all taxes and out-of-pocket expenses such as but not limited to transportation and/or travel expenses, board and lodging, representation expenses and other incidental expenses, if any.

Mode of Payment

The service fee shall be a lump sum fee, as may be adjusted pursuant to Section VI (Adjustment of Service Fee) of this TOR subject to PDIC's auditing and accounting requirements.

Adjustment of Service Fee

The Corporation may upon its sole discretion withdraw one (1) or more property/ies from the initial list of identified properties in Annex A hereof. The corresponding reduction in contract price shall be computed based on average cost per property computed using the formula below:

$$\frac{\text{Contract price}}{\text{No. of properties covered by Contract}}$$

Moreover, the Corporation may also upon its sole discretion substitute any withdrawn property by another property in which case the adjustment in contract price shall be based on the average cost per property determined using the same formula above.

However, in no case shall the adjustment/s exceed the number of properties and the total contract price indicated in the agreement.

On the other hand, In the event that PDIC is constrained to engage the services of other Service Provider/s to complete the relocation survey of remaining un-surveyed properties due to the failure of the Service Provider to perform its obligations under the Contract, the Service Provider's remuneration shall be adjusted downward by multiplying the number of un-surveyed properties by the average cost following the formula above. For the avoidance of doubt, the downward adjustment of the Service Provider's remuneration shall be in addition to, and not in lieu of, the forfeiture of the Performance Security.

VII. THE PROPOSAL

To facilitate the evaluation process, the Service Provider must submit a proposal which shall include, among others, the proposed fee structure and the proposed timetable to complete the project. Fees should be expressed in the Philippine currency, and will be presumed to have included all applicable Philippine taxes, fees and duties and out-of-pocket expenses to be incurred in the project.

VIII. EVALUATION OF PROPOSALS

PDIC shall review and approve the submitted proposals, and may also request the Service Provider to make a presentation. Service Providers are expected to make themselves available for said presentation at the date and time to be set by PDIC with at least three days notice.

PDIC shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference. Major considerations will include the appraisal firm's track record, capability/experience of the project team, and proposed fee structure among others.

PDIC shall then hold negotiations with the Service Provider deemed to have the most responsive proposal. The aim of the negotiation is to reach an agreement on all points of the engagement.

IX. PERFORMANCE SECURITY

1. The Service Provider shall, upon execution of Contract, post in favor of PDIC the required Performance Security in any of the following forms of security as determined solely by PDIC:

Form of Security	Minimum Amount in % of Total Contract Price
1. Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank	Five Percent (5%)
2. Irrevocable letter of credit issued by a Universal or Commercial Bank	
3. Surety bond callable upon demand issued by Government Service Insurance System (GSIS)	Thirty Percent (30%)
4. Any combination of the foregoing	Proportionate to share of form with respect to the total amount of security

2. The Performance Security shall be non-interest bearing, and shall be released to the Service Provider within twelve (12) working days upon PDIC's certification of the Service Provider's faithful and complete performance of its obligations. The Performance Security shall answer for any damage PDIC may suffer by reason of the Service Provider's default of any of its obligations under, and/or breach of the terms and conditions of the Contract.
3. The Performance Security shall be forfeited in favor of PDIC in the event that it is established that the Service Provider is in default or breach of its obligation under the Contract. A oversight committed by the Service Provider in the performance of its obligations shall be considered a breach of its obligations. Any changes made in the Contract shall not, in any way, annul release or affect the liability of the Service Provider and the surety. In the event that the Performance Security is insufficient, the service provider shall not be allowed to proceed until compliance thereof.

X. SURRENDER OF DOCUMENTS

Upon pre-termination or termination of the engagement, the Service Provider shall turnover to PDIC, without need of demand, all documents, working papers, schedules, database of data or information, and related materials that it had acquired in the performance of its engagement and/or as an incident thereof.

XI. MODE OF PROCUREMENT

The mode of procurement of the SP shall be in accordance with the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, as amended.

XII. RESERVATION

The PDIC reserves the right to cancel this engagement for any reason whatsoever at any time prior to receipt of Notice to Proceed.

XIII. CONFIDENTIALITY AGREEMENT

The Service Provider and each of its staff who shall be assigned to perform the activities under this engagement shall execute and sign a Non-Disclosure Agreement upon issuance of the Notice to Proceed. It is understood that any information obtained by the Service Provider in connection with this engagement is considered absolutely confidential and may not be used or disclosed by the Service Provider without the prior written consent of PDIC.

The Service Provider and each of its staff who shall be assigned to perform the activities under this engagement shall execute and sign a Non-Disclosure Agreement upon issuance of the Notice to Proceed. It is understood that any information obtained by the Service Provider in connection with this engagement is considered absolutely confidential and may not be used or disclosed by the Service Provider without the prior written consent of PDIC.

XIV. LIQUIDATED DAMAGES

The Service Provider shall be liable for payment of liquidated damages in case of breach of any provisions of the contract, including a mistake by the Service Provider in the performance of its obligations. The amount of liquidated damages shall be equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount, PDIC, at its option, may rescind the Contract, without prejudice to other courses of actions and remedies open to it, including the liquidated damages..

XV. LITIGATION EXPENSES

In the event that PDIC shall be compelled to seek judicial relief, it shall be entitled to attorney's fees equivalent to ten percent (10%) of the amount claimed in the judicial action, but in no event shall it be less than Twenty Five Thousand Pesos (P25,000.00), Philippine Currency, apart from the costs of litigation and other incidental expenses.

XVI. FREE AND HARMLESS PROVISION

The Service Provider hereby agrees to and will defend, protect, indemnify and hold harmless the CLIENT from and against all claims, losses, expenses (including reasonable attorney's fees and court costs), damages, demands, judgments, causes of action, suits and liability arising from tort, contract, or any other basis, including, but not limited to, claims for personal injury, death or property damage of any person, when the cause of the Claim is directly or indirectly attributable to the fault or negligence of the SERVICE PROVIDER or its employees arising out of or incident to, directly or indirectly, to this Contract or work being conducted by the Service Provider.

By affixing my signature below, I am confirming our compliance with the Terms of Reference. I further certify that such compliance is true and correct; otherwise, if found to be false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Further, we undertake, if our Quotation is accepted, to perform the services in accordance with the Terms of Reference.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign for and in behalf of: _____

Date: _____