

Republic of the Philippines  
Office of the President



---

**TERMS OF REFERENCE**

---

**Consulting Services for the Production of the BCDA 2021 Annual Report**

## **1. BUDGET**

The Approved Budget of the Contract (ABC) is **One Million Pesos (Php1,000,000.00)**, inclusive of all applicable government taxes and fees.

## **2. OBJECTIVES**

The publication of the BCDA 2021 Annual Report aims to achieve the following:

1. To showcase BCDA's accomplishments and its outstanding collaborations in 2021, 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 of 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 of and gain 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 2021 Annual Report, which entails the following: publication management, design concept, research, copywriting, editorial management, photography, and printing of the said publication.

## **3. SCOPE OF WORK/TECHNICAL SPECIFICATIONS AND DELIVERABLES**

The consultant shall be in charge of the production of the BCDA 2021 Annual Report with the following specifications:

### **3.1. Overall publication management;**

### **3.2. Concept/theme development for the BCDA 2021 Annual Report;**

**3.3. Editorial services (editorial management, research, interviews of resource people, copywriting, copy editing, and proofreading).**

Create an editorial team composed of three (3) writers (including the managing editor).

**3.4. Photography services:**

3.4.1. 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, in compliance with the proper health and safety protocols as recommended in the IATF Resolution No. 88, Section 8, General Provisions 5:

“All persons are mandated to wear full-coverage face shields together with face masks, earloop masks, indigenous, reusable, or do-it-yourself masks, or other facial protective equipment which can effectively lessen the transmission of COVID-19, whenever they go out of their residences, pursuant to existing guidelines issued by the national government subject to fair and humane penalties or punishments that may be imposed by LGUs or implemented by law enforcement agencies, respectively.”

In conformity with the resolution, the BCDA suggests the wearing of face masks and full-coverage face shields. The face masks and face shields shall be provided by the Consultant for their personnel who will be participating in the shoot. Social distancing and hand hygiene are a must as well.

Members of the photo shoot team must undergo RT-PCR testing at least forty-eight (48) hours before the scheduled shoot, and shall remain in quarantine until the shoot to avoid exposure to the virus. The team members must be able to show a negative result.

- c. The Consultant shall identify the number of photography set-ups based on the proposed concept. The following shall be taken into consideration:

Proposed location set-ups in:

- New Clark City
- Clark Freeport and Special Economic Zone
- Clark International Airport

- BGC/Newport
- BCDA Office
- Other suggested concepts by the Consultant as required by the approved concept

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

### 3.5. Color proofing and printing services

3.5.1. Prepare print specifications and corresponding budget based on concept/design for one hundred (100) copies of the annual report.

3.5.2. 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	:	Digital
Paper Stock	:	Bevania <b>(Consultant may suggest other kinds of paper, subject to the approval of BCDA)</b>
Inside Page	:	Special Paper (Neenah White 90-100gsm or Creambook #80) <b>(Consultant may suggest other kinds of paper, subject to the approval of BCDA)</b>
Quantity	:	100 pieces
Others	:	With matte lamination 1s

- 3.5.2. Provide color proofing of the Annual Report, for approval of the BCDA, and perform basic color-proofing services, and computer work services;
- 3.5.3. Procurement of relevant fonts, graphics, and stock photos, as required in the production;
- 3.5.4. Manage the production of the Annual Report including printing supervision and coordination with BCDA;
- 3.5.5. Produce premium quality, full-color Annual Report based on agreed technical specifications and standards acceptable to BCDA;
- 3.5.6. Turn over all other BCDA raw materials (photos, videos, writings and/or documents) to BCDA;
- 3.5.7. Turn over to BCDA all electronic files of the photos taken during the photoshoot;
- 3.5.8. 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
- 3.5.9. Packaging and entry of the BCDA 2021 Annual Report to the international award giving body Asia-Pacific Stevie Awards.

#### **4. METHODOLOGY**

The prospective CONSULTANTS shall be evaluated based on the **Quality-Based Evaluation (QBE)**.

Each CONSULTANT shall submit technical and financial proposals simultaneously in separate sealed envelopes.

Each CONSULTANT shall submit a concept design and theme, together with a sample design for the cover, Clark section breaker and full spread inside pages.

Each CONSULTANT shall submit a 1000-word feature article on the Clark development (to include New Clark City and Clark International Airport), for evaluation purposes.

The technical proposal for the Annual Report shall be the basis in the evaluation of the CONSULTANTS, and shall be given a total weight of one hundred percent (100%). The breakdown is as follows:

<b>Evaluation Criteria</b>	<b>Weight</b>
Technical Proposal	
a) Applicable Years of Experience of the Consultant/Firm	10%
b) Similar projects completed	10%
c) Qualification of Personnel who shall be assigned to the project	20%
d) Creative Concept Design	20%
e) Copywriting	20%
f) Photography	20%
<b>Total</b>	<b>100%</b>

***\*The minimum technical score of 70% shall be met***

The CONSULTANTS shall then be ranked in descending order based on the combined numerical ratings of their technical proposals, from which the highest rated bid will be identified.

Total calculated bid prices which exceed the ABC shall not be considered. The name of the CONSULTANT, the quality scores and the proposed prices shall be recorded when the final proposals are opened. Negotiations shall be undertaken with the CONSULTANT who is first in rank.

The financial proposals shall not exceed the approved budget for the contract and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

## **5. MINIMUM QUALIFICATIONS OF THE CONSULTANT**

5.1. The following shall be allowed to participate in the bidding:

- a. Duly licensed Filipino citizen/sole proprietorships;
- b. Partnerships duly organized under the laws of the Republic 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.

5.2. 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.

- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. The CONSULTANT must have produced at least three (3) creative projects that are similar in nature with the requirement (e.g. annual report, glossy magazines, coffee table book, brochures, corporate calendars, etc.), with one (1) project amounting to at least fifty (50) percent of the Approved Budget for Contract (ABC).
- 5.7. The Editorial Team must be composed of the following four (4) key members: **ACCOUNT MANAGER, CREATIVE DIRECTOR, MANAGING EDITOR, and PHOTOGRAPHER.**
- 5.8. The CONSULTANT shall be assessed based on the most favorable compliance with the criteria.

## **6. MINIMUM REQUIREMENTS OF THE CONSULTANT**

### **6.1. Letter of Intent;**

6.2. As part of the **Technical Proposal**, the following are also required for the CONSULTANT to submit:

- Concept design;
- Theme and Rationale;
- Sample design for the:
  - a. Cover;
  - b. Clark section breaker;
  - c. Clark full spread inside pages; and
  - d. 1000-word feature article on the Clark development (to include New Clark City and Clark International Airport).

6.3. The CONSULTANT is also required to submit the following documents to be used by BCDA as basis for the technical evaluation.

- Annex A: Valid and current Mayor's Permit (city or municipal)/Municipal License, where the principal place of business of the prospective bidder is located;

- Annex B: 2020 Income/Business Tax Return;
- Annex C: Valid Tax Clearance;
- Annex D: PhilGEPS Registration Number;
- Annex E: Company Profile (in case of consulting firm) or Curriculum Vitae (in case of individual CONSULTANT) which should reflect the number of years of experience in the advertising or graphic design industry;
- Annex F: List of similar projects handled/completed;
- Annex G: CV of Consultant's Assigned Key Team Members
- Each CV should show the length of experience and a list of completed projects handled from January 2019 until the present;
- Annex H: Portfolio of the nominated photographer;
- Annex I: Three (3) creative projects completed by the CONSULTANT that are similar in nature with the requirement (e.g. annual report, glossy magazines, coffee table book, brochures, corporate calendars, etc.), with one (1) project amounting to at least fifty (50) percent of the Approved Budget for Contract (ABC); and
- Annex J: Proof of contract price for one (1) completed project amounting to 50% of the ABC; and,
- Annex K: Omnibus Sworn Statement.

6.4. The CONSULTANT is also required to submit his/her/its **Financial Proposal in a separate sealed envelope** together with the above-mentioned requirements/documents.

## **7. TERMS OF PAYMENT**

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

- 7.1 The Consultant shall be paid fifteen percent (15%) of the Contract Price of the Annual Report upon submission and approval of the design concept and theme;
- 7.2. The Consultant shall be paid fifteen percent (15%) upon completion of photography services;



7.3. The Consultant shall be paid thirty percent (30%) of the Contract Price of the Annual Report of the upon approval and acceptance of the final draft copy and layout;

7.4. 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, electronic files, photos, etc.) have been turned over to BCDA.

The CONSULTANT shall be paid a maximum amount of **One Million Pesos Only (Php1,000,000.00)** or the total amount indicated in the bid but not higher than the ABC. The contract price inclusive of all applicable taxes paid to the government for an eight (8)-month contract.

## **8. LIQUIDATED DAMAGES**

The CONSULTANT obligates himself/herself/itself to perform and complete all the Services within the period specified in Annex "C" beginning from the effective 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.

## **9. PERFORMANCE SECURITY**

Prior to the signing of the Contract, the CONSULTANT shall post in favor of **BCDA** a Performance Security to guarantee the CONSULTANT'S faithful performance of all obligations and undertakings under the Contract. The Performance Security may be in any of the following forms or a combination thereof:

9.1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank—Five percent (5%) of total Contract price;

9.2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank—Five percent (5%) of total Contract price;

The Performance Security shall comply with and reflect the following conditions:

- 9.3. It shall serve as security, which shall be forfeited in the event it is established that the CONSULTANT is in default in the performance of its obligations under the Contract;
- 9.4. It shall be co-terminus at least with the final completion of the Services including time extension granted, if any;
- 9.5. The following provision shall form part of the performance security: **“The right to institute action on the penal bond of any individual firm, partnership, corporation and association supplying the CONSULTANT with labor and materials for the prosecution of the services is hereby acknowledged and confirmed.”**; and,
- 9.6. The CONSULTANT shall certify that it is free and clear of all tax liabilities to the government.

Any amount for Liquidated Damages in Section 8 hereof may be charged against the Performance Security at the sole discretion of **BCDA**.

## **10. SERVICES**

### **10.1. Standard of Service**

The CONSULTANT shall fulfill his/her/its obligations under the Contract by using his/her/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 his/her/its responsibilities under the Contract.

### **10.2. Confidentiality Clause**

The CONSULTANT shall hold and maintain confidential all materials and information which shall come into his/her/its possession, or knowledge in connection with the Contract or his/her/its performance, and not to make use thereof other than for the purpose of the Contract.

After the completion or termination of the Contract, all materials, data, proprietary information and other related documents provided to the CONSULTANT and which have been derived in relation to and as a

consequence of the implementation of the Contract, shall be immediately turned over to BCDA without need of demand.

The CONSULTANT undertakes that he/she/it shall make appropriate instructions to his/her/its employees who need to have access to such information and materials to strictly observe the confidentiality thereof.

The CONSULTANT shall likewise oblige the supplier/service provider to be bound by this confidentiality.

The obligation of the CONSULTANT under this Section shall remain effective even after the termination of this Contract.

Any violation of this Article by the CONSULTANT shall make him/her/it liable to BCDA for the penalty equal to ten percent (10%) of the total consideration stipulated herein.

### **10.3. Corrupt, Fraudulent, Collusion and Coercive Practices**

Any attempt by a bidder to influence the Bids and Awards Committee or its authorized representatives in the evaluation of the bids or in the recommendation to award the contract shall result in the rejection of bid or revocation of award as the case may be, without prejudice to the imposition of other sanctions to the bidder causing influence.

### **10.4. Contract Term**

This Contract shall be effective for eight (8) months from the date stated in the Notice to Proceed. ("Effective Term")