**BANGSAMORO COMMISSION FOR THE**

**PRESERVATION OF CULTURAL HERITAGE**

**Terms of Reference (TOR) for Consultancy Services on**

**THE COMPILATION AND ANNOTATION OF PRIMARY SOURCES RELATIVE TO BANGSAMORO HISTORY IN ARCHIVAL HOLDINGS**

1. **Background/Rationale**

By virtue of the Republic Act No. 10054, otherwise known as the Bangsamoro Organic Law (BOL), and the Bangsamoro Autonomy Act No. 13, otherwise known as the Bangsamoro Administrative Code, the Bangsamoro Commission for the Preservation of Cultural Heritage (BCPCH) was established to be the lead agency for the preservation and promotion of the Bangsamoro’s distinct culture, and heritage. The same laws also stipulates that the BCPCH has the primary responsibility to facilitate the writing of Bangsamoro history from the perspective of the Bangsamoro people.

Writing the history of the Bangsamoro would require the utilization of primary sources that are scattered in different archives, libraries and private collections. As such, this Project aims to maximize the acquisition and compilation of primary sources relative to the history of the Bangsamoro and make them accessible to all stakeholders.

1. **Objectives**

The general objective of this Project is to maximize the collection of primary sources that is integral to the historical narrative of the Bangsamoro. Specifically, it aims to:

1. Develop a Bangsamoro historiography that would define the struggle of the Bangsamoro to exercise their right to self-determination;
2. Provide a comprehensive account of the past, from the lens of primary sources, in order to understand the present context of the Bangsamoro; and
3. Promote further studies on the distinct culture and history of the Bangsamoro.

1. **Scope of Work**

The conduct of the Compilation and Annotation of Primary Sources on Bangsamoro History shall entail the following activities:

1. Undertake the acquisition, translation and annotation of primary sources relative to the history of the Bangsamoro, which shall include, but not limited to, the conduct of archival research, and other methods of data collection.
2. Draft a Compilation and Annotation of Primary Sources on Bangsamoro History in line with the adopted Framework for the Writing of Bangsamoro History by the BCPCH;
3. Provide editorial services to the draft output; and
4. Designing the layout and printing of the final output in book form.
5. **Project Duration**

The Consultant shall be engaged for a period of twelve (12) months reckoned from the issuance of the Notice to Proceed or commencement of the undertaking according to the date indicated in the NTP.

1. **Deliverables/Timelines/Payment Schedule**

**Implementation Period.** The study shall be completed within twelve calendar months, commencing from the date of receipt by the Service Provider of the Notice to Proceed (NTP). The main output will be a draft *Compilation and Annotation of Primary Sources on Bangsamoro History*, which shall feature important primary sources on Bangsamoro History that is reflective of the Bangsamoro’s journey towards peace, justice and self-determination. Billing for the Service Provider’s remuneration shall be in accordance with the, delivery schedule below and subject to the usual government accounting and auditing requirements.

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| **Deliverables** | **Timeline** | **Payment Schedule of Service Provider’s Remuneration** |
| Submission of **Workplan and Content Outline** (3 hard copies with electronic copy, which include among others the proposed strategy and timetable for the research project, content outline, and the assigned authors. | Within three (3) weeks from the receipt of the Notice to Proceed (NTP) | 15% upon acceptance of the Workplan and Content outline by the BCPCH. |
| Submission of **1st Progress Report** (3 hard copies with electronic copy), which shall indicate the activities conducted by the Service Provider in relation to the research project, and topic outline of the researchers. | Within three (3) months from the receipt of NTP. | 15% upon acceptance of 1st Progress Report by the BCPCH. |
| Submission of **2nd Progress Report** (3 hard copies with electronic copy), which shall include details of the activities conducted by the Service Provider in relation to the research project. | Within six (6) months from the receipt of NTP. | 15% upon acceptance of the 2nd Progress Report by the BCPCH. |
| Submissionof **Draft Compilation and Annotation of Primary Sources on Bangsamoro History** (3 hard copies with electronic copy), with proper citations and references. | Within eight (8) months from the receipt of NTP. | 15% upon acceptance of the Draft History of the Bangsamoro by the BCPCH. |
| Presentation to the BCPCH Commissioners for comments and inputs. | Within eight (8) months from receipt of NTP. |  |
| Submission of **Final Draft of the Compilation and Annotation of Primary Sources on Bangsamoro History** (3 hard copies with electronic copy), which shall integrate inputs/comments from BCPCH Commissioners and stakeholders. | Within ten (10) months from receipt of NTP. | 15% upon acceptance of the Final Draft of History of the Bangsamoro by the BCPCH. |
| Submission of **Revised Final Draft of the Compilation and Annotation of Primary Sources on Bangsamoro History** (5 hard copies and electronic copy).  Printing and Publication of the Compilation and Annotation of Primary Sources on Bangsamoro History of 100 copies/set. | Within twelve (12) months from receipt of NTP. | 15% upon acceptance of the Revised Final Draft of History of the Bangsamoro and Revised Annotations on Primary Sources Utilized During the Project by the BCPCH. |

10 percent retention rate

The Service Provider is required to provide orientation/briefing on each of the output reports mentioned above to the BCPCH Review Committee, as needed.

1. **Mode of Procurement and Approved Budget for the Contract (ABC)**

The mode of procurement for the Consultancy Services shall be undertaken through public bidding in accordance with Republic Act No. 9184 and its Revised IRR.

The ABC for the proposed undertaking is **Seven Million Seven Hundred Thousand Pesos (Php. 7,700,000.00)**, of which Five Million Six Hundred Sixteen Thousand Pesos (Php. 5,616,000.00) is for remuneration and Two Million Eighty-Four Thousand Pesos (Php. 2,084,000.00) is for Administrative Overhead. The ABC is also inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs, which shall be paid on reimbursement basis (e.g. communication expenses, office supplies and other expenses deemed necessary for the study as certified/approved by the BCPCH. The breakdown of the ABC is as follows:

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| **THE CONDUCT OF THE WRITING BANGSAMORO HISTORY** | |
| **Particulars** | **Total Contract Price** |
| **Amount in (Php)** |
| 1. Remuneration | 5,616,000.00 |
| 1. Reimbursable Expenses | 2,084,000.00 |
| 1. Consultations/Meetings | 500,000.00 |
| 1. Data Gathering | 1,000,000.00 |
| 1. Training supplies, materials, and other incidentals | 84,000.00 |
| 1. Production of drafts (softcopy in PDF form and at least 100 hard copies/sets) | 500,000.00 |
| **GRAND TOTAL** | **7,700,000.00** |

1. **Qualification of Service Provider**

Prospective Service Provider should be a Firm that has been involved in academic research work for the last two (2) years.

The Firm shall form a Research Team for this Project which shall comprise of:

1. **Project Manager (1)**

The Project Manager shall be primarily responsible to oversee and monitor the implementation of the Project. S/He shall be the main representative of the Firm that shall coordinate and communicate with the Review Committee of the BCPCH.

The Project Manager shall have the following qualifications:

1. Must have at least a doctorate degree in History or other relevant fields of social sciences;
2. At least ten (10) years of work experience in research; and
3. A bonafide Bangsamoro.
4. **Administrative Aide (1)**

The Administrative Aide shall be responsible in gathering all relevant documents, as well as documentation during the conduct of the project. S/He shall assist the Project Manager in providing administrative support during the entire duration of the project.

The Administrative Aide shall have the following qualifications:

1. Must have at least a bachelor’s degree; and
2. At least one (1) year of work experience in administration.
3. **Proofreaders (2)**

The proofreaders shall assist the Researchers in proofreading and editing the data gathered during the Project.

The Proofreaders shall have the following qualifications:

1. Must have a Bachelor’s degree in English, communications, journalism or other related fields; and
2. At least one (1) year of work experience in proofreading and editing for publications.

1. **Researchers (5)**

The Researchers shall be responsible for the acquisition, compilation, annotation, and translation of the primary sources.

The Researchers shall have the following qualifications:

1. Must have at least a master’s degree in history or other related fields of social sciences (with PhD is an advantage);
2. With known published works on Bangsamoro History or related fields;
3. At least five (5) years of work experience in research; and
4. Preferably a Bangsamoro.
5. **Research Assistants (10)**

The Research Assistants shall assist the Researchers in conducting literature review, preparing fieldwork material, consolidating data, and content editing.

The Research Assistants shall have the following qualifications:

1. Must have at least a bachelor’s degree in history or other related fields of social sciences;

1. At least one (1) year of work experience in research; and
2. Preferably Bangsamoro.

Prospective Consulting Firms are required to submit the following documents for verification purposes:

1. Class “A” Documents

Legal Documents

1. Registration from the Securities and Exchange Commission (SEC), or any proofs of such registration;
2. Valid Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located; and
3. Valid Tax Clearance Certificate per Executive Order No. 398, Series of 2005, reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

1. Statement of prospective bidder of all its ongoing and completed government and private contracts (properly labelled), including contracts awarded but not yet started, if any, whether similar, relevant, or not similar/relevant in nature and complexity to the contract to be bid as defined in the EDS, within the relevant time period.

1. Compilation of the updated curriculum vitae (CVs) of the members of the Research Team that would show, at the very least, the members’ educational background, related trainings, relevant experience (in month and years with detailed description/discussion on the nature and scope of works/services rendered), and list of publications that are relevant to the Project (for Researchers).
2. At least one (1) Certification of Completion and Acceptance or equivalent Certification from their previous related studies/projects within the past twenty (20) years.

Financial Documents

The Service Provider’s audited financial statements, showing among others, the Service Provider’s total current assets and liabilities, stamped “received” by the BIR, or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

1. Class “B” Documents

Valid JVA, in case a JV is already in existence. In the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful, shall be included in the bid. Failure to enter into a JV in the event of a contract award shall be ground for the forfeiture of bid security. Each JV partner shall submit the legal eligibility document. The submission of technical and financial documents by any of joint venture partners constitutes compliance.

Selection of qualified candidates for shortlisting is rated based on the Criteria for Evaluation in **ANNEX A**.

Participating shortlisted Service Providers shall be evaluated using the Quality-Cost Based Evaluation (QCBE) pursuant to the IRR of R.A. No. 9184, and based on the following criteria with a hurdle rate set at 70%:

1. Technical Proposal : 80%
2. Financial Proposal : 20%

1. **Retention Payment**

A retention payment of ten (10%) shall be withheld. It shall be based on the total amount due to the Service Provider (net of the estimated cost for the conduct of the survey) prior to any deduction and shall be retained from every progress payment until fifty (50) percent of the value of the Project, as determined by the BCPCH, is completed. If after fifty (50) percent completion, the Project is satisfactorily completed and on schedule, no additional retention shall be made; otherwise, the ten (10) percent retention shall be imposed.

The total “retention money” shall be due for release upon approval of the Completion Report. The Service Provider may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees, or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the BCPCH, provided that the Project is on schedule and is satisfactorily undertaken. Otherwise, ten (10) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the BCPCH shall be valid for the duration of the contract.

1. **Liquidated Damages**

Where the Service Providers refused or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the Service Provider shall pay the BCPCH for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. Should the amount of liquidated damages reach ten percent (10%) of the contract amount, the BCPCH may, at its own discretion, terminate the contract without prejudice to any further action it may take to recover whatever losses incurred due to the non-performance of the Service Provider.

To be entitled to such liquidated damages, the BCPCH does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the Service Provider under the contract and/or shall be paid by the Service Provider within five (5) days from notice of such default, whichever is convenient to the BCPCH.

1. **Extension of Contract**

Extension of Contract duration may be granted by the BCPCH in case of any necessary contract variation or additional work that would render the completion of the project as originally scheduled impossible, provided that the Service Provider is not at fault with respect to the circumstances causing the need for such extension. Any contract extension shall be at no cost to the BCPCH.

Any request for extension of contract duration shall be made by the Service Provider in writing, including the full details of the circumstances underpinning the request as well as the justification/s for such extension. The BPCH, upon receipt of the Service Provider’s request, shall make a determination on the validity thereof, and shall agree with the Service Provider on the appropriate amount of extension of contract duration should it find said request justifiable and meritorious.

No extension of contract time shall be granted the Service Provider due to inexcusable failure or negligence to provide the requirement.

No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the contract time during the conduct of detailed preparation of the contract documents as agreed upon by the parties before contract perfection.

**ANNEX A: SHORTLISTING CRITERIA FOR THE CONSULTING SERVICES ON THE COMPILATION AND ANNOTATION OF PRIMARY SOURCES ON BANGSAMORO HISTORY**

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|  | **For Firm’s Nominated Service Provider** |
| **I. Qualification of Service Provider** | **80** |
| 1. Education | 10 |
| 1. Training | 20 |
| 1. Experience | 50 |
| **II. Current workload relative to capacity** | **20** |
| **Grand Total** | **100** |
| **Hurdle Rate** | **70** |

**NOTE:** The individual or personnel of the consulting firm who may be assigned to the job under consideration will be evaluated based on the above shortlisting criteria.