

**TERMS OF REFERENCE
PROCUREMENT OF THREE (3)
NEW CLARK CITY (NCC) SHORT VIDEOS**

BACKGROUND:

The New Clark City (NCC) is being aggressively positioned as Asia's Premier Investment Hub. Its strategic location and access to vital infrastructure make it a total logistics center. Moreover, as part of a larger infrastructure plan for the region that includes a world-class airport and commuter and cargo railway systems, NCC will meet the infrastructure requirements of foreign investors and residents alike.

The production and release of shorter NCC videos would increase the project awareness and the awareness of BCDA. Produced and aired in the proper channels, the feature would not only attract investors to invest in NCC, but would also convince local residents to move to the area.

OBJECTIVE:

The project aims to attain the following objectives:

- To promote public awareness and generate appreciation and support for New Clark City (NCC) and other BCDA projects; and,
- To build up BCDA's image as a credible and transparent state agency that conducts business with high ethical standards and professionalism.

PROCUREMENT TERMS:

The Bases Conversion and Development Authority (BCDA) is inviting all interested communications, marketing, advertising, and creative firms which have (a) been involved in video and content production, (b) been in operation for **at least three (3) years**, and (c) experience in conceptualization and development of short informative videos to submit their bid based on the following specifications:

- 1. BUDGET: ONE MILLION PESOS (PhP1,000,000.00)
Inclusive of all applicable taxes and fees**

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2. SCOPE OF WORK:

2.1 The Consultant shall be in charge of the conceptualization and development of original content:

- a. Three (3) 45-second New Clark City short videos
 - a.1. Script and the over-all theme of the short videos;
 - a.2. Designs, renders, maps, and stock photos; and
 - a.3. Art guides, art works, logotypes, font types, and video guidelines

2.2 Turn-over all other BCDA raw materials (designs, photos, videos, writings and/or documents) and all electronic files of the New Clark City short videos in an external hard drive.

3. COMPONENTS OF TECHNICAL PROPOSAL

The Consultant shall prepare a comprehensive proposal for the New Clark City short videos which will include:

- 3.1. A minimum of three (3) New Clark City highlights with script (i.e.: Dynamic Connectivity, Sustainability, and Contribution to Easing City Life.);
- 3.2. A minimum of one (1) proposed over-all treatment and look;

4. CREATIVE TEAM

The creative team shall be composed of members. The proposed members are:

- 4.1. (1) Over-all Account Director/Manager - dedicated to the BCDA account and on call by BCDA to ensure quality output and timely execution of the plan; and,
- 4.2. (1) Creative Director - visual thought leader skilled at leading the creative process and the creative team, from concept to execution.
- 4.3. (1) Writer - will be responsible for creating the scripts for the short videos that will enhance the New Clark City's highlights.

Aside from the main members of the creative team, the consultant may assign other project staff whose functions and specializations are necessary to accomplish the aforementioned deliverables.

5. MINIMUM QUALIFICATIONS OF THE CONSULTANT

- 5.1. The Consultant must be a reputable marketing, advertising, and creative firm which has been involved in video production, and has been in operation for at least three (3) years.
- 5.2. 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.
- 5.3. The Consultant must have produced at least two (2) projects which are similar in nature to the requirement (e.g. video production, etc.) amounting to 50% of the Approved Budget for the Contract (ABC).

6. TIMETABLE

The timetable for this project from presentation of concept to submission of final concept is one (1) month from the Consultant's actual receipt of the Notice to Proceed (NTP). Date may be subject to change. BCDA will inform the Consultant of any changes to the project schedule.

7. METHODOLOGY

BCDA shall conduct a detailed evaluation of bids using the Quality-Based Evaluation (QBE).

8. EVALUATION CRITERIA FOR SELECTION OF BIDDERS

BCDA shall evaluate those who have submitted Expressions of Interest, in accordance with the provisions of the revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The evaluation criteria are as follows:

Evaluation Criteria	Weight
a) Applicable Experience of the Consultant/Firm (20%)	20%
b) Similar projects handled (20%)	20%
c) Plan of Approach and Project Methodology (60%)	60%
i. Relevance of the Concept to BCDA's requirement (30%)	
ii. Creativity of Concept (30%)	
Total	100%

A submission of the concept proposal and the corporate profile of the Consultant should be submitted in a flash drive; this is required as part of the evaluation.

BCDA shall rank the consultants in descending order based on the combined numerical ratings of their concept proposals, from which the highest rated bid will be identified.

Only the financial proposal of the consultant who gets the highest technical rating shall be opened—in their presence. Total calculated bid prices which exceed the approved budget for the contract shall not be considered. The name of the consultant, the quality scores and the proposed prices shall be read and recorded when the financial 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 which is One Million Pesos (PhP1,000,000.00) and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

9. 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.

10. 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 this Services. After the completion of the contract, all materials, data, and other related documents provided must be returned to BCDA.

11. PROPRIETARY RIGHTS

All materials, processes, data, proprietary information and other related data and information prepared pursuant to this CONTRACT shall be approved by BCDA. Upon completion of the services in this contract, the same shall become the exclusive property of BCDA. The CONSULTANT shall not retain for its records copies of the said materials, processes, data, proprietary information and other related data and information and the same shall not be disclosed to another party without BCDA's prior written consent.

12. 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.

13. 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.

14. TERMS OF PAYMENT

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

Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the service have been rendered in accordance with the terms of this Contract and have been duly accepted. The Consultant's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfillment of other obligations stipulated in this Contract.

15. 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

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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.

16. 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.

17. CONTRACT TERM

The CONTRACT shall take effect from the date stated in the Notice to Proceed (NTP) and shall remain in force and effective for one (1) month or as specified in the plan, until the submission of the Consultant of an accomplishment report, final artworks and acceptance by BCDA.

18. BCDA BIDDING RIGHTS

- 17.1 BCDA reserves the right to accept or reject any or all of the Bids without giving any reason whatsoever.
- 17.2 BCDA reserves the right to waive any minor defects in the Qualification Documents and Bid Proposals and accept the offer it deems most advantageous to the Government.
- 17.3 BCDA reserves the right not to proceed with the Bidding Process without prior notice of incurring liability and without giving any reason whatsoever.