

TERMS OF REFERENCE

CONSULTING SERVICES FOR THE PRODUCTION OF THE BCDA 2020 ANNUAL REPORT

Section 1. GENERAL BACKGROUND

A. RATIONALE

The Public Affairs Department is continuously embarking on the development and production of corporate publications and materials such as the BCDA Annual Report as part of its information dissemination campaign on its various programs and projects.

The BCDA Annual Report is a major communication tool of the Bases Conversion and Development Authority (BCDA) in informing the public about the authority's critical role in the Armed Forces of the Philippines (AFP) Modernization Program, as stipulated in its mandate—Republic Act No. 7227 or the Bases Conversion and Development Act of 1992.

The publication of the Annual Report is consistent with the government policy on transparency and integrity as it details and features BCDA's accomplishments for the year, pursuant to its mandates.

The publication is also in compliance with the requirement of RA 7227, Section 10 (e) to "submit an annual report of the Conversion Authority to the President of the Philippines, President of the Senate, and Speaker of the House of Representatives."

The BCDA Annual Report highlights BCDA's achievements in the transformation of Metro Manila baselands into world-class business districts, the conversion of military reservations into alternative productive civilian use, and the overall development of Central Luzon and the country in general.

Moreso, the report is an important channel to communicate the accomplishments as well the progress of BCDA's big-ticket projects which are included in President Rodrigo Roa Duterte's infrastructure program dubbed "Build Build Build", to wit: (1) New Clark City (2) Clark International Airport Expansion Project (3) Subic-Clark Railway Project, and the (4) Luzon Bypass Infrastructure Project.

In addition, the report also serves as a tool to inform the public about the authority's policies on good governance which include integrity management, whistleblowing policy, code of conduct, among others, in compliance with the Governance Commission for Government Owned-and-Controlled Corporations' (GCG) requirements.

BCDA's accomplishments and plans are highlighted in the sections on Financial Report, Corporate Governance, AFP Modernization Program/Asset Disposition Program, Infrastructure Development, Special Economic Zones, and Corporate Social Responsibility (CSR).

B. OBJECTIVES:

The publication of the BCDA 2020 Annual Report aims to achieve the following:

1. To showcase BCDA's accomplishments and its outstanding collaborations in 2020 as prescribed by its charter, Republic Act 7227 (Bases Conversion and Development Act of 1992) and in compliance with the requirements of the Governance Commission on GOCCs (GCG);
2. To promote better awareness among BCDA's stakeholders on its critical role in the AFP Modernization program;
3. To disseminate accurate information on BCDA's stewardship of the country's resources in line with state policy on transparency and accountability and to update the stakeholders on the progress of and accomplishments in the implementation of BCDA's big ticket projects under the Build Build Build Infrastructure Program of the Duterte Administration;
4. To raise awareness on and appreciation for BCDA-administered economic zones and new Metro Manila economic districts, thereby establishing the Philippines as a prime destination for tourism and business; and,
5. To promote BCDA as a state-run firm which upholds the values of transparency, integrity and good governance in its programs and projects.

Recognizing these objectives, BCDA is procuring the Creative Consulting Services for the Production of the BCDA 2020 Annual Report which entails the following: research, copywriting & editing, photography and printing of the said publication.

C. PROCUREMENT TERMS

The Bases Conversion and Development Authority (BCDA) is inviting all interested corporate communication, marketing, advertising or other communication firms (DESIGN STUDIOS OR AGENCIES WITH GRAPHIC DESIGN/ADVERTISING AS ITS MAIN BUSINESS) which have been in operations for at least three (3) years and with experience in the concept development and design, copywriting, layout, photography, and printing of premium collateral materials to submit their bid based on the following specifications:

1. BUDGET: PESOS: ONE MILLION EIGHT HUNDRED THOUSAND (Php1,800,000.00) inclusive of any and all applicable taxes, fees and incidental expenses.

2. SCOPE OF WORK:

The consultant shall be in charge of the production of the BCDA 2020 Annual Report with the following specifications:

2.1. Concept/theme development and design for the BCDA 2020 Annual Report;

2.2. Editorial services (editorial management, research, copywriting, copyediting, and proofreading); Create an editorial team composed of four (4) writers (including the managing editor/senior writer)

2.3. Photography services:

2.3.1. Photography of situation/activity shots in digital format with resolution suitable for premium print projects and large format/billboard display. Inclusive of materials, supervision fee and art/photo direction.

- a. Services shall also include aerial shots using a drone;
- b. Total of three (3) shooting days;
- c. The Consultant shall identify the number of photography set-ups based on the proposed concept. The following shall be taken into consideration:

Location set-ups in:

- New Clark City
- Clark Freeport and Special Economic Zone
- Clark International Airport
- Other suggested pegs by the Consultant as required by the approved concept

2.3.2. Expenses related to land transportation, shoot expenses (e.g. clearance fees, etc.) and meals of the crew, BCDA staff, and subsidiary representatives are included in the budget.

2.4. Color proofing and printing services

2.4.1. Prepare print specifications and corresponding budget based on concept/design for the one thousand (1,000) copies of the annual report and the ten (10) advance copies of the annual report for submission to the Senate Finance Committee and the Office of the President.

Other general specifications are as follows:

Annual Report

Size	:	Cover: Folded 8" x 10" Spread: 16" x 10" (1/4" spine) Or as proposed and approved by BCDA
No of Pages	:	100 pages inclusive of cover Cover: 4 pages Inside: 96 pages
Color	:	Full/Full
Binding	:	Perfect Binding
Process	:	Offset
Paper Stock	:	Bevania or better, subject to approval of BCDA
Inside Page	:	Special Paper (Neenah White 90-100gsm or Creambook #80 or better, subject to approval of BCDA)

Quantity : 1,000 pieces
Others : With matte lamination 1s
With spot lamination 3D 1s
With die cut for USB flash drive insert or as needed
based on the concept

Envelope

Size : To fit
Paper : Bk#120 **or better, subject to approval of BCDA**
Paper Color : Off White
Color : Full Color
Process : Offset
Finish : With die cut, scoring, and pasting
Quantity : 1,000 pieces

General Specifications of initial ten (10) copies for submission to the Senate Finance Committee and the Office of the President are as follows:

Size : Cover: Folded 8" x 10"
Spread: 16" x 10" (1/4" spine)
Or as proposed and approved by BCDA
No of Pages : 100 pages inclusive of cover
Cover: 4 pages
Inside: 96 pages
Color : Full/Full
Binding : Perfect Binding
Process : Digital Printing
Paper Stock : Bevania **or better, subject to approval of BCDA**
Inside Page : Special Paper (Neenah White 90-100gsm
or Creambook #80 **or better, subject to approval
of BCDA**)
Quantity : 10 pieces
Others : With matte lamination 1s
With spot lamination 3D 1s
With die cut for USB flash drive insert or as needed
based on the concept

2.4.2. Provide color proofing of the Annual Report, for approval of the BCDA and perform basic color proofing services, computer-to-plate (CTP) services and computer work services.

2.4.3. Computer works such as:

- a. Cover composition and manipulation of all pages of the Annual Report; and,
- b. Design, layout and manipulation of all pages of the Annual Report

This shall include the following works:

- i. High resolution scanning of photos and visuals; and
- ii. Basic construction and editing of maps and other visuals including infographics

2.4.4. Utilize existing stock photos to be provided by BCDA as materials for the design layout of the Annual Report, as needed;

2.4.5. Manage the production of the Annual Report including printing supervision and coordination with BCDA;

2.4.6. Produce premium quality, full-color Annual Report based on agreed technical specifications and standards acceptable to BCDA;

2.4.7. Turn over all other BCDA raw materials (photos, videos, writings and/or documents) to BCDA;

2.4.8. Turn over to BCDA all electronic files of the photos taken during the photoshoot;

2.4.9. Turn over to BCDA the final artworks in Adobe InDesign and PDF formats (optimized and high resolution) including Adobe Illustrator and JPG formats of infographics, maps, etc.; and,

2.4.10. Packaging and entry of the BCDA 2020 Annual Report in two (2) competitions/award giving bodies (e.g. Anvil Awards, Quill Awards, Stevies, etc.), specifically in one (1) local and one (1) international competition.

3. DELIVERABLES

3.1. Concept design/theme and copy for the BCDA 2020 Annual Report;

3.2. Delivery of 10 copies of digitally printed report for initial submission to the Senate Finance Committee and the Office of the President in June 2021;

3.3. Delivery of one thousand (1,000) copies of the BCDA 2020 Annual Report (including envelopes) based on agreed schedule;

3.3. Turn over electronic files of photos taken during the photo shoot—all saved in a USB 3.0 high capacity storage drive (e.g. flash drive or portable external hard drive);

- 3.4. Return raw materials (photos, videos, writings and/or documents) to BCDA; and,
- 3.5. Turn over the final artworks to BCDA in Adobe InDesign and PDF formats (optimized and high resolution) including Adobe Illustrator and JPG formats of infographics, maps, etc. —all saved in a USB 3.0 high capacity storage drive (e.g. flash drive or portable external hard drive).

4. COMPONENTS OF TECHNICAL PROPOSAL

Once shortlisted, the Consultant shall prepare the following as part of their Technical Proposal:

- 4.1. Two (2) proposed concepts/themes for the BCDA 2020 Annual Report;
- 4.2. Two (2) copywriting samples on the overall concept design (theme and rationale);
- 4.3. Two (2) copywriting samples of published works of the managing editor/senior writer;
- 4.4. Electronic file of the Corporate Profile;
- 4.5. Electronic file of the presentation; and,
- 4.6. Portfolio of the Photographer

5. CREATIVE TEAM

The creative team shall be composed of four (4) members. The proposed members are:

- 5.1. One (1) Account Manager;
- 5.2. One (1) Creative Director;
- 5.3. One (1) Managing Editor/Senior Writer; and,
- 5.4. One (1) Photographer

Note that the managing editor/senior writer will form an editorial team of four (4) writers (including the managing editor).

6. QUALIFICATIONS OF THE CONSULTANT

- 6.1 The Consultant must be strictly a reputable corporate communication or advertising or marketing firm (can be design studios or agencies with graphic design/advertising as its main business) which has been in operations for at least three (3) years. In the case of joint ventures, the lead consulting firm should have at least three (3) years of business operation.
- 6.2 The Consultant must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.gov.ph>) as a legitimate service provider for government requirements.

- 6.3 The identified members of the proposed creative team must have at least three (3) years of experience in communication or advertising as related to his function in the team.
- 6.4 The identified members of the proposed creative team must have handled at least three (3) creative projects which are similar in nature to the requirement (e.g. annual report, glossy magazines, coffee table book, brochures, corporate calendars, etc.) in a capacity related to his/her function in the team.
- 6.5 The Consultant must have produced at least one (1) similar creative project which is similar in nature to the requirement (e.g. annual report, glossy magazines, coffee table book, brochures, corporate calendars, etc.) with a contract price amounting to at least fifty (50) percent of the Approved Budget for Contract (ABC).
- 6.6 The Consultant must have produced at least two (2) similar creative projects which are similar in nature to the requirement (e.g. annual report, glossy magazines, coffee table book, brochures, corporate calendars, etc.) regardless of the amount.

7. TIMETABLE

Production timetable for the 2020 Annual Report from concept to delivery will be a minimum of three (3) months and a maximum of six (6) months from the Consultant's actual receipt of the Notice to Proceed (NTP), depending on the release of the audited financial report from COA.

Further, the production timetable shall take into consideration the deadline for submission of the Annual Report to the Senate Finance Committee in June. In the absence of the audited financial report from COA, the initial copy of the annual report shall include the unaudited financial report. Ten (10) advance copies of the report must be printed (digital print) by June 25, 2021 for submission to the Senate Finance Committee and the Office of the President.

8. METHODOLOGY

The basis for the selection of the consultant shall be Section 33.2.1 of the Revised Implementing Rules and Regulations of the Government Procurement Reform Act (RA No. 9184). Bids shall be evaluated using the Quality-Based Evaluation (QBE) Procedure:

“33.2.1. The BAC shall conduct a detailed evaluation of bids using either of the following evaluation procedures as specified in the Bidding Documents:

a) Quality-Based Evaluation Procedure

i. 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 Implementing Rules and Regulations (IRR) of RA 9184 (Government Procurement Reform

Act). 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.

iii. The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

iv. After approval by the Head of the Procuring Entity of the Highest Rated Bid, its financial proposal shall then be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.

v. Negotiations shall be in accordance with Section 33.2.5 of the IRR of RA 9184, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the approved budget for the contract as stated in the Bidding Documents.”

9. EVALUATION CRITERIA FOR SHORTLISTING OF BIDDERS

The Bids and Awards Committee – Consulting Services (BAC-C) shall draw up a short list of at most five (5) bidders from those who have submitted Eligibility Documents, Expressions of Interest, and Curriculum Vitae of the Members of the Proposed Creative Team 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 five (5) shortlisted bidders will be entitled to submit bids.

The criteria and rating system for shortlisting are:

Criteria	Score	Required Minimum Score
Applicable Experience of the Consultant	30%	
Qualification of personnel who shall be assigned to the project	60%	

Current Workload of the personnel relative to capacity <i>Note: Current Workload Relative to Capacity pertains to the ratio between one (1) proposed key personnel to the current number of projects he/she is handling.</i>	10%	
TOTAL SCORE	100 %	60%

The Consultant must meet the total required minimum score of sixty percent (60%). Only the consultants who meet the required minimum score shall be shortlisted.

10. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

The Consultants will be evaluated accordingly based on the following criteria:

Evaluation Criteria for Technical Proposal	Score	Required Minimum Technical Score
Applicable experience of the Consultant	20%	
Qualification of personnel who shall be assigned to the project	20%	
Plan of Approach and Project Methodology	60%	
TOTAL SCORE	100%	70%

An oral presentation of the technical proposal, company profile (including clients/projects handled) and the photographer's portfolio is required as part of the evaluation.

11. STANDARD OF SERVICES

The Consultant shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the Consultant in accordance with the instructions or directions made or to be made by the BCDA at any time before its

completion. The Consultant shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.

12. CONFIDENTIALITY CLAUSE

The Consultant warrants the full confidentiality of all information gathered for the consultancy contract given by BCDA, unless the latter indicates the contrary. The Consultant shall not disclose any communication disclosed to him for the purpose of these Services. After the completion of the contract, all materials, data, and other related documents provided must be returned to BCDA.

13. LIQUIDATED DAMAGES

The Consultant obligates itself to perform and complete all the Services within the period specified in the TOR, beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the CONSULTANT fail to complete the Services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the CONSULTANT in an amount equal to one-tenth of one percent (1/10 of 1%) of the total CONTRACT price minus the value of the completed portions of the CONTRACT certified by BCDA for each calendar day of delay until the Services are completed.

14. CONFLICT OF INTEREST

The Consultant and its key staff, who may be directly associated with entities that may have an interest in or bias against any BCDA project, shall divulge the extent of its conflict with BCDA. The Consultant agrees that the conflict of interest may be a ground for BCDA to terminate the Contract.

15. TERMS OF PAYMENT

For services to be rendered, BCDA shall pay the consultant in the following manner:

- 15.1 The Consultant shall be paid ten percent (10%) of the Contract Price of the Annual Report upon submission and approval of the design concept;
- 15.2 The Consultant shall be paid twenty percent (20%) of the Contract Price of the Annual Report upon approval of the content outline;
- 15.3 The Consultant shall be paid twenty percent (20%) of the Contract Price of the Annual Report upon completion and approval of the copy;
- 15.4 The Consultant shall be paid thirty percent (30%) of the Contract Price of the Annual Report of the upon submission and approval of final draft copy and layout;
- 15.5 The Consultant shall be paid the full amount of the Contract Price of the Annual Report, within thirty (30) days upon full delivery by Consultant and acceptance by BCDA of the Annual Report and submission by the supplier of a valid invoice. No payment shall be made except upon a certification by BCDA's authorized representative that the final works required have been duly inspected and accepted, that the same have been delivered in accordance with the terms of the CONTRACT and that all materials (final

output in PDF format, color separation materials/negatives, electronic files, photos, etc.) have been turned over to BCDA.

16. SETTLEMENT OF DISPUTES

The Parties agree to resolve any dispute that may arise between them with respect to this CONTRACT through good faith and amicable negotiation. If at any time during such negotiation, one Party determines in good faith that the Parties cannot resolve the dispute through negotiations, that Party will deliver a notice to the other Party that the dispute will be settled by arbitration in accordance with Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", as amended, failing which, the Parties may resort to the filing of the appropriate case in the proper courts of Taguig City to the exclusion of the other courts. The arbitration shall be conducted in Metro Manila, Philippines.

17. ANTI-CORRUPTION POLICY

The Consultant warrants that no money or material consideration was given or has been promised to be given to any director, officer, or employee of BCDA to obtain the approval of this CONTRACT. The violation of this warranty shall constitute a sufficient ground for the rescission or termination of this CONTRACT without need of judicial action. Such rescission or termination shall be immediately effective upon service of notice to the Consultant.

18. CONTRACT TERM

The CONTRACT shall take effect from the date stated in the Notice to Proceed (NTP) and shall remain in force and in effect for a period of six (6) months and effective until the full delivery of the requirement and acceptance by the BCDA.