

TERMS OF REFERENCE

CONCEPTUALIZATION AND PRODUCTION OF A VIDEO CAMPAIGN SHOWCASING THE BUSINESS PERMITS AND LICENSING DEPARTMENT'S (BPLD) DIGITAL INNOVATIONS, PROGRAMS, AND ACHIEVEMENTS TO PROMOTE EASE OF DOING BUSINESS IN QUEZON CITY

I. BACKGROUND/ANTECEDENT

The **Business Permits and Licensing Department (BPLD)** of Quezon City acknowledges the vital role of digital innovation in building a more efficient, transparent, and accessible business environment. In pursuit of its mission to streamline services and improve the ease of doing business, the BPLD has implemented a range of **technology-driven solutions**, including **AI-powered systems** and fully digitized permit processing platforms.

These efforts are aligned with the **national government's digital-first agenda**, which promotes the use of emerging technologies to enhance public service delivery while maintaining regulatory compliance and sound business practices.

To build awareness, foster adoption, and highlight the impact of these digital innovations, the BPLD proposes the **conceptualization and production of a video campaign**. This initiative will serve as a powerful communication tool to:

- Showcase BPLD's digital advancements in business permit application and renewal;
- Encourage the Quezon City business community to adopt these seamless, user-friendly platforms;
- Highlight Quezon City's commitment to **smart governance** and **AI integration**; and
- Reinforce the city's position as a **business-friendly and future-ready hub** that supports innovation, entrepreneurship, and sustainable economic growth.

This campaign will be disseminated through **social media platforms, press releases, and targeted outreach events** to maximize visibility and impact.

II. OBJECTIVE

The video campaign aims to achieve the following:

1. **Promote Ease of Doing Business**
Streamline the business permit application and renewal processes by reducing bureaucratic barriers and improving efficiency through digital means.
2. **Enhance Accessibility**
Highlight the availability of a user-friendly, online permitting platform that allows 24/7 access, eliminating the need for in-person transactions.
3. **Foster Innovation**
Support entrepreneurship by showcasing a robust, tech-enabled ecosystem that encourages innovation and simplifies business compliance.
4. **Drive Economic Growth**
Attract, retain, and support businesses in Quezon City by promoting a responsive and forward-thinking local government.
5. **Showcase AI Integration**
Emphasize the use of AI-driven solutions in public service, reinforcing Quezon City's role as a leader in digital governance.



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6. **Promote BPLD Digital Programs**

Communicate the department's ongoing digital transformation initiatives that enhance service delivery, compliance monitoring, and business support services.

III. PROJECT SCOPE OF WORK

To achieve the objectives of this project, the **Service Provider** shall undertake the following tasks:

1. **Collaborate with BPLD**

Engage in strategic planning sessions with the BPLD to finalize the **content direction, messaging, creative approach, and key communication objectives** for each video.

2. **Conduct Video Shoots**

Film **interviews, on-site features, and visual content** at designated locations in coordination with a BPLD representative. All shoots must reflect the professionalism and branding standards of Quezon City.

3. **Produce High-Quality Videos**

Deliver **professionally edited videos** incorporating **motion graphics, text overlays, background music, voiceovers, and other enhancements** necessary for effective storytelling and audience engagement.

4. **Ensure Compliance with Data Privacy Regulations**

Comply with the **Data Privacy Act of 2012 (RA 10173)** in all phases of production, especially when handling interviews, footage of individuals, or sensitive data. Consent forms and proper documentation shall be secured where necessary.

5. **Allow for Revisions**

Accommodate up to **two (2) rounds of revisions** for each stage of production, including **scriptwriting, filming, and post-production editing**, to ensure alignment with BPLD's standards and expectations.

Services, Outputs, and Deliverables

The **primary deliverable** of this project is the production of **two (2) high-quality, professionally crafted videos** that will effectively showcase BPLD's digital transformation initiatives and promote Quezon City as a leading hub for innovation and business-friendly governance.

No.	Title	Duration
1	Nano Business Registration	Minimum of 3 minutes
2	iDeclare Easy Online Process	Minimum of 3 minutes

The Service Provider shall deliver the following for each video:

- **Concept outline and content direction**
- **Script drafts and final scripts**
- **Raw footage and final edited versions** (in HD and web-ready formats)
- **Subtitles, captions, and voiceovers** as applicable
- **B-rolls and interview footage**, including all raw assets
- **Documentation of locations, interviews, and consent forms**

Note:

All production activities—including **planning, filming, and editing**—shall be conducted **within Quezon City and other areas in the National Capital Region (NCR)** as necessary.



IV. PROJECT STANDARDS & REQUIREMENTS

The Conceptualization and Production of a Video Campaign Showcasing the Business Permits and Licensing Department's (BPLD) Digital Innovations, Programs, and Achievements to Promote Ease of Doing Business in Quezon City should have the required qualifications under the New Government Procurement Act (NGPA) or the Republic Act No. 12009 to be eligible to submit bids and other applicable existing Auditing Rules and Regulations. In addition, the service provider should have the following minimum qualifications:

- **In-House Creative and Production Capability**
Must have an established in-house team composed of at least ten (10) qualified professionals, each with a minimum of five (5) years of relevant industry experience in their respective fields (e.g., creative direction, production, editing, copywriting, etc.).
- **Proven Track Record**
Demonstrated experience and successful delivery of projects in marketing communications, advertising, graphic design, copywriting, audiovisual production, and social media management for reputable corporate and/or government clients within the last five (5) years.

V. PROJECT DURATION, BILLING STATEMENT AND TERMS OF SERVICE

The project shall be completed and delivered until December 31, 2026 upon issuance of the Notice to Proceed (NTP).

VI. APPROVED BUDGET OF THE CONTRACT

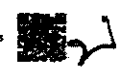
- 1) The total Approved Budget for the Contract (ABC) is **Five Hundred Thousand Pesos Only (PhP500,000.00)**, inclusive of incidental expenses and other applicable government fees and charges.
- 2) **No Price Adjustment**

The Project Cost shall be fixed and there shall be no price adjustments applicable for the duration of the contract except when the operations costs are increased by more than 10% as a result of any extraordinary circumstance as determined by the National Economic Development Authority (NEDA). Pursuant to the provisions of RA 12009 and its IRR on contract price escalation, all contract price escalation shall be approved by the Government Procurement Policy Board (GPPB).

VII. PAYMENT SCHEDULE

Payment shall be made to the Service Provider upon satisfactory completion of the project and acceptance of all deliverables by the Business Permits and Licensing Department (BPLD). The deliverables must be submitted in accordance with the agreed specifications, timelines, and quality standards outlined in this Terms of Reference (TOR).

All payments shall be processed in accordance with applicable government accounting and auditing rules and regulations.



VIII. CONFIDENTIALITY AGREEMENT

The provider shall, at all times, observe strict confidentiality and shall not disclose information or materials which comes into its possession and shall not use the same in any manner or purpose. For this purpose, the winning bidder shall execute and sign a Confidentiality and Non-Disclosure Undertaking upon receipt of the Notice to Proceed (NTP).

IX. CONTRACTUAL RELATIONS

- 1) It is hereby acknowledged that the provider, its personnel, staff, and representatives do not have any authority to incur, and agree not to incur, any obligation or liability, whether express or implied, on behalf of the Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD.
- 2) The provider is being engaged as an independent contractor, and employer-employee relationship only exists between the provider and its personnel, staff, and representative. The provider shall properly inform its personnel, staff, and representatives that it retains its power of control and supervision over its concerned personnel, staff, and representatives and work to be performed. It shall be the exclusive responsibility of the provider to comply with all pertinent labor laws, rules and regulations concerning the employment of its personnel, staff, and representatives, including the payment of their salaries, wages, and other wage-related benefits.
- 3) The provider hereby agrees that Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD, shall be free from any claims, liability or cause of actions which may be filed by any of the provider's personnel, staff, and representatives by reason of his/her employment with the provider under this contract, except as to its liabilities expressly mandated by applicable laws. Accordingly, the provider's personnel, staff, and representatives shall remain its employee and not of the Quezon City Government or that of BPLD.
- 4) The provider agrees to defend and indemnify the Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD, for any obligations, claim, suit or demand for tax, retirement contribution, social security, salary or wages, overtime payment, or worker's compensation payment which the BPLD may be required to make on behalf of the provider or any employee of the provider, for work done under this contract. This is a continuing obligation that survives for a period of five (5) years from the completion of the services or from the effective date of termination of this contract.
- 5) To the fullest extent permitted by law, the provider shall also indemnify, defend, and hold harmless the Quezon City Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BPLD, from and against any and all liability (including without limitation of all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorney's fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of either the provider, its personnel, staff, and/or its representatives. In the event of a complaint for discrimination or harassment against the provider, any of its personnel, staff, and/or representatives, the provider shall take immediate and appropriate action or remedy in response to such complaint. The provisions of this paragraph survive for a period of five (5) years from the completion of the services or from the effective date of termination of this contract.



X. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

- 1) The provider shall not contract with any other entity to perform in whole or in part the services required under this contract, without the express written approval of the Quezon City Government through the BPLD.
- 2) This contract or any interest herein may not be transferred, assigned, conveyed, or encumbered voluntarily or by operation of law, whether for the benefit of the creditors or otherwise, without the prior written approval of the Quezon City Government through the BPLD.

XI. APPLICABILITY

These Terms of Reference (TOR) shall form part of the bidding documents and contract pertaining to the Conceptualization and Production of a Video Campaign Showcasing the Business Permits and Licensing Department's (BPLD) Digital Innovations, Programs, and Achievements to Promote Ease of Doing Business in Quezon City.

XII. GOVERNING LAW AND DISPUTE RESOLUTION

- This Agreement shall be governed and constructed in accordance RA 12009 and applicable existing Auditing Rules and Regulations in the Philippines. In the event of any deterrence or dispute arising between the parties relating to the validity, interpretation, construction, or dispute by consultation, negotiation, and mediation within thirty (30) days from notice.
- Should any dispute arise from this contract, the parties shall try to settle them amicably. However, if the parties fail to settle their disputes amicably, the venue for litigation shall be before the competent courts of Quezon City, to the exclusion of all other courts.
- Failure of either party to enforce its rights under this contract at any time for any period shall not be construed as a waiver of such rights. If any part, term, or provision of this contract is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this contract shall be affected. Neither party shall assign or transfer all or any of part of its rights under this contract without the consent of the other party.

XIII. AMENDMENT

This contract may not be altered, amended, or substituted by another through any act of tolerance or verbal agreement of any party thereto or its representative. Any alteration, amendment or substitution may only be valid if made in writing and duly signed by either contracting parties or their duly authorized representatives. This contract constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this contract was made fraudulently and, save as may be expressly referred to or referred herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.

XIV. SEVERABILITY

If any provision of this contract is held to be illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remainder of this document shall not be affected. In such a case, then unenforceable term had never been included or written.



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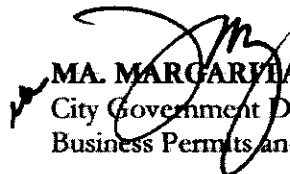
XV. PENALTIES FOR BREACH OF CONTRACT

Failure to deliver the services according to the standards and requirements set by the Quezon City Government shall constitute an offense and shall subject the service provider to penalties and/or liquidated damages pursuant to the provisions of RA 12009 and its Implementing Rules and Regulations (IRR).

XVI. CANCELLATION OR TERMINATION OF CONTRACT

The guidelines contained in RA 12009 and its IRR shall be followed in the termination of any service contract. In the event that the Quezon City Government terminates the contract due to default, insolvency, or for cause, it may enter into a negotiated procurement pursuant to RA 12009 and its IRR.

The Terms of Reference (TOR) endorsed, reviewed and certified by:


MA. MARGARITA MEJIA, DPA
City Government Department Head III
Business Permits and Licensing Department (BPLD) *AB*

