

**CONSULTING SERVICES
FOR THE 2019 BCDA STAKEHOLDER SATISFACTION STUDY
Terms of Reference (TOR)**

I. RATIONALE

The Bases Conversion and Development Authority (BCDA) is an instrumentality of the government vested with corporate powers under Republic Act (RA) No. 7227, as amended, mandated to transform and develop former military bases and properties into premier centers of economic growth. BCDA is committed to fulfill its mandate to its stakeholders and beneficiaries, particularly to its major stakeholder, the Armed Forces of the Philippines (AFP).

BCDA acknowledges the importance of stakeholder satisfaction as it pursues its mandate of development. By measuring stakeholders' feedback toward its programs and services, BCDA has basis for necessitating improvements in its operations. Among BCDA's communication objectives as an institution is to create a Feedback Mechanism on BCDA's Performance and Corporate Reputation/Image.

This will be done through the conduct of the BCDA 2019 Stakeholder Satisfaction Study—otherwise known as the Customer Satisfaction Survey as required by the Governance Commission for Government Owned or Controlled Corporations (GCG)—which entails scholarly research on the satisfaction level of stakeholders towards BCDA, including its programs, projects and staff.

It is imperative that the BCDA 2018 Stakeholder Satisfaction Study be conducted by independent third-party research professionals and experts and presented in relation to baseline or previous results of BCDA Stakeholder Satisfaction Studies.

II. BACKGROUND

The conduct of the BCDA 2019 Stakeholder Satisfaction Study, otherwise known as the Customer Satisfaction Survey, is guided by the following:

**A. Republic Act No. 10149 (RA No. 10149)
“GOCC GOVERNANCE ACT OF 2011”**

In performing its mandate, the BCDA is guided by the good governance conditions prescribed by the Governance Commission on Government-Owned or –Controlled Corporations (GCG).

In order to measure effectiveness of service delivery, the GCG directs all GOCCs to implement customer and/or stakeholder satisfaction surveys conducted by independent third parties from the private sector.

The (GCG) created a Performance Evaluation System which discusses extensively on the Social Impact Perspective, which “refers to the national and community- wide impact (socio- economic) of the services delivered by the GOCC” It further explains though that “the GOCC may or may not include a social impact perspective if its social impact cannot be differentiated from its outcome in the stakeholder perspective.”

The variables described may include the following:

1. Timeliness
2. Ease of Access
3. Knowledge & Helpfulness of Staff
4. Quality of service
5. Joint Venture/Leasing/Sale Activities
6. Complaints Handling and Records Keeping
7. Information and Communication
8. Facilities
9. Outcomes Achieved

B. Executive Order 605, s. 2007

“INSTITUTIONALIZING THE STRUCTURE, MECHANISMS AND STANDARDS TO IMPLEMENT THE GOVERNMENT QUALITY MANAGEMENT PROGRAM, AMENDING FOR THE PURPOSE ADMINISTRATIVE ORDER NO. 161, S. 2006”

EO 605 directs: “All departments and agencies...to adopt the ISO 9001:2008 Quality Management Systems as part of the implementation of a government-wide quality management program. The quality management systems shall be certified for demonstrated conformity with ISO 9001:2008 and the applicable Government Quality Management Systems Standards (GQMSS), with priority to be given to frontline services.”

C. ISO 9001:2015

ISO 9001:2015 is the latest version of ISO 9001:2008. According to the website of the International Organization for Standardization (www.iso.org), “ISO 9001:2015 specifies requirements for a quality management system when an organization:

- a. needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements, and
- b. aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements.”

D. Standard Guideline of the GCG:

The conduct of the Stakeholder Satisfaction Study or the annual customer satisfaction survey shall follow the attached standard guideline set by the GCG, including:

- a. Standard methodology on the conduct and administration of the survey instrument, data encoding and processing, analysis as well as the research or project team and composition is provided to ensure a more organized and efficient implementation; and,
- b. Standard questionnaire.

III. BUDGET:

The Approved Budget of the Contract (ABC) is Eight Hundred Thousand Pesos Only (Php800,000.00), inclusive of all applicable government taxes and fees and incidental expenses.

IV. OBJECTIVE:

The objectives of the Consulting Services for the Stakeholder Satisfaction Study are:

- A. To generate feedback from identified stakeholders of BCDA;
- B. To enable BCDA to measure its performance in delivering its service to stakeholders based on satisfaction metrics and the variables identified by GCG— Timeliness; Ease of Access; Staff; Quality; and, Outcome;
- C. To identify specific actions that BCDA can take to improve its performance and incorporate these as part of strategic planning;
- D. To provide benchmarks on which to evaluate actions BCDA takes;
- E. To help identify organizational risks and opportunities guided by ISO 9001 standards;
- F. To comply with good governance conditions of the GCG and ISO 9001.

V. SCOPE OF WORK/TECHNICAL SPECIFICATIONS AND DELIVERABLES:

- A. The CONSULTANT shall perform research work for the BCDA 2019 Stakeholder Study, and shall adhere to the “GCG Standard Guideline on the Conduct of Customer Satisfaction Survey of the GOCCs under the Jurisdiction of GCG,” which forms part of the Terms of Reference. The study shall include the following:
 - 1. Development of the Research Design and Methodology based on the Guidelines of the Governance Commission on GOCCs (GCG). The Consultant shall submit the research design and methodology, subject to BCDA review and approval prior to implementation;
 - 2. Development of the study based on baseline data provided by previous BCDA Stakeholder Satisfaction Studies; performance measures and good governance conditions prescribed by the GCG; and ISO 9001:2015 standards;
 - 3. Design, formatting and reproduction of research instruments compliant with the Guidelines of the GCG, subject to review and approval of BCDA;
 - 4. Conduct of research sampling and data-gathering methods that are compliant with the Guidelines of the GCG and can adequately cover the objectives of the BCDA Stakeholder Satisfaction Study;
 - 5. Collation and analysis of data and propose recommendations and actions based on research/study results; and,
 - 6. Presentation and submission of report.
- B. The CONSULTANT shall perform data collection and data processing necessary for the BCDA 2019 Stakeholder Satisfaction Study based on the attached GCG Standard Guideline, including the following:
 - 1. Employment of appropriate sampling method prescribed in the GCG Guidelines. Probability sampling in identifying the respondents based on customer universe provided by BCDA. The employment of purposive sampling may include multi-stage random sampling, systematic random sampling, and

cluster sampling to ensure that the sample is representative of the customer population of BCDA;

2. Data collection shall be done by trained field interviewers using a structured questionnaire;
 3. Attendance to meetings and conduct of interviews by trained field interviewers using a structured questionnaire, site visits and survey implementation (guided or online) in BCDA's areas of operations such as Pampanga, Tarlac, Bataan, La Union, Baguio and Metro Manila shall be part of the data gathering activities;
 4. Correspondence with respondents in the most professional manner, and pursued using the most appropriate form (i.e. formal communication, online communication, among other proper channels);
 5. Processing of existing data for report preparation in aid of determining satisfaction of stakeholders;
 6. Utilization of data collection instrument through a structured pen and paper questionnaire to ensure consistency all throughout the project and with the least possible interviewer bias. The questionnaire shall be composed to two (2) sections :
 - a. Screener
 - b. Main questionnaire
 7. Overall satisfaction/dissatisfaction rating;
 8. Reasons for satisfaction/dissatisfaction rating given;
 9. Factors to satisfaction/dissatisfaction.
- C. The CONSULTANT shall perform data analysis and provide recommendations for consideration of top management in pursuing its plans and programs for stakeholders—guided by the GCG Guidelines and the ISO 9001: 2015 standards.
1. Comparative analysis with previous results shall be made part of the new study, as applicable;
 2. Analysis of survey results shall be based on the analysis plan provided in the GCG guideline. The analysis should include a reading of the following segments:
 - a. Total
 - b. By area (for nationwide coverages)
 - c. By customer type
 - 1) General public
 - 2) Businesses
 - d. By type of service availed
 - e. By rating
 - 1) Positive raters
 - 2) Negative raters;

3. Preparation of in-depth and comprehensive recommendations—focused on the needs of stakeholders.

D. The CONSULTANT shall prepare, present and submit to BCDA top management comprehensive reports that will form part of the BCDA Stakeholder Satisfaction Study.

E. The CONSULTANT shall adhere to agreed timelines.

F. The CONSULTANT shall shoulder the compensation of the manpower support that will be engaged for the conduct of the Study, as well as the expenses for meals, transportation, and additional accommodation, if in case the BCDA staff house is unavailable on required dates.

VI. METHODOLOGY

A. The prospective CONSULTANTS shall be evaluated based on a Quality-Cost Based Evaluation (QCBE) as prescribed in Section 33.2.1.B of the IRR of RA 9184.

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

C. The technical proposal together with the financial proposal shall be considered in the evaluation of consultants. The technical proposals shall be evaluated first using the criteria in Section 33.2.2 of the IRR of RA 9184. Only the financial proposals of consultants who meet the minimum technical score of 70% shall then be opened.

D. The financial proposal will be computed in the following manner:

1. The CONSULTANT with the lowest financial proposal gets 100 points.
2. The scores of the other CONSULTANTS will be computed using the formula:

$$S_f = 100 \times F_1/F$$

Where **S_f** is the financial score, **F₁** is the lowest financial proposal and **F** is the financial proposal for consideration.

E. The weight of the technical criteria together with the weight given to the financial proposal shall add to one hundred percent (100%).

F. Each CONSULTANT shall be evaluated according to BCDA’s Criteria for Determining the Highest Rated Bid. Shown below are percentage values for the financial proposal and the technical proposal and the breakdown of values.

Evaluation Criteria	Weight	Minimum Technical Score
Technical Proposal	85%	70%

Applicable Years of Experience of the Consultant/Firm (20%)	20%	
Similar projects completed (20%)	20%	
Qualification of personnel who shall be assigned to the project (20%)	20%	
Research Design (40%)	40%	
Financial Proposal	15%	
TOTAL SCORE	100%	

- G. The **Minimum Technical Score** of 70% should be met.
- H. The average score of each qualified CONSULTANT'S technical proposal will be multiplied with the percentage value allowed as weight for Technical Proposals. The score earned by each CONSULTANT'S financial proposal will also be multiplied with the percentage value allowed as weight of the Financial Proposal. The sum of both products becomes the total score of each CONSULTANT. The formula is shown below:

$$S = S_t \times T\% + S_f \times F\%$$

Where **S** is the Total Score; **S_t** is the technical score; **S_f** is the financial score; **T** is the weight given to the Technical Proposal and **F** is the weight given to the Financial Proposal.

- I. CONSULTANTS shall then be ranked in descending order based on the combined numerical ratings of their technical and financial proposals, from which the highest rated bid will be identified.
- J. 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.
- K. The conduct of Small Value Procurement for the Consulting Services for the BCDA 2019 Stakeholder Satisfaction Study may be delegated to the Corporate Communications Office (end-user unit) as duly authorized by the Bids and Awards Committee for Consultancy. This is in accordance with Section 2(c) of the Guidelines for Shopping and Small Value Procurement by the Government Procurement Policy Board (GPPB) and Annex H of the IRR 9184.
- L. For recording and monitoring purposes, all awards shall be immediately reported with all supporting documents to the Head of the Procurement Entity, through the BAC-C, to ensure compliance with all the conditions and requirements provided for under R.A. 9184, its IRR and related guidelines.

VII. MINIMUM QUALIFICATIONS OF THE CONSULTANT

- A. The CONSULTANT must strictly be a reputable research and/or communications firm which has been in operations for at least two (2) years. In the case of joint ventures, the lead consulting firm should have at least two (2) years of business operation.

- B. The **research team** must be composed of the following four (4) identified key members: **PROJECT MANAGER, RESEARCH EXECUTIVE, DATA PROCESSING SUPERVISOR AND FIELD SUPERVISOR.**
- C. The identified members of the proposed research team must have at least three (3) years experience in communications research as related to his/her function in the team.
- D. The identified members of the proposed research team must have handled at least three (3) research projects which are similar in nature to the requirement (e.g. evaluative research, survey, stakeholder relations studies, etc.) in a capacity related to his/her function in the team.
- E. The CONSULTANT must provide the necessary manpower support for the conduct of the BCDA 2019 Stakeholder Study, as required in the GCG guideline.
- F. 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. The CONSULTANT is mandated to register with the PhilGEPS and provide a PhilGEPS Registration number as a condition for award of the contract.
- G. The CONSULTANT shall be assessed based on the most favorable compliance with the criteria.

VIII. **MINIMUM REQUIREMENTS OF THE CONSULTANT**

A. Technical Proposal:

The CONSULTANT is required to submit the following documents described in Annex H of the Revised IRR of RA 9184 under "Appendix A: Documentary Requirement of Alternative Methods of Procurement as bases for technical evaluation by BCDA.

- 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: **Valid Tax Clearance**
- Annex C: **PhilGEPS Registration Number**
- Annex D: **Company Profile**
- Annex E: **List of similar ongoing and completed projects of the firm** from 15 September 2017 to present (Technical Proposal Form 2)
- Annex F: **CV of Consultant's Assigned Key Team Members**
Each CV should show the length of experience and a list of ongoing and completed projects handled from 15 September 2017 **until the**

present (Technical Proposal Form 2)

Annex G: **Omnibus Sworn Statement** (Technical Proposal Form 3)

Annex H: **2018 Income/Business Tax Return**

B. Financial Proposal :

The CONSULTANT is also required to submit its **Financial Proposal in a separate sealed envelope**. 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. Only the financial proposals of the consultants who meet the minimum technical score of 70% will be opened.

C. Sealing of Proposal:

The CONSULTANT shall enclose its technical proposal and other documentary requirements (Annexes A to H) in one sealed envelope marked "TECHNICAL PROPOSAL," and the financial proposal in **another** sealed envelope marked "FINANCIAL PROPOSAL." Both envelopes will be enclosed in an outer envelope marked "BIDDING PROPOSAL FOR CONSULTING SERVICES FOR THE BCDA 2018 STAKEHOLDER SATISFACTION STUDY."

X. TERMS OF PAYMENT

For the services rendered under the Contract, the CONSULTANT shall be paid the maximum amount of Eight Hundred Thousand Pesos (Php800,000.00), or the total amount indicated in the bid but not higher than the ABC, which is inclusive of all applicable taxes, fees and incidental expenses.

The CONSULTANT shall be paid in full upon submission to and acceptance by BCDA of the Final Report on the BCDA 2019 Stakeholder Satisfaction Study.

XI. LIQUIDATED DAMAGES

The CONSULTANT obligates itself to perform and complete all the Services within the period specified in Annex "C" 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.

XII. SERVICES

A. Standard of Service

The CONSULTANT shall fulfill its obligations under the Contract 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 additional 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.

B. Confidentiality Clause

The CONSULTANT shall hold and maintain confidential all materials and information which shall come into its possession, or knowledge in connection with the Contract or 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 it shall make appropriate instructions to 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 liable to BCDA for the penalty equal to ten percent (10%) of the total consideration stipulated herein.

C. Reservation Clause

BCDA has the right to reject any and all bids, declare a failure of bidding, or award the contract in the following situations:

1. If there is prima facie evidence of collusion between officers or employees of BCDA, or between the BAC or any of its members and any of the bidders, or if the collusion is between or among the bidders themselves, or between a

bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

2. If the BAC found to have failed in following the prescribed bidding procedures;
or
3. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of BCDA, as follows:
 - a. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by BCDA;
 - b. If the project is no longer necessary as determined by BCDA;
 - c. If the source of funds for the project has been withheld or reduced through no fault of BCDA.

D. 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 may be, and the implementation of other sanction as remedies provided by law.

E. CONTRACT TERM

This Contract shall become effective for a period of four (4) months commencing from the date stated in the Notice to Proceed until the approval of the Final Report by BCDA.