



Republic of the Philippines
Department of Environment and Natural Resources
BIODIVERSITY MANAGEMENT BUREAU

Ninoy Aquino Parks and Wildlife Center

Quezon Avenue, Diliman, Quezon City

Tel. Nos.: (632) 924-6031 to 35 Fax: (632) 924-0109, (632) 920-4417

Website: <http://www.bmb.gov.ph> E-mail: bmb@bmb.gov.ph



BAC RESOLUTION AND RECOMMENDING APPROVAL
RESOLUTION NO. 2020-070

WHEREAS, the Biodiversity Management Bureau (BMB) posted a Request for Expression of Interest for the Procurement for the Services for the Boundary Demarcation of the Ninoy Aquino Parks and Wildlife Center in the Philippine Government Electronic Procurement System (Phil-GEPS), BMB Website and Bulletin Board;


WHEREAS, after three postings only one bidder (Thetan Computerized Mapping & Engineering Services) submitted their Letter of Intent and bid proposal;

WHEREAS, after a careful review and evaluation of the submitted documents and upon recommendation of the Technical Working Group (TWG), the BAC recommended to award the contract to THETAN COMPUTERIZED MAPPING & ENGINEERING SERVICES being the Single Rated and Responsive Bid;

NOW, THEREFORE, We, the members of the Bids and Awards Committee, hereby RESOLVED, as it is hereby RESOLVED:


1. To declare **THETAN COMPUTERIZED MAPPING & ENGINEERING SERVICES** as the Single Rated and Responsive Bidder for the abovementioned consultancy services with a contract amount of **P120,000.00**; and
2. To recommend for approval of the foregoing findings by the Director of the Biodiversity Management Bureau.

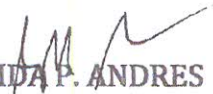
RESOLVED, this 9th day of October, 2020.



MELODY ANN L. MALANO
End-user


NANCY R. CORPUZ
Member, BAC



ATTY. THERESA M. TENAZAS
Member, BAC


MERIDEN E. MARANAN
Member, BAC


ARMIDA P. ANDRES
Vice-Chairperson, BAC


AMELITA D. ORTIZ
Chairperson, BAC

Approved/Disapproved:


RICARDO L. CALDERON, CESO III
OIC, Assistant Secretary for Climate Change and
Director, *in concurrent capacity*



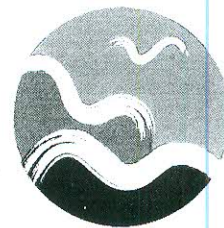


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NOTICE OF AWARD

Mr. Eduardo B. Sarmiento

General Manager

THETAN COMPUTERIZED MAPPING & ENGINEERING SERVICES

55 Road 2 Project 6, Quezon City

Dear **Mr. Sarmiento**:

This has reference to your letter of intent and bid proposal for the "Procurement for the Services of Boundary Demarcation of the Ninoy Aquino Parks and Wildlife Center" with a contract amount of P120,000.00.

We are pleased to inform you that you **THETAN COMPUTERIZED MAPPING & ENGINEERING SERVICES** was declared the Single Rated and Responsive Proposal.

In view thereof, you are hereby required to sign the Contract with BMB within ten (10) calendar days upon receipt of this Notice. You are also reminded to post a performance security in accordance with Section 39 of the 2016 Revised IRR of RA 9184.

Very truly yours,

RICARDO L. CALDERON, CESO III

OIC, Assistant Secretary for Climate Change and
Director, in concurrent capacity

Conforme:


EDUARDO B. SARMIENTO

Date : OCTOBER 28, 2020

CONTRACT
No. 2020-023

**Re: Procurement for the Services for the Boundary Demarcation of the Ninoy Aquino
Parks and Wildlife Center**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and executed this ____ day of **OCT 29 2020** 2020 in Quezon City by and between:

The **BIODIVERSITY MANAGEMENT BUREAU**, a Staff Bureau of the Department of Environment and Natural Resources (DENR), with principal office at Quezon Avenue, Diliman, Quezon City represented by its Director, **RICARDO L. CALDERON**, hereinafter referred to as the "FIRST PARTY";

- and -

THETAN COMPUTERIZED MAPPING & ENGINEERING SERVICES with business address at 55 Road 2 Project 6, Quezon City represented by its General Manager, **EDUARDO B. SARMIENTO**, Filipino of legal age and with the same office address and herein referred to as the "SECOND PARTY";

WITNESSETH:

WHEREAS, the FIRST PARTY intends to engage the services of a Geodetic Engineer for the Boundary Demarcation of the Ninoy Aquino Parks and Wildlife Center;

WHEREAS, the FIRST PARTY posted the requirement thrice in the Philippine Government Electronic Procurement System (Phil-GEPS), BMB Website and Bulletin Board;

WHEREAS, after the deadline set for the submission of bids, only the SECOND PARTY submitted a letter of expression of interest and bid proposal;

WHEREAS, after careful review of their submitted documents and upon evaluation by the Technical Working Group (TWG), the BAC recommended to award the contract to the SECOND PARTY being the Single Rated Responsive Proposal (*Please see attached BAC Resolution No. 20-070 dated 09 October 2020*);

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have hereunto agreed as follows:

ARTICLE I- SCOPE OF WORK

The SECOND PARTY shall be responsible for the following:

1. Secure the preliminary map based on the technical description (TD) provided in the Expanded National RA 11038 also known as Integrated Protected Areas System Act of 2018 from the Biodiversity Management Bureau (BMB);
2. Conduct meeting with the Regional Delineation and Demarcation Committee (RDDC) of DENR NCR together with representative(s) from the NAPWC Management Office to level-off on the actual demarcation activities;

3. Relocate on the ground the corner of NAPWC using the preliminary map mentioned in item 3.1. The Demarcation activity shall be consistent with the following a) BMB Technical Bulletin (TB) No. 2019-01 which clarifies the guidelines and procedures in the demarcation of boundaries of legislated protected areas under the NIPAS; b) DENR Administrative Order (DAO) No. 2007-29 or the Revised Regulations on Land Survey Procedures. Precise survey instruments shall be used in all surveys as prescribed by the Land Management Bureau (LMB);
4. Mark the corners with monuments in accordance with the prescribed design and specifications provided in BMB Technical Bulletin 2019-01;
5. Record all observations and information gathered during the field activities and shall be reflected in the Survey Returns, which shall form part of the Final Report Consistent with DMC 2010-13. The Survey Returns shall be submitted together with the following:
 - 5.1 References and Technical Documents
 - 5.2 Digital and hard copy of the NAPWC map printed in mylar drafting film

EXPECTED OUTPUT

Output No.	Report	Content	Deadline
1	Minutes of the Meeting	Agreements among the DENR-NCR RDDC, NAPWC Management Office and the Expert	Three (3) days after the conduct of the meeting
2	Progress Report	Relocation of corners on the ground using the preliminary map based on the TD provided in RA11038	One week after the initial field work/visit
3	Final Report	<ul style="list-style-type: none"> • Survey Returns • Establishments monuments • Relevant References and Technical Documents • Digital and hard copy of the NAPWC map printed in mylar drafting film 	Two weeks after the actual demarcation or establishment of monuments on corners

ARTICLE II- RESPONSIBILITIES OF BOTH PARTIES

RESPONSIBILITY OF THE FIRST PARTY:

1. To pay the SECOND PARTY the amount of ONE HUNDRED TWENTY THOUSAND PESOS (P120,000.00) based on the following manner:
 - Pay the amount equivalent to 15% of the total contract price upon acceptance of the contract;
 - Pay the amount equivalent to 35% of the total contract price upon submission of Progress Report;
 - Pay the amount equivalent to 50% of the total contract price upon submission and acceptance of Final Report

RESPONSIBILITY OF THE SECOND PARTY:

1. To undertake the job specified under ARTICLE 3 hereof and the attached Terms of Reference Marked as "Annex A".

ARTICLE III – EFFECTIVITY, LIQUIDATED DAMAGES, OTHERS

1. That the SECOND PARTY shall fulfill its obligations under this Contract according to the best accepted professional standards. The SECOND PARTY shall exercise all reasonable skill, care and diligence in the discharge of the duties agreed to be performed and shall always work in the best interest of the FIRST PARTY;
2. That any study, report or other material, graphic, software or otherwise, prepared by the SECOND PARTY for the FIRST PARTY under this Contract shall belong to the FIRST PARTY and shall not be used by the SECOND PARTY without prior written approval of the FIRST PARTY;
3. Except upon the prior written consent of the FIRST PARTY, the SECOND PARTY shall not, at any time, communicate to any person or entity any confidential data and information;
4. Any information disclosed publicly without the consent of the FIRST PARTY shall make the SECOND PARTY liable for any consequences;
5. That the SECOND PARTY agrees that, during the term of this Contract and after its termination, it shall limit its role under the Contract to the provision of services and hereby disqualifies itself and any other entity with which he is associated or affiliated, from the provision of goods, works or services (other than the services herein and any continuation thereof) for any project resulting from or closely related to the services;
6. Except with prior written approval of the FIRST PARTY, the SECOND PARTY shall not assign nor sub-contract any part of the services under this Contract to any other person or firm. The written approval by the FIRST PARTY to the assignment of any part of its services or to any engagement by the SECOND PARTY of sub-contractor/s to perform any part of the same shall not relieve the SECOND PARTY of any of its obligations under this Contract;
7. In case of failure or refusal on the part of either party to comply with any of its obligations under this Contract, the affected party may terminate the same upon Fifteen (15) days notice to the other party, without prejudice to the institution of appropriate court proceeding for the recovery of damages plus costs of litigation as may be proven by evidence;
8. If either party is temporarily unable by reason of force majeure to meet any of its obligations under this Contract, such party shall notify in writing the other party within Fifteen (15) days following the occurrence of such event. Such obligations of the party shall be suspended for as long as the liability continues. Neither party should be liable to the other party for loss or damages sustained by reason of force majeure or delays arising from such event;
9. No amendments, modifications or alterations to this Contract shall be valid or binding on either party unless mutually agreed upon by the parties, expressed in writing and executed with the same formality at this Contract;

10. Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such party's address specified above, or at such other address as either party may specify in writing;
11. This Contract shall have a duration of six (6) weeks to take effect upon receipt of the copy of the Notice to Proceed unless sooner rescinded or extended;
12. In case the SECOND PARTY refuses or fails to satisfactorily deliver/complete the services within the time specified herein. The FIRST PARTY shall deduct from the money due to the SECOND PARTY Liquidated Damages computed in accordance with the formula provided for under Republic Act 9184 and its IRR. The FIRST PARTY need not prove that it had suffered actual damages; and
13. Applicable provisions of the Civil Code on obligations and contracts are hereby adopted as part of the contract;

This Contract is subject to the provisions of R.A. 9184 and its 2016 Revised IRR.

IN WITNESS WHEREOF, the parties hereto have caused their respective signature to be hereto affixed the day and year first above written

For the FIRST PARTY:


For the SECOND PARTY:


RICARDO L. CALDERON, CESO III
OIC, Assistant Secretary for Climate Change and
Director, *in concurrent capacity*


EDUARDO B. SARMIENTO
General Manager

WITNESSED BY:


MELODY ANN L. MALANO
OIC, NAPWC


GRACE ANGELA SARMIENTO
HR / FINANCE OFFICER
TETAN COMPUTERED MAPPING / ENGINEERING SERVICES

FUNDS AVAILABLE:


IZEL D. IBAROLA
Accountant II

02-10101- 2020-10-1746- 310 20110000 1000- 50211000 1



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TERMS OF REFERENCE

PROCUREMENT OF SERVICES FOR THE BOUNDARY DEMARCATION OF THE NINOY AQUINO PARKS AND WILDLIFE CENTER

Type of Contract: Individual Service Contract

1. Background and Rationale

The Ninoy Aquino Parks and Wildlife Center (NAPWC) is one of the legislated protected areas in the country pursuant to RA 7586 or the National Integrated Protected Areas System (NIPAS) Act of 1992, as amended by RA 11038 or the Expanded NIPAS Act of 2018. With its legislation, NAPWC is now a classified National Park, which is defined as *lands of the public domain classified as such in the Constitution which include all areas under the NIPAS primarily designated for the conservation of native plants and animals, their associated habitats and cultural diversity.*

The above-mentioned Law and its Implementing Rules and Regulations provide that upon enactment of the law establishing the NAPWC, its boundaries shall be demarcated on the ground with concrete monuments, or other prominent physical landmarks or features. While there is already a perimeter fence surrounding at least 90 per cent of NAPWC, there is still a need to install the monuments to ensure its integrity from threats, deter other illegal activities and facilitate enforcement

2. Objectives

The objective of the procurement of services is to demarcate the boundaries of NAPWC which shall involve the actual relocation of corners and installation of concrete monuments.

3. Scope of Work

- 3.1. Secure the preliminary map based on the technical description (TD) provided in RA 11038 from the Biodiversity Management Bureau (BMB).
- 3.2. Conduct meeting with the Regional Delineation and Demarcation Committee (RDDC) of DENR NCR together with representative(s) from the



- 3.3. Relocate on the ground the corners of NAPWC using the preliminary map mentioned in item 3.1. The demarcation activity shall be consistent with the following: a) BMB Technical Bulletin (TB) No. 2019-01 which clarifies the guidelines and procedures in the demarcation of boundaries of legislated protected areas under the NIPAS; b) DENR Administrative Order (DAO) No. 2007-29 or the Revised Regulations on Land Surveys; and c) DENR Memorandum Circular (DMC) No. 2010-13 or the Manual on Land Survey Procedures. Precise survey instruments shall be used in all surveys as prescribed by the Land Management Bureau (LMB).
- 3.4. Mark the corners with monuments in accordance with the prescribed design and specification provided in BMB TB 2019-01.
- 3.5. Record all observations and information gathered during the field activities and shall be reflected in the Survey Returns which shall form part of the Final Report. Consistent with DMC 2010-13, the Survey Returns shall be submitted together with the following:
 - 3.5.1. References and Technical Documents, and
 - 3.5.2. Digital and hard copy of the NAPWC map printed in mylar drafting film.
- 3.6. Provide the Final Report and all attachments.

4. Expected Outputs

Output No.	Report	Content	Deadline
1	Minutes of the Meeting	Agreements among the DENR-NCR RDDC, NAPWC Management Office and the Expert	Three days after the conduct of the meeting
2	Progress Report	Relocation of corners <i>on the ground</i> using the preliminary map based on the TD provided in RA 11038	One week after the initial field work/visit.
3	Final Report	<ul style="list-style-type: none"> • Survey Returns • Establishment of monuments • Relevant References and Technical Documents • Digital and hard copy of the NAPWC map printed in mylar drafting film 	Two weeks after the actual demarcation or establishment of monuments on corners.

5. Qualifications and Expertise

- a) Licensed Geodetic Engineer with at least five (5) years working experience with the government and/or private organizations on land surveys.
- b) Expertise and capacity to use precise survey instruments as prescribed by the LMB.
- c) Ability to implement the demarcation of boundary as prescribed by the following policies and guidelines: a) BMB TB No. 2019-01 on the Guidelines and Procedures in the Demarcation of Boundaries of Legislated Protected Areas under the NIPAS; b) DAO No. 2007-29 or the Revised Regulations on Land Surveys; and c) DMC No. 2010-13 or the Manual on Land Survey Procedures.

6. Contract Price

A total amount of **One Hundred Twenty Thousand Pesos (PhP 120,000.00)** shall be paid to the Expert.

7. Terms of Payment

1 st Tranche – Acceptance of Contract	15%
2 nd Tranche – Progress Report	35%
3 rd Tranche – Final Report	50%

8. Schedule of Activities

Activity	W1	W2	W3	W4	W5	W6	Remarks
Secure the preliminary map from the BMB							
Meeting with the RDDC of DENR NCR together with representative(s) from the NAPWC Management Office							To level-off on the actual demarcation activities
Relocation of corners <i>on the ground</i> using the preliminary map and submission of Progress Report							
Actual demarcation of boundary, or establishment of monuments on corners. Report writing.							
Submission of Final Report							

9. Duration

Upon signing of the contract, the boundary demarcation of NAPWC until the submission of the Final Report will be undertaken over a period of 6 weeks.

10. Management and Reporting Arrangement

The Expert shall be contracted by the Biodiversity Management Bureau. Hence, all information gathered from the field and all documents produced resulting from the contract shall be turned-over and shall be the property of the Bureau.

Delivery of expected outputs will be managed by the Bureau through the NAPWC.

11. Application Procedure

Interested contractors/service providers must submit a letter of intent not later than _____ to the address specified below:

The Chairperson, Bids and Awards Committee

Biodiversity Management Bureau

Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City

Approved by:


RICARDO L. CALDERON, CESO III

The OIC, Assistant Secretary for Climate Change and
Concurrent Director, Biodiversity Management Bureau



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NOTICE TO PROCEED

Mr. Eduardo B. Sarmiento

General Manager

THETAN COMPUTERIZED MAPPING & ENGINEERING SERVICES

55 Road 2 Project 6, Quezon City

Dear **Mr. Sarmiento**:

After careful deliberation and evaluation, the contract for the "**Procurement for the Services for Boundary Demarcation of the Ninoy Aquino Parks and Wildlife Center**" with an Approved Budget for the Contract of **P120,000.00** has been approved both parties.

This Notice is being issued for the purpose of informing you that work may commence effective upon the receipt of this document.

In view thereof, you are responsible for performing the services stated under the Terms and Conditions of the Contract and in accordance with the implementation schedule.

Kindly acknowledge receipt and acceptance of this notice by signing both copies on the space provided below. Keep one copy and return the other to the Biodiversity Management Bureau.

Very truly yours,


RICARDO L. CALDERON, CESO III

OIC, Assistant Secretary for Climate Change and
Director, *in concurrent capacity*

Received by:


PRINT NAME AND SIGNATURE



Date: NOVEMBER 9, 2020



United Nations Decade on Biodiversity