

***Terms of Reference for the Procurement of Publishing Services
for the Clark Lifestyle Magazine***

Rationale:

The Bases Conversion and Development Authority (BCDA) is aggressively positioning Clark as Asia's next lifestyle, outdoor and tourist destination. Clark's strategic location and access to multiple modes of transportation, which includes multiple expressways, commuter railway system, and a world class airport, make it a very accessible destination for tourists and travellers. In addition, outdoor activities and tourist spots available in and out of Clark make it a perfect destination for people who are looking for a quick getaway.

To encourage more people to visit and experience Clark, there is a need to raise awareness on what it has to offer when it comes to leisure activities and destinations.

Objectives of the Project:

The objective of procuring the services of a Consultant for the production of the Clark Lifestyle magazine are as follows:

1. To provide a channel to showcase the beauty of Clark
2. To create a magazine that could strengthen BCDA's efforts in promoting and positioning Clark as the country's and Asia's next outdoor, lifestyle and tourist destination
3. To release a magazine that is well-written and of high quality which can be treated like a coffee table book
4. To promote various leisure activities and tourist destinations in Clark to motivate people to visit and experience Clark
5. To ensure that Clark becomes highly visible, different, distinctive and memorable compared to its competitors

Procurement Terms:

1) Budget:

The Approved Budget for the Contract (ABC) is **One Million Pesos (Php 1,000,000.00)** inclusive of all applicable taxes, fees and incidental charges. Bids received in excess of the ABC shall be automatically disqualified.

2) Scope of Work:

The Consultant shall provide the following to ensure the effectiveness of the Clark lifestyle magazine in raising the awareness and brand recognition of Clark:

2.1 Overall Project Conceptualization

2.1.1 Conceptualization of the whole Clark lifestyle magazine;

2.2 Creative and Production

2.2.1 Magazine name

2.2.2 Layout and design of the magazine

2.2.3 Art Direction

2.2.4 Photography

2.2.5 Final art

2.2.6 Content writing

2.3 Editorial Management

2.3.1 Copywriting, copyediting and proofreading

2.4 Printing

2.4.1. Specifications of the magazine:

Size: 9.25" x 12.48"

Pagination: 40 pages

Paper: Cover - Bristol 120# / Inside - Bristol 74#

Printing - 1,000 copies

2.4.2 Print quality supervision

3) Deliverables:

3.1 Theme, concept, title and content for the Clark lifestyle magazine

3.2 Proofing of the approved layout and design of the magazine prior to print run

3.3 1,000 printed copies of the magazine

- 3.4 Electronic files of the magazine.
 - 3.4.1 High resolution electronic copy of the magazine
 - 3.4.2 Photos, illustrations, write-ups and other materials created for the magazine

4) Components of Technical Proposal

The Consultant shall prepare a comprehensive technical proposal for the Clark Lifestyle Magazine. The proposal shall include the following:

- 1) Theme/treatment/concept proposal
- 2) Proposed magazine title
- 3) Proposed articles/content
- 4) Company Profile and Portfolio (including projects/clients previously handled)
- 5) List of names and qualifications of the production team for the magazine

The Consultant shall submit an electronic file of their technical proposal and their corporate profile for BCDA's evaluation.

5) Creative Team

The creative team shall be composed of four (4) key members. The proposed members are:

- 5.1 One (1) Account Manager
- 5.2 One (1) Creative Director
- 5.3 One (1) Managing Editor/Senior Writer; and,
- 5.4 One (1) Photographer

Note that the managing editor/senior writer will form a creative team of 3-4 writers (including the managing editor/senior writer), 1-3 contributing artists and an art director. The Consultant may add more personnel in the production of the magazine as deemed fit and the Consultant shall shoulder the compensation of the manpower support that will be engaged for the production of the magazine, as well as the expenses for meals, transportation, and additional accommodation, if in case the BCDA staff house is unavailable on required dates.

6) Qualifications of the Consultant:

The publishing company must meet the following qualifications:

- a. Must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.gov.ph>) as a legitimate service provider for government requirements;
- b. Be a reputable publication firm which has been in business operation for at least three (3) years; and
- c. Has produced and executed at least three (3) similar projects (e.g. travel magazines, lifestyle magazines, etc.) with a contract value per project equivalent to 50% of the ABC between August 15 2017 up to August 15 2019
- d. The identified members of the proposed creative team must have at least three (3) years of experience in publishing as related to his/her function in the team.
- e. The identified members of the proposed creative team must have handled at least three (3) creative projects which are similar in nature to the requirement (e.g. travel magazine, lifestyle magazine) in a capacity related to his/her function in the team.

The agency shall be assessed based on the most favorable compliance with the criteria stated above.

7) **Minimum Requirements of the Consultant**

In addition to the **technical proposal** 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: **Valid Tax Clearance**

Annex C: **PhilGEPS Registration Number**

Annex D: **Company Profile**

Annex E: **List of similar ongoing and completed projects of the firm**

2) from August 2017 to present (Technical Proposal Form 2)

Annex F: **CV of Consultant's Assigned Key Team Members**
Each CV should show the length of experience and a list of ongoing and completed projects handled from August 2017 **until the present** (Technical Proposal Form 2)

Annex G: **Omnibus Sworn Statement** (Technical Proposal Form 3)

Annex H: **2018 Income/Business Tax Return**

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

8) Methodology

The Consultant shall be evaluated based on the *Quality Cost Based Evaluation (QCBE)* procedure wherein the Technical and Financial Proposal are given weights of 85% and 15%, respectively. The QCBE procedure is described under Section 33.2.1b of Republic Act 9184 and its 2016 Implementing Rules and Regulations.

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 criteria and rating system for the selection of the winning consultant are as follows:

Evaluation Criteria	Weight	Minimum Technical Score
Technical Proposal	85%	
Applicable Years of Experience of the Consultant/Firm (20%)	20%	
Similar projects completed (20%)	20%	
Qualification of personnel who shall be assigned to the project (20%)	20%	
Plan of Approach and Project Methodology (Proposed Magazine Theme/Content/Concept) (40%)	40%	
Financial Proposal	15%	
TOTAL SCORE	100%	70%

The consultants shall be ranked in descending order based on the combined numerical ratings of their technical and financial proposals, from which the highest rated bid will be identified. The Consultant must meet the required minimum technical score of 70%.

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. Total calculated bid prices which exceed the approved budget for the contract shall not be considered.

10) **Standard of Services**

The Consultant shall fulfill its obligations under the agreement by using its technical expertise and in accordance with 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 shall hold and maintain confidential all materials, processes, data, propriety information and other related information which shall come into its possession, or knowledge in connection with the Contract or 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, processes, data, propriety information and other related data and information 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 it shall make appropriate instructions to its employees, agents, and supplier/service providers who need to have access to such materials, processes, data, propriety information and other related data and information to strictly observe the confidentiality of the said information.

The obligation of the Consultant under this Article shall remain in effect even after the termination of this Contract.

12) **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.

13) **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 BCDA or any BCDA project, shall divulge the extent of its conflict with BCDA. The Consultant agrees that any conflict of interest may be a ground for BCDA to terminate the Contract.

14) **Terms of Payment**

For the services rendered, BCDA shall pay the firm:

13.1 **Fifteen percent (15%)** upon approval of the concept and design of the Clark Lifestyle Magazine.

13.2 **Eighty five (85%) percent** 30 days after the delivery and receipt of the 1,000 printed Clark Lifestyle Magazines.

15) **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.

16) 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.

17) Contract Term

The contract shall take effect upon the issuance and actual receipt thereof by the Consultant of the Notice to Proceed (NTP) and shall remain in force and in effect until sixty (60) days after the date of the delivery of the 1,000 printed magazines and the submission of all materials and electronic files.

18) Ownership

All materials conceptualized, designed, and produced, including all photos, illustrations, and write-ups, shall be owned by BCDA with full and exclusive rights on future use thereof both in the Philippines and internationally.

19) Bidding Rights

The BCDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder/s.