

Republic of the Philippines
Office of the President



TERMS OF REFERENCE

**Consulting Services for the Development of the Clark Brand Concept, Positioning
and Identity**

RATIONALE:

Mandated to transform former US military bases into alternative productive civilian use, the Bases Conversion and Development Authority (BCDA) has remained strongly committed to deliver on its mandate of (a) contributing to the modernization of the Armed Forces of the Philippines, (b) making an impact on regional synergy and socio-economic development, and (c) generating economic opportunities for all arising from gains in its special economic zones.

Currently, BCDA is embarking on new infrastructure and real estate development projects to catalyze and speed up economic activities and growth in Central Luzon, specifically Clark, namely:

- a) Development of the future metropolis, the New Clark City;
- b) Construction of the Clark International Airport Passenger Terminal Building; and
- c) Development of the Luzon Bypass Infrastructure Network.

To assist in the delivery of these projects, it is necessary to promote and market these to potential local and international companies. With this in mind, the development of an updated, global, strong and holistic brand concept, positioning and identity for Clark (covering the Freeport Zone, International Airport, New Clark City and Clark Global City) is therefore imperative to be able to promote Clark successfully to local and international potential business partners, agencies, locators, tourists and locals to obtain valuable support from these entities. In addition, enhancing and updating Clark's brand concept, positioning and identity will also greatly help Clark to attract more foreign direct investments vis-à-vis other countries through strengthening the stakeholders' brand recall and "Top of Mind" perspective with Clark and its association with these projects.

OBJECTIVE:

The general objective of the development of Clark's brand concept, positioning and identity is to:

1. Position Clark as the new hub for investment, and business, as well as a tourism, lifestyle, food, outdoor and sports destination;
2. To differentiate Clark from its competitors (i.e. Vietnam, India, Singapore, etc.);
3. Increase awareness and create value for Clark as the preferred destination for investment, business, tourism, lifestyle, food, outdoor and sports activities;
4. Create buzz and excitement for Clark as the newest center in Asia;
5. Strengthen the stakeholders' brand recall and "Top of Mind" perspective of Clark as a new Investment Hub; and,
6. Align and synergize the marketing and promotions efforts undertaken by Bases Conversion and Development Authority, Clark Development Corporation, Clark International Airport, New Clark City and Clark Global City through the consistent and proper application of the Clark brand.

Based on these objectives, the consultant shall conceptualize and develop a holistic brand concept, positioning, and identity for Clark.

PROCUREMENT TERMS:

The Bases Conversion and Development Authority (BCDA) is inviting all interested communications, marketing, advertising, and creative firms which have (a) been involved in brand development and brand building, (b) been in operation for **at least three (3) years**, and (c) experience in conceptualization and development of brand concepts, positioning, identities and strategies to submit their bid based on the following specifications:

1. BUDGET: ONE MILLION PESOS ONLY (Php1,000,000.00)
Inclusive of any and all applicable taxes and fees

2. SCOPE OF WORK:

2.1 The Consultant shall be in charge of the conceptualization and development of an **original:**

2.1.1 CLARK BRAND CONCEPT, THEME, POSITIONING, AND TAGLINE FOR CLARK (COVERING CLARK FREEPORT ZONE, CLARK INTERNATIONAL AIRPORT, NEW CLARK CITY AND CLARK GLOBAL CITY)

- a. Conceptualization of a distinct concept, theme, campaign or positioning for Clark
- b. Conceptualization of selling line or tagline for the new Clark Brand that enables easier brand recall

2.1.2 CLARK BRAND IDENTITY/LOGO AND ITS APPLICATION GUIDELINES

- a. Conceptualization and development of the Clark logo
- b. Conceptualization and development of the Clark brand identity guidelines and manual

2.1.3 CLARK KEY VISUALS

- a. Conceptualization development of the Key Visuals to be used for communicating the newly developed Clark brand concept, positioning and identity for traditional and digital channels

2.2 Turn-over all other BCDA raw materials (designs, photos, videos, writings and/or documents) and all electronic files, official design, and layout of the Clark brand identity/logo, branding manual/guidelines, and key visuals in both Adobe InDesign/Adobe Photoshop and PDF format in an external hard drive.

3. DELIVERABLES

- 3.1.** Concept, Theme, and Positioning of the Clark Brand;
- 3.2.** Selling line or Tagline for the Clark Brand;
- 3.3.** Logo Design; and
- 3.4.** Concept and design for the Key Visuals which will be used in communicating the Clark Brand through traditional and digital channels.

4. COMPONENTS OF TECHNICAL PROPOSAL

The Consultant shall prepare a comprehensive creative proposal for the Branding Project which will include:

- 4.1. A minimum of one (1) proposed concept and Positioning of the Clark Brand;
- 4.2. A minimum of one (1) proposed theme and tagline of the Clark Brand;
- 4.3. A minimum of one (1) proposed Logo Design; and,
- 4.4. One (1) proposed concept and design for the Key Visual which will be used in Communicating the Clark Brand through traditional and digital channels Brand.

5. CREATIVE TEAM

The creative team shall be composed of two (2) members. The proposed members are:

- 5.1. One (1) over-all Account Director/Manager dedicated to the BCDA account and on call by BCDA to ensure quality output and timely execution of the plan; and,
- 5.2. One (1) creative/art director/graphic artist who will provide the overall concept design as well as provide creative/art directions.

Aside from the main members of the creative team, the consultant may assign other project staff whose functions and specializations are necessary to accomplish the aforementioned deliverables.

6. MINIMUM QUALIFICATIONS OF THE CONSULTANT

- 6.1. The Consultant must be a reputable corporate communications, marketing, advertising, and creative firm which has been involved in brand development and brand building, and has been in operation for at least three (3) years.
- 6.2. 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.
- 6.3. The Consultant must have produced at least two (2) projects which are similar in nature to the requirement (e.g. brand development, etc.) amounting to 50% of the Approved Budget for the Contract (ABC).

7. TIMETABLE

The timetable for this project from presentation of concept to submission of final concept is one (1) month from the Consultant's actual receipt of the Notice to Proceed (NTP). Date may be subject to change. BCDA will inform the Consultant of any changes to the project schedule.

8. METHODOLOGY

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

9. EVALUATION CRITERIA FOR SELECTION OF BIDDERS

BCDA shall evaluate those who have submitted Expressions of Interest, in accordance with the provisions of the revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The evaluation criteria is as follows:

Evaluation Criteria	Weight
a) Applicable Experience of the Consultant/Firm (20%)	20%
b) Similar projects handled (20%)	20%
c) Plan of Approach and Project Methodology (60%)	60%
i. Relevance of the Concept to BCDA's requirement (30%)	
ii. Creativity of Concept (30%)	
Total	100%

An oral presentation of the Technical Proposal and the corporate profile of the Consultant is required as part of the evaluation.

BCDA shall rank the consultants 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 proposal of the consultant who gets the highest technical rating shall be opened—in their presence. Total calculated bid prices which exceed the approved budget for the contract shall not be considered. The name of the consultant, the quality scores and the proposed prices shall be read and recorded when the financial 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 which is One Million Pesos (PhP1,000,000.00) and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

10. STANDARD OF SERVICES

The Consultant shall fulfill its obligations under the agreement 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 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 Agreement.

11. CONFIDENTIALITY CLAUSE

The Consultant warrants the full confidentiality of all information gathered for the consultancy contract given by BCDA, unless the latter indicates the contrary. The Consultant 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 BCDA.

13. LIQUIDATED DAMAGES

The Consultant 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 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.

14. CONFLICT OF INTEREST

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

15. TERMS OF PAYMENT

For services to be rendered, BCDA shall pay the consultant in the following manner:

- 15.1. Fifty (50%) percent upon approval and submission of the concept and positioning of the Clark Brand; and,
- 15.2. Fifty (50%) percent upon the approval and submission of the Accomplishment Report and Final Artworks.

18. SETTLEMENT OF DISPUTES

The Parties agree to resolve any dispute that may arise between them with respect to this 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 Metro Manila, Philippines.

19. ANTI-CORRUPTION POLICY

The Consultant 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 this CONTRACT without need of judicial action. Such rescission or termination shall be immediately effective upon service of notice to the Consultant.

20. CONTRACT TERM

The CONTRACT shall take effect from the date stated in the Notice to Proceed (NTP) and shall remain in force and effective for one (1) month or as specified in the plan, until the submission of the Consultant of an accomplishment report, final artworks and acceptance by BCDA.