

**TERMS OF REFERENCE
FOR THE PRODUCTION AND DELIVERY
OF BCDA CUSTOMIZED MARKETING COLLATERALS**

I. BUDGET:

The Approved Budget for the Contract (ABC) is **Six Hundred Thousand Pesos (₱600,000.00)** inclusive of all applicable government taxes.

The ABC shall be the ceiling for the bid prices. Bid prices that exceed the ABC shall be disqualified outright from further participating in the bidding.

II. RATIONALE:

Customized marketing collaterals are given as tokens to visiting executives and other guests during business meetings at the BCDA Corporate Center. Such merchandise also serve as ready items for distribution as souvenirs during off-property conferences, participations in exhibits, inbound and outbound missions, and other events. These promotional items help in BCDA's branding and imaging efforts by raising awareness, instilling top-of-mind recall, and building goodwill among BCDA clients and other partners.

The need for customized marketing collaterals and promotional items is acknowledged to strengthen the BCDA brand.

Recipients of said tokens include (but are not limited to) the following:

- Company executives and officers during on property business meetings;
- Parties attending Business-to-Business meetings during inbound and outbound missions; and,
- Attendees during conferences or conventions wherein BCDA is a supporter, partner or co-organizer.

III. ITEMS AND SPECIFICATION

1. The supplier may bid for one or more lots.
2. The following are the items for procurement:

Lot No.	Item	No. of Recipients	Minimum Specifications	Cost Estimate (PHP)	Total Amount (PHP)
1	Customized USBs	500	<ul style="list-style-type: none"> ▪ Dimensions: 1.35 x 0.47 x 0.29 inches capacity: 8GB ▪ Interface: USB v2.1 ▪ Customized with BCDA Logo 	650.00/pc	325,000.00
2	Customized Company Jackets	250 Small: 100 Medium: 100 Large: 25	<ul style="list-style-type: none"> ▪ Customized with BCDA logo (full color, embroidered on left chest of front and reverse sides, at least 3" size 	850.00/pc	212,500.00

		Extra Large:25	proportionate, non-obtrusive), collared, reversible, 2 side pockets slip on type, full zipper for closure (waist to neck), waist adjuster with 2 buttons and arm fold adjuster with 2 buttons for slim/loose fit, water-repellent mixed fabric material <ul style="list-style-type: none"> ▪ Colour/s: black (front), gray (reverse) ▪ With appropriate packaging 		
Total					537,500.00

Note: Suppliers must provide sample/s upon submission of bid for consideration and final selection.

IV. DELIVERY REQUIREMENT:

1. The supplier/s must deliver the required number of corporate giveaways on the following schedules:

Lot	Item	Delivery Date
1	Customized USBs	45 calendar days after approval of actual sample
2	Customized Company Jackets	45 calendar days after approval of actual sample

2. Within warranty period of 90-days upon full delivery of each merchandise, all items found to be defective and/or not in consonance with the specifications shall be replaced. The replacement should be made within five (5) working days after the supplier acknowledged receipt of the defective items.

V. TERMS OF PAYMENT:

1. The total contract price/lot shall be subject to a ten percent (10%) retention money.
2. BCDA shall pay the supplier the amount of the marketing collaterals delivered in accordance with its requirements.
3. Processing of payment for the accepted goods shall be in accordance with the provision of the contract upon receipt of the billing and complete documentary requirements to support the claim.
4. The amount in Pesos shall be inclusive of all applicable taxes and fees.

VI. SELECTION OF SUPPLIER:

1. The supplier/s must be a registered company with the Department of Trade and Industry (DTI) for a single proprietorship, or registered with the Securities and Exchange Commission (SEC) for a partnership or corporation, or with Cooperative Development Authority (CDA) for cooperatives.
2. The supplier must have at least (3) years in business operation as a corporate giveaways provider.
3. The supplier must have completed at least one (1) government and/or private contract within the past three (3) years (June 2015 to May 2018), similar in nature as the contract subject of bidding with a value of at least fifty (50%) of the proposed amount per lot; or two (2) similar contracts with the aggregate contract amount equivalent to at least fifty percent (50%) of the proposed amount per lot, supported by the following:
 - 3.1 Contract; and;
 - 3.2 Certificate of Completion or Official Receipt of last payment received.
4. The supplier who submitted the Lowest Calculated Bids (LCB) shall be subject to post qualification which shall be conducted by the Technical Working Group (TWG).
5. In order to ensure that the collaterals to be delivered by the bidder satisfactorily meet the technical specifications set by BCDA, actual samples should be presented and approved by the end user before mass production.
6. The delivered goods should not deviate from approved samples.

VII. LIQUIDATED DAMAGES

The Supplier obligates himself/herself/itself to deliver goods under the contract within the specified delivery schedule, beginning from the starting date, exclusive of such extensions of time as may be mutually agreed upon in writing. Should the Supplier fail to satisfactorily deliver goods under the contract within the specified delivery schedule, the supplier shall be liable for damages for the delay and shall pay BCDA liquidated damages, not by way of penalty, an amount equal to one-tenth of one percent (1/10 of 1%) of the cost of the delayed goods scheduled for delivery every day of delay until such goods are finally delivered and accepted by BCDA.

VIII. WARRANTY

The product warranty for all merchandise shall be a period of three (3) months from the date of delivery and acceptance of BCDA of each merchandise. The delivered defective item/s shall be returned by BCDA within the warranty period and shall be replaced immediately or not later than five (5) working days upon notice of the BCDA.

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be submitted by the supplier to BCDA for a minimum period of

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be submitted by the supplier to BCDA for a minimum period of three (3) months. The warranty shall be covered by either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period. Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the TOR have been fully met.

IX. MISCELLANEOUS

BCDA reserves the right to accept or reject proposals that do not offer the required goods as provided for in this TOR, to waive any defect or informality thereon or minor deviations which do not affect the substance and validity of the proposals, or to annul the selection process and reject the bid/s at any time prior to award, without thereby incurring any liability to the affected proponents.

X. CORRUPT, FRAUDULENT, COLLUSION AND COERCIVE PRACTICES

Any attempt by a bidder to influence the BAC or its authorized representatives in the evaluation of the bids or contract award decision shall result in the rejection of its bid or revocation of award as the case maybe, and the implementation of other sanction as remedies provided by law.

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