

Republic of the Philippines  
Office of the President



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**TERMS OF REFERENCE**

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**Consulting Services for the 2020 Web-based Quad-media Monitoring Project of BCDA**

## 1. BUDGET

The Approved Budget of the Contract (ABC) is Five Hundred Thousand Pesos (Php500,000.00), inclusive of all applicable government taxes and fees.

## 2. OBJECTIVES

The objectives of procuring the services of a CONSULTANT for the Web-based Quad-media Monitoring Project are as follows:

- a. To have a quad-media monitoring system that is cost-effective and efficient;
- b. To make use of readily accessible web-based quad-media monitoring system as a management tool of BCDA that can aid its decision-makers in their decision-making process concerning crucial issues of public concern affecting BCDA; and
- c. To keep abreast of recent news related to BCDA that can be found in quad-media (print, radio, TV, and online).

Pursuant to the above objectives, the CONSULTANT shall provide BCDA with web-based quad-media monitoring services through a user-friendly online monitoring system that can be accessible through the internet for a period of one year. The CONSULTANT must ensure that the following services and deliverables are provided to BCDA:

- a. Daily monitoring of major broadsheets, tabloids, websites, magazines, TV stations, and radio stations;
- b. Establish and maintain a web-based quad-media monitoring system that can be accessed 24-hours a day, seven days a week;
- c. Upload BCDA-related quad-media news with its corresponding media value at the dedicated website not later than 8:00AM from Monday to Sunday;
- d. Archive BCDA news in the web for easy access for a period of one year;
- e. Daily alert via electronic mail (e-mail) on stories that were published;
- f. Provide an online mechanism that will allow users to effectively and efficiently manage their media, through tags, comments, track return of investment of press activities, summary of news exposure, and generate charts;
- g. Present daily alert in a customized format—include weather forecast, exchange rate, summary of articles, and group articles according to search parameters and issues;
- h. Alert BCDA via Short Message Service (SMS) on potential issues that were published;
- i. Provide monthly compilation of monitored articles with its corresponding media value in CD-ROM format; and,
- j. Provide a monthly accomplishment report that will include an analysis of media value, article count, and issues that are found to be relevant to BCDA at a specific period.

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

3.1. The CONSULTANT shall establish a web-based quad-media monitoring system for BCDA by:

- 3.1.1. Selecting and clipping relevant news, photographs, features, supplements, advertorials, bid notices, announcements, and issues in identified quad-media;
- 3.1.2. Uploading the selected news to the CONSULTANT's online facility not later than 8:00AM from Monday to Sunday;
- 3.1.3. Archiving of selected news in the online facility for a period of one year;
- 3.1.4. Providing BCDA with the CD containing all selected articles and stories at the end of every month; and
- 3.1.5. Reporting of monthly accomplishments to include analysis of media value, article count, and issues that are found to be relevant to BCDA for the month.

- 3.2. The online facility to be provided by the CONSULTANT must contain the following features:
  - 3.2.1. User name that will allow selected BCDA employees to access the website containing the uploaded quad-media news;
  - 3.2.2. Easy user navigation and interface for easy access to articles in the search parameters and issues that are relevant at a specific period; and,
  - 3.2.3. Pertinent details about the articles/photos/videos indicated/linked in the website, including but not limited to:
    - 3.2.3.1. Name of News Agency
    - 3.2.3.2. Name of Reporter
    - 3.2.3.3. Related Articles
    - 3.2.3.4. Media Value
    - 3.2.3.5. Page Number
    - 3.2.3.6. Page Layout
  - 3.2.4. Archiving of the articles for at least one month for easy tracking of previously posted press releases and news articles;
  - 3.2.5. Online mechanism that would allow BCDA to effectively and efficiently manage their media by:
    - 3.2.5.1. Allowing users to see real time summary of BCDA’s exposure hits, size and value per media source;
    - 3.2.5.2. Allowing users to identify influential journalists, bloggers and vloggers, and their “spin” on BCDA;
    - 3.2.5.3. Allowing users to identify articles/clips wherein BCDA’s spokespersons are mentioned/interviewed. BCDA’s current spokespersons are:
      - 3.2.5.3.1. Gregorio D. Garcia III
      - 3.2.5.3.2. Vivencio B. Dizon
      - 3.2.5.3.3. Aileen R. Zosa
      - 3.2.5.3.4. Atty. Nena D. Radoc
      - 3.2.5.3.5. BGen Carlos F Quita (Ret)
      - 3.2.5.3.6. Engr. Joshua M. Bingcang
      - 3.2.5.3.7. Atty. Glenda R. Rumohr
      - 3.2.5.3.8. Atty. Elvira V. Estanislao
      - 3.2.5.3.9. Arrey A. Perez
      - 3.2.5.3.10. Leilani B. Macasaet
    - 3.2.5.4. Allowing users to save and add own comments to relevant articles and be able to have online discussions about articles of interest to their group;
    - 3.2.5.5. Allowing users to track return on investment for press activities done per event on the website and be able to come up with reports using excel sheets that are easily generated using the site;
    - 3.2.5.6. Allowing users to tag articles by brand, messaging, topics and issues depending on their specifications/needs;
    - 3.2.5.7. Allowing users to track changes (tags, press activity links, comments) made in articles uploaded in their account;
    - 3.2.5.8. Allowing users to have access to immense archive of ads and articles that is updated on a daily basis, even those outside subscription parameters;
    - 3.2.5.9. Allowing users to generate real time charts according to their preference and needs—daily chart, daily media chart, monthly media chart, monthly publication chart, tags chart, issues chart. These charts are based on real time count, size and value of articles;
    - 3.2.5.10. Providing a noticeable alert for urgent news that need immediate attention and action; and,

3.2.5.11. Providing users a database of journalists and related information that can be viewed in the website that includes contact details, email and designations.

3.3. The CONSULTANT shall use the following search parameters in monitoring BCDA-related news articles, photographs, features, supplements, advertorials, bid notices, announcements, issues and the like.

3.3.1. All BCDA-related quad-media news including features, supplements, advertorials, bid notices, announcements and the like mentioning the Bases Conversion and Development Authority or BCDA;

3.3.2. Main story articles on topics and issues relevant to the agenda of the BCDA based on the following keyboards:

3.3.2.1. BCDA Articles:

- 3.3.2.1.1. Bases Conversion and Development Authority (BCDA)
- 3.3.2.1.2. Build Build Build
- 3.3.2.1.3. Dutertenomics
- 3.3.2.1.4. Subic-Clark-Tarlac Expressway (SCTEX)
- 3.3.2.1.5. Clark Green City Project
- 3.3.2.1.6. New Clark City Project
- 3.3.2.1.7. Gregorio D. Garcia III
- 3.3.2.1.8. Vivencio B. Dizon
- 3.3.2.1.9. Aileen R. Zosa
- 3.3.2.1.10. Engr. Joshua M. Bingcang
- 3.3.2.1.11. Atty. Nena D. Radoc
- 3.3.2.1.12. BGen Carlos F Quita (Ret)
- 3.3.2.1.13. Atty. Joanna Eileen M. Capones
- 3.3.2.1.14. Atty. Elvira V. Estanislao
- 3.3.2.1.15. Atty. Glenda R. Rumohr
- 3.3.2.1.16. Arrey A. Perez
- 3.3.2.1.17. Leilani B. Macasaet
- 3.3.2.1.18. Robert John Sobrepreña
- 3.3.2.1.19. Camp John Hay Development Corporation (CJHDevCo)
- 3.3.2.1.20. Mayor Benjamin Magalong
- 3.3.2.1.21. Taguig Civic Center
- 3.3.2.1.22. Bonifacio South Pointe/BNS Property
- 3.3.2.1.23. National Task Force COVID-19
- 3.3.2.1.24. Mega Swabbing Facilities
- 3.3.2.1.25. Infrastructure Flagship Projects

3.3.2.2. BCDA Subsidiaries/Affiliates (articles without mention of BCDA):

- 3.3.2.2.1. Clark Development Corporation (CDC)
- 3.3.2.2.2. Clark International Airport Corporation (CIAC)
- 3.3.2.2.3. Clark International Airport (CIA)
- 3.3.2.2.4. Poro Point Management Corporation (PPMC)
- 3.3.2.2.5. Poro Point Investment Corporation (PPIC)
- 3.3.2.2.6. Bulk Handlers, Inc. (BHI)
- 3.3.2.2.7. San Fernando Airport
- 3.3.2.2.8. Thunderbird Resorts
- 3.3.2.2.9. John Hay Management Corporation (JHMC)
- 3.3.2.2.10. Camp John Hay
- 3.3.2.2.11. Bataan Technology Park (BTP)
- 3.3.2.2.12. North Rail
- 3.3.2.2.13. Fort Bonifacio Development Corporation (FBDC)

- 3.3.2.2.14. Bonifacio Global City
- 3.3.2.2.15. Bonifacio Art Foundation
- 3.3.2.2.16. Bonifacio Gas Corporation
- 3.3.2.2.17. Bonifacio Water Corporation
- 3.3.2.2.18. New Port City
- 3.3.2.2.19. McKinley West
- 3.3.2.2.20. McKinley Hill
- 3.3.2.2.21. Armed Forces of the Philippines (AFP)
- 3.3.2.2.22. Philippine Army
- 3.3.2.2.23. Philippine Air Force
- 3.3.2.2.24. Philippine Navy
- 3.3.2.2.25. Subic Clark Alliance for Development Council (SCAD-C)
- 3.3.2.2.26. Pampayanang Diego Silang
- 3.3.2.2.27. Centennial Village
- 3.3.2.2.28. SM Aura
- 3.3.2.2.29. Bonifacio Capital District (BCD)
- 3.3.2.2.30. MTD Philippines
- 3.3.2.2.31. Megawide GMR Consortium
- 3.3.2.2.32. Lipad Corporation
- 3.3.2.2.33. Filinvest Land, Inc. (FLI)

3.3.2.3. Industry (articles without mention of BCDA)

- 3.3.2.3.1. Ayala Corporation
- 3.3.2.3.2. Megaworld
- 3.3.2.3.3. Alliance Global Group, Inc.
- 3.3.2.3.4. Camp John Hay Development Corporation (CJHDevco)
- 3.3.2.3.5. Net Group
- 3.3.2.3.6. Metrobank
- 3.3.2.3.7. SM
- 3.3.2.3.8. SM Land, Inc.
- 3.3.2.3.9. SM Aura
- 3.3.2.3.10. Subic Metropolitan Authority (SBMA)
- 3.3.2.3.11. Government Owned and Controlled Corporations (GOCC)
- 3.3.2.3.12. Office of the Government Corporate Counsel (OGCC)
- 3.3.2.3.13. Governance Commission on GOCCs (GCG)
- 3.3.2.3.14. Armed Forces of the Philippines (AFP) Modernization Fund
- 3.3.2.3.15. Taguig City
- 3.3.2.3.16. Taguig Mayor Lino Cayetano
- 3.3.2.3.17. Fil-Estate
- 3.3.2.3.18. Global-Estate Resort, Inc.

3.3.3. BCDA may modify the search parameters to meet its requirements. Such modifications shall be agreed upon by both parties and documented in writing.

3.4. The CONSULTANT shall base his/her/its search on the following publications, website, radio and television networks:

- 3.4.1. Broadsheets (14)
  - 3.4.1.1. Business Mirror
  - 3.4.1.2. Business World
  - 3.4.1.3. Manila Bulletin
  - 3.4.1.4. Philippine Daily Inquirer
  - 3.4.1.5. Philippine Star
  - 3.4.1.6. Manila Times
  - 3.4.1.7. Manila Standard Today
  - 3.4.1.8. Daily Tribune

- 3.4.1.9. Malaya Business Insight
- 3.4.1.10. Sun Star Baguio
- 3.4.1.11. Sun Star Pampanga
- 3.4.1.12. Baguio Midland Courier
- 3.4.1.13. Baguio Herald Express
- 3.4.1.14. Punto! Central Luzon
- 3.4.1.15. iOrbit News
  
- 3.4.2. Tabloids (12)
  - 3.4.2.1. Abante
  - 3.4.2.2. Abante Tonite
  - 3.4.2.3. Balita
  - 3.4.2.4. Bandera
  - 3.4.2.5. Bulgar
  - 3.4.2.6. Pang-Masa
  - 3.4.2.7. People's Journal
  - 3.4.2.8. People's Tonight
  - 3.4.2.9. Pilipino Star Ngayon
  - 3.4.2.10. Remate
  - 3.4.2.11. Remate Tonite
  - 3.4.2.12. Tempo
  
- 3.4.3. Websites (25)  
All online versions of publications monitored including:
  - 3.4.3.1. Abante Online
  - 3.4.3.2. Abante Tonite
  - 3.4.3.3. ABS-CBN News
  - 3.4.3.4. Baguio Midland Courier
  - 3.4.3.5. Baguio Herald Express
  - 3.4.3.6. Balita
  - 3.4.3.7. CNN Philippines
  - 3.4.3.8. DZMM
  - 3.4.3.9. GMA News
  - 3.4.3.10. iNews Philippines
  - 3.4.3.11. InterAksyon
  - 3.4.3.12. iOrbit News
  - 3.4.3.13. Libre
  - 3.4.3.14. MindaNation
  - 3.4.3.15. Mindanao Times
  - 3.4.3.16. Newsbreak
  - 3.4.3.17. Newsbreak
  - 3.4.3.18. Philippine Information Agency
  - 3.4.3.19. Philippine News Agency
  - 3.4.3.20. Punto! Central Luzon
  - 3.4.3.21. Rappler
  - 3.4.3.22. Sun Star Baguio
  - 3.4.3.23. Sun Star Pampanga
  - 3.4.3.24. Thinking Pinoy
  - 3.4.3.25. Yahoo!
  
- 3.4.4. Magazines (16)
  - 3.4.4.1. BizNews Asia
  - 3.4.4.2. Blueprint
  - 3.4.4.3. C! Magazine
  - 3.4.4.4. China Business
  - 3.4.4.5. Condo Living

- 3.4.4.6. Expat
  - 3.4.4.7. Fortune
  - 3.4.4.8. Lifestyle Asia
  - 3.4.4.9. Lifestyle Asia Travel
  - 3.4.4.10. Metro Society
  - 3.4.4.11. People Asia
  - 3.4.4.12. Philippine Business
  - 3.4.4.13. Philippine Graphic
  - 3.4.4.14. Philippine Tatler
  - 3.4.4.15. Philippine Tatler Society
  - 3.4.4.16. Travel Life
  - 3.4.4.17. Travel Lifestyle Asia
- 3.4.5. Television (all news and public affairs programs)
- 3.4.5.1. ABS-CBN 2
  - 3.4.5.2. ABS-CBN News Channel (All Day)
  - 3.4.5.3. ABS-CBN Sports+Action
  - 3.4.5.4. Bloomberg and Bloomberg Philippines
  - 3.4.5.5. CLTV 36
  - 3.4.5.6. CNN Philippines
  - 3.4.5.7. DZMM TeleRadyo – Ch.26 Sky Cable (whole day monitoring)
  - 3.4.5.8. GMA 7
  - 3.4.5.9. GMA News TV
  - 3.4.5.10. IBC13
  - 3.4.5.11. One News TV (Signal)
  - 3.4.5.12. Net25
  - 3.4.5.13. PTV 4
  - 3.4.5.14. Sky Cable 13
    - 3.4.5.14.1. Business and Leisure
    - 3.4.5.14.2. Motoring Today
  - 3.4.5.15. TV5
- 3.4.6. Radio (whole day monitoring)
- 3.4.6.1. DZBB
  - 3.4.6.2. DZMM
  - 3.4.6.3. DZRH
  - 3.4.6.4. DZXL
  - 3.4.6.5. DWIZ
  - 3.4.6.6. DWXI
  - 3.4.6.7. DZRJ
  - 3.4.6.8. DZEC
  - 3.4.6.9. DZAS
  - 3.4.6.10. Inquirer Radio 990
  - 3.4.6.11. TV5 Radio Station 92.3 FM Aksyon
- 3.5. The CONSULTANT shall alert the BCDA via email on the following articles:
- 3.5.1. Any quad-media news, photograph, feature, supplement, advertorial, announcements and the like about BCDA or any of its units;
  - 3.5.2. Any quad-media news, photograph, feature, supplement, advertorial, announcement and the like linking BCDA or any of its businesses with controversial personalities;
  - 3.5.3. Any BCDA-initiated quad-media releases, supplements, bid notices, announcements and the like. BCDA will inform the CONSULTANT of the press-related information it released to the media; and

- 3.5.4. Any quad-media news, photograph, feature, supplement, advertorial, announcement and the like about issues that BCDA may find relevant to its businesses. BCDA will inform the CONSULTANT of the issues that they would like to monitor.
- 3.6. The CONSULTANT shall alert the BCDA via real time Short Message Service (SMS) of an urgent news/article that needs immediate attention and action.
- 3.7. The CONSULTANT shall submit a Monthly Accomplishment Report in hard copy and CD format (2 copies each) to the BCDA Corporate Officer—Central Receiving and Releasing Area with the following report parameters:
  - 3.7.1. The Monthly Accomplishment Report shall be submitted monthly on the date indicated in the Notice to Proceed;
  - 3.7.2. The Monthly Accomplishment Report shall aggregate information on Client, Industry, configured according to specifications agreed between Client and the CONSULTANT;
  - 3.7.3. The Monthly Accomplishment Report shall also include media value, article count and positive or negative news rating, and whether BCDA was the main topic or was just mentioned;
  - 3.7.4. The Monthly Accomplishment Report shall also include media value and article count of issues that were monitored for that period; and
  - 3.7.5. The Monthly Accomplishment Report shall also include analysis of results/charts.

**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. The accomplishment report that will be submitted will be part of the technical proposal.

Each CONSULTANT shall present/demonstrate his/her/its respective quad-media monitoring system to the BCDA Public Affairs Department/Corporate Communications Office.

Each CONSULTANT shall also provide the BCDA a one-week trial period of his/her/its proposed Web-based Quad-media Monitoring site for evaluation purposes.

The technical proposal and the trial of the Web-based Quad-Media Monitoring site shall be the basis in the evaluation of the CONSULTANTS, and shall be given a total weight of one hundred percent (100%). The breakdown are as follows:

<b>Evaluation Criteria</b>	<b>Weight</b>
Technical Proposal	
a) Applicable Years of Experience of the Consultant/Firm (20%)	20%
b) Similar projects completed (20%)	20%
c) Qualification of Personnel who shall be assigned to the project (20%)	20%
d) One Week Trial of the Web-based System (40%)	40%
I. User friendliness and faithfulness to the Scope of Work	
II. Accomplishment report	
<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.



Only the financial proposals of the CONSULTANT who meet the minimum technical score of 70% for each category of the evaluation criteria will be opened.

Only the financial proposal of the CONSULTANT who gets the highest technical rating shall be opened in the presence of the CONSULTANT or the latter's duly authorized representative. 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 have at least two (2) years of experience in online quad-media monitoring.

5.3. The CONSULTANT must have handled at least one (1) similar online quad-media monitoring project for a period of one (1) year.

5.4. The **Quad-Media Monitoring Team** must be composed of the following three (3) key members: **OVERALL PROJECT MANAGER, SYSTEMS MANAGER, and ACCOUNT MANAGER.**

5.5. The identified members of the proposed Quad-Media Monitoring Team must have at least two (2) years of experience in the web-based quad-media monitoring as related to the function in the team.

5.6. The identified members of the proposed Quad-Media Monitoring Team must have handled at least two (2) web-based quad-media monitoring projects which are similar in nature to the requirement in a capacity related to his/her function in the team.

5.7. The CONSULTANT shall be assessed based on the most favorable compliance with the criteria.

## 6. MINIMUM REQUIREMENTS OF THE CONSULTANT

In addition to the **Letter of Intent** in which the CONSULTANT should include the website address and password to access the quad-media web-based system for the one-week trial, 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 Web-Based Quad-Media Monitoring  
  
(The Profile or CV should reflect the number of years of experience in Quad-Media Monitoring).
- Annex F: List of **similar projects handled/completed** in the **past two (2) years**. Projects awarded **on or after November 20, 2018 and completed on or before November 20, 2020**. (Should include duration of project)
- 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 November 20, 2018 **until the present**.
- Annex H: **Accomplishment/Summary of Monitoring Report covering the one-week trial period; and,**
- Annex I: **Omnibus Sworn Statement.**

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

The **Accomplishment/Summary of Monitoring Report** (ANNEX H) covering the one-week trial period is also required to be submitted after the trial period.

## 7. TERMS OF PAYMENT

The CONSULTANT shall be paid a maximum amount of Five Hundred Thousand Pesos Only (Php500,000.00) 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 a one (1) year contract.

The payment will be divided into 12 months, which is equivalent to a one (1) year period, upon submission of a Monthly Accomplishment Report as indicated in Section 3.7 of the Terms of Reference prior to the approval of BCDA.

## 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; and
- 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 one (1) year from the date stated in the Notice to Proceed. (“Effective Term”)

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