

**TERMS OF REFERENCE
for the Procurement of
Consulting Services for the Digital/Online Media Placement Agency**

Rationale:

The Bases Conversion and Development Authority (BCDA) is mandated to convert and develop former military bases into productive and economic centers. Currently, BCDA is aggressively positioning Clark as Asia's next investment, lifestyle and outdoor destination. Clark's strategic location and access to vital infrastructure, which includes a freeport zone, a world-class airport, a rapidly developing financial district, a masterplanned smart, green and disaster-resilient city and commuter and cargo railway systems makes it a total logistics center. Clark aims to meet the infrastructure requirements of foreign investors and residents alike.

To achieve the vision for Clark, BCDA developed an updated, global, strong and holistic brand concept, positioning and identity for Clark, which covers the Freeport Zone, International Airport, New Clark City and Clark Global City.

To realize the full potential of the location, there is a need to promote the updated brand concept and positioning with the aim of finding the right partners for the successful development of Clark.

According to website Internet World Stats (<https://www.internetworldstats.com/stats.htm>), as of June 30, 2018, the penetration rate of the internet globally is at 55.1%; that's more than four billion people accessing the internet to obtain information or connect with others.

Based on the January 2018 report of Global Web Index (<https://www.globalwebindex.com/>), internet users now spend around 6 hours each day online.

The BCDA Investment Promotions and Marketing Department values being able to promote to and reach a bigger audience to market BCDA's properties (specifically, Clark) and key projects to the public, as well as to interested parties (i.e. potential partners and local and international investors).

In responsibly leveraging online or display advertising, BCDA will spend less but tap a bigger audience while being able to apply metrics to target the most relevant audience based on, but not limited to, location, interest, browsing behavior, etc., and at the same time measure the impact of these ads and analyze their effectiveness.

Digital/Online Media Placement Agencies function like traditional advertising agencies except that they focus advertising placements for their clients mainly on the internet. These agencies provide guidance to their clients regarding the best websites to display client ad materials, what type of ad material will work best (image, video or rich media

format) as well as which audience to target specifically based on their client's objective/s. The agencies can also provide faster feedback on the performance of the ads. This makes it easier for clients to decide how to tweak their ad placement to get the best results.

In view of this, the BCDA will engage the services of a Digital/Online Media Placement Agency to implement an awareness campaign to promote the new brand positioning of Clark for a bigger reach (not just local) yet lower investment cost vs. traditional media channels.

Objectives:

The procurement of the services of a Digital/Online Media Placement Agency enables BCDA to successfully launch a digital/online advertising campaign promoting Clark, its new and revitalized brand positioning, which will help attract investors and locators who can help develop Clark into the city of the future.

Procurement Terms:

1) Budget:

The total project budget is **One Million Pesos** (Php 1,000,000.00) inclusive of all applicable taxes and fees.

2) Scope of Work

The Consultant shall:

- a. Create an effective online/digital advertising strategy/campaign to promote Clark's new brand positioning;
- b. Monitor, measure and analyze the effectiveness of the campaign to promote Clark's new brand positioning;
- c. Execute the BCDA-approved online/digital advertising strategy and campaign according to the agreed schedule/calendar;
- d. Submit a monthly report with the agency's recommendations based on the findings to increase effectiveness of the project;
- e. The agency shall coordinate directly with the IPMD, to ensure timely execution of the proposed strategy and campaign.

3) Deliverables

- a. Online/Digital advertising strategy/campaign;
- b. Advertising content plan and calendar
- c. Monthly report with insights and recommendations;

4) Minimum Qualifications of the Consultant:

Qualifications include:

- Highly experienced in developing strategies to help achieve campaign objectives and optimize the promotion of BCDA projects and their benefits;
- Help develop digital assets that will be used for the campaign/s;

- Expertise in planning, creating and distributing digital advertising content that is engaging;
- Has the ability to exercise critical and analytical thinking to interpret data and analytics;
- Utilizes said data to gain insights and launch, implement, maintain and adjust an effective digital advertising campaign;
- Has a vast knowledge of the best channels and sites where BCDA’s messages can effectively reach its target audience/market;
- 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) Methodology

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

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 is as follows:

Evaluation Criteria	Score	Required Minimum Score
a) Applicable Experience of the Consultant/Firm (20%)	20%	
b) Similar projects handled (20%)	20%	
c) Plan of Approach and Project Methodology (60%) <ul style="list-style-type: none"> i. Relevance of the Concept to BCDA’s requirement (30%) ii. Identification of proper Touch points for Digital Advertising and Distribution (30%) 	60%	
TOTAL	100%	70%

An oral presentation of the Technical Proposal and the corporate profile of the Consultant is required as part of the evaluation.

BCDA shall rank the consultants in descending order based on the combined numerical ratings of their technical 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.

6) 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.

7) 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.

8) 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.

9) 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.

10) Terms of Payment

For the services rendered, BCDA shall pay the Consultant on a monthly basis in an amount equivalent to the total contract cost divided by a period of twelve (12) months, upon submission of a Monthly Accomplishment Report and approval of BCDA.

11) 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.

12.) 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.

13.) Contract Term

The contract terms shall be for a period of one (1) year.