

TERMS OF REFERENCE

Early Procurement Activity

Negotiated Procurement through Small Value Procurement

SERVICES FOR THE DESIGN AND CONSTRUCTION OF THE BCDA-JHMC PANAGBENGA FLOAT FOR 2024

PAP-Code GDS-043 (Indicative APP)

I. RATIONALE

Back in 1995, the John Hay Poro Point Development Corporation (JPDC) and Bases Conversion Development Authority (BCDA) approved the holding of a flower festival in Baguio City. The idea of spearheading the holding of the flower festival came from Atty. Damaso E. Bangaoet, Jr., then Managing Director of the JPDC Board of Directors. It was then decided that the Festival be held every February, a practice that has become culture in the City of Baguio.

As the initiator of the festival, JPDC worked with the government, education, business, media and civic organizations. The official logo for the festival was chosen from the entries to the Annual Camp John Hay Art Contest held in October 1995.

The first flower festival was held in 1996. In 1997, it garnered its local name “Panagbenga” coming from the Kankanaey term for “a season for blossoming, a time for flowering”.

II. OBJECTIVES

The general objective is to procure a service provider to provide design and construction services for the BCDA-JHMC Panagbenga float.

III. PROCUREMENT TERMS:

The JHMC invites interested parties that have:

- a. Been involved in float design and building;
- b. Been in operation for at least three (3) years; and
- c. Experience in design conceptualization and construction of floats with the following specifications:

1. Approved Budget of the Contract

Eight Hundred Fifty Thousand Pesos only (PhP 850,000.00) inclusive of all applicable taxes and fees

2. Scope

The winning bidder shall be in charge of the design and construction of an original BCDA-JHMC float as entry for the Panagbenga 2024

3. Deliverables

- 3.1 Float design conforming with the concepts coordinated by the BCDA-JHMC
- 3.2 Venue for float preparation (fully enclosed with abundant water and electricity)
- 3.3 Float construction
 - 3.3.1 Construction including welding and carpentry works
 - 3.3.2 Florist fees
 - 3.3.3 Flowers
 - 3.3.3.1 chrysanthemums of different varieties and colors
 - 3.3.3.2 anthuriums of different varieties and colors
 - 3.3.3.3 special flowers such as orchids, sunflowers (big), gladiola of different varieties and colors, liliums, as necessary for the approved design
- 3.4 Use of Vehicle (elf-type) with driver

4. Components of the Technical Proposal

A minimum of one (1) proposed design for the BCDA-JHMC Panagbenga Float

5. Minimum Qualifications for Bidders

- 5.1 Bidder must be a reputable float maker that has been involved in design and construction for at least three (3) years.
- 5.2 The bidder must be registered online with the Philippine Government Electronic Procurement System (PhilGEPS) as a legitimate service provider for government requirements.
- 5.3 The bidder must have produced at least two (2) projects which are similar in nature to the requirements.

6. Timetable

For this project, the presentation of concept to the delivery of the actual float shall be within three (3) months from the actual receipt of Notice to Proceed (NTP) to the actual

date of the Panagbenga Float Parade, subject to change. JHMC will inform the winning bidder of any changes to the project schedule.

7. Methodology

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

8. Evaluation Criteria for Selection of Bidders

In accordance with the provisions of the revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), the evaluation criteria is as follows

Evaluation Criteria	Weight
a) Applicable Experience	20%
b) Similar projects handled	20%
c) Plan of approach and project methodology: - relevance of concept to the requirement (30%) - creativity of the concept (30%)	60%
TOTAL	100%

JHMC shall rank the bidders 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 bidder who gets the highest technical rating shall be opened. Total calculated bid prices which exceed the approved budget for the contract shall not be considered.

The financial proposals shall not exceed the approved budget for the contract which is Eight Hundred Fifty Thousand Pesos (PhP 850,000.00) 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 Winning bidder shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The Winning Bidder 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-JHMC. To attain these, the Winning Bidder shall provide personnel with sufficient classifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the Winning Bidder in accordance with the instructions or directions made or to be made by the JHMC at anytime before its completion. The Winning Bidder shall conduct regular consultation with JHMC in relation to the undertaking of its responsibilities under the Contract Agreement.

10. Confidentiality Clause

The Winning Bidder warrants the full confidentiality of all information gathered for the contract given by JHMC, unless the latter indicates the contrary. The Winning Bidder 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 JHMC.

11. Liquidated Damages

The Winning Bidder 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 Winning Bidder fail to complete the services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to JHMC by the Winning Bidder 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 JHMC for each calendar day of delay until the Services are completed.

12. Conflict of Interest

The Winning Bidder and its key staff, who may be directly associated with entities that may have an interest in or bias against any JHMC project, shall divulge the extent of its conflict with JHMC. The Winning Bidder agrees that the conflict of interest may be a ground for JHMC to terminate the contract.

13. Terms of Payment

For services to be rendered, JHMC shall pay the Winning Bidder in the following manner:

- 13.1 Fifteen percent (15%) mobilization fee
- 13.2 Forty-five percent (45%) upon submission and approval of the concept and design of the float
- 13.3 Forty percent (40%) upon accomplishment and acceptance of the final works.

14. Settlement of Disputes

The Parties agree to resolve any dispute that may arise between them with respect to the 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 Baguio City, Philippines.

15. Anti-Corruption Policy

The Winning Bidder 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 the Contract without the need for judicial action. Such rescission or termination shall be immediately effective upon service of notice to the Winning Bidder.

16. Contract Term

The Contract shall take effect from the date stated in the Notice to Proceed (NTP) and shall remain in force and effect until February 28, 2023.