

TERMS OF REFERENCE

Advisory Services for the Public-Private Partnership Capacity Building Project

I. Rationale and Objective

Inadequate infrastructure has been identified as a critical constraint to the economic growth of the country. To address the huge investment requirement of infrastructure, the government is exerting efforts to increase private sector participation in the financing, construction, operation, maintenance, and rehabilitation of infrastructure in high-priority areas, such as transportation, social infrastructure and water resources through Public-Private Partnership (PPP).

In line with the government's thrust on PPP, the National Economic and Development Authority (NEDA) Infrastructure Staff (IS) is tasked through the PPP Capacity Building Project (CBP) to capacitate the technical staffs of NEDA Central and Regional Offices (NCO and NROs) in the evaluation of PPP projects. For the implementation of the PPP-CBP, the NEDA deems it necessary to procure an individual consultant to provide advisory services to further enhance the skills and knowledge of NEDA personnel on the concepts, tools and techniques in the evaluation of PPP infrastructure projects on a deeper level including value for money (VfM) assessment.

II. Description/Scope of Services

The individual consultant will, among others, assist and provide guidance, coaching and mentoring and hands-on training to the NEDA Infrastructure Staff (NEDA-IS) on PPP evaluation including VfM. The scope of the advisory services as follows:

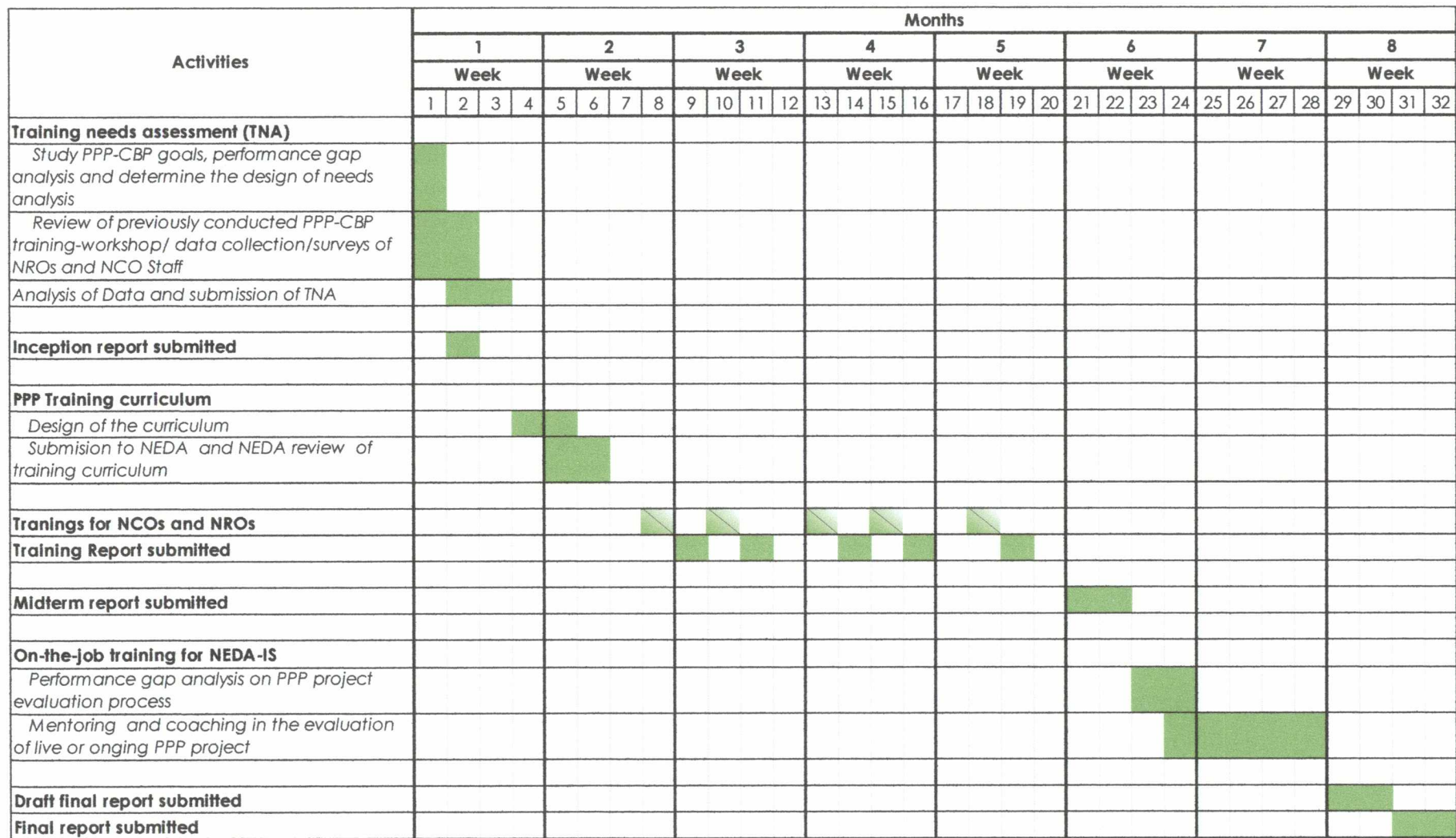
1. Conduct a PPP training needs assessment based on the skills of current NCO and NRO Staff;
2. Prepare a comprehensive training curriculum including course content and descriptions for PPP Project Evaluation training;
3. Prepare training materials (handouts, power point presentation and its references);
4. Provide at least five (5) training sessions (inclusive of hands-on applications/computer exercises) of at least 3-day duration per training for NCO and NRO Staff on various approaches, methods, and techniques in PPP project evaluation including VfM – public sector comparator analysis, financial analysis, economic analysis, risk analysis, as well as case studies of various PPP projects and international best practices in PPP project evaluation, among others; and
5. Provide on-the-job training, mentoring and coaching for NEDA-IS in the evaluation of at least one (1) live or ongoing PPP project.

III. Training Duration and Major Activities

The advisory services for the PPP training-workshop will be implemented within an eight (8)-month period (total man-months of 5.87) from the Issuance of Notice to Proceed (NTP) or commencement of the undertaking. The schedule of the major activities are indicated in the following Gantt chart:

1 **Gantt Chart: Advisory Services for the Public-Private Partnership Capacity Building Project**

2



3

IV. Qualification of Expert

The Consultant shall possess the following:

- Must have proven experience and expertise in implementing, developing and evaluating PPP programs and projects with a minimum of ten (10) years PPP experience including knowledge and experience in training/capacity building;
- Must have conducted at least five (5) PPP trainings/workshops/seminars in the last five (5) years.
- At least a masters degree in engineering, finance, economics, management, business administration or related course; and
- International experience in PPP project development and evaluation will be an advantage.

Bidders/individual consultants must submit their CV indicating, among others, the consultant's profession, nationality, ongoing and completed consultancy projects and trainings conducted.

International consultants will be engaged following the Revised Implementing Rules and Regulations of Republic Act (RA) 9184 otherwise known as the "Government Procurement Reform Act."

V. Shortlisting and Bid Evaluation

Individual consultants will be shortlisted based on their experience, qualifications and job capacity. Technical and financial bids of shortlisted individual consultants will be rated using a quality-cost based approach (80% technical and 20% financial).

VI. Institutional Set-Up/Responsibilities

1. Executing Agency/NEDA

- a. Shall act as the executing agency for the advisory services;
- b. Shall provide the venue, equipment and supplies, meals, and snacks for the training sessions;
- c. Shall identify participants from NCO and NRO for each training session; and
- d. Shall provide the Consultant office space, if needed, and the necessary reference documents to enable the conduct of the advisory services. The contents of the documents provided to the Consultant and the outcome of the training-workshop including the results of project evaluation will be kept confidential unless information sharing is warranted as determined by the NEDA-IS.

2. Consultant

- a. Shall submit to NEDA for approval the training curriculum, proposed training courses and training materials;
- b. Shall conduct the training sessions as scheduled and agreed upon with NEDA;
- c. Shall coordinate with NEDA-IS and other NEDA Staffs/NROs for the duration of the activity as may be needed; and
- d. Shall provide the reports as follows:
 - Inception Report and Work Plan – 2 weeks from receipt of NTP;
 - Comprehensive Training Curriculum – 7 weeks from receipt of NTP;
 - Midterm Report – 21 weeks from receipt of NTP;
 - Training Report within one week after each training conducted;
 - Draft Final Report – 29 weeks from receipt of NTP; and
 - Final Report – 31 weeks from receipt of NTP.

- e. Shall acquire accommodation within Ortigas Center for close coordination with NEDA in case of foreign a consultant.

VII. Cost of Consultancy Service

The estimated cost of Consultancy Service is Php2,840,000.00 for the specific services described in the Scope of Services under item IX. This amount is inclusive of remuneration, all applicable government taxes and charges, and reimbursable expenses for foreign travel (one roundtrip to and from the Philippines) and accommodation in the case of a foreign consultant, communication, and other expenses deemed necessary for the project as certified by the Executing Agency. Reimbursable expenses shall not exceed Php840,000.00. Billings for such expenses may be made monthly but not more than once a month and must be supported by official receipts and pertinent documents. The reasonableness of the billings for reimbursable expenses will be reviewed by NEDA and will be based on the nationality of the winning consultant. Reimbursable expenses shall be reimbursed in local currency at the exchange rate on the day of the bid opening.

Please note that the consulting services described as Scope of Services are to be performed under a fixed price contract and that any extension of contract time required by the consultant to deliver those services shall not involve any additional cost to NEDA.

VIII. Retention Payment, Payment Terms, Termination Rights and Remedies, and Performance Guarantees

- a. Retainage is waived in this contract for professional services.
- b. Periodic payments for remuneration of the consultant based on accomplishment of reports per the "Payment Schedule" below are due and payable in full in Philippine Peso (30) days after the Invoice cut off date.
- c. The final payment for remuneration of the consultant is due and payable in full in Philippine Peso (30) days after the submission of the "Final Report" and accompanying invoice.
- d. Termination for convenience. The NEDA, at its' sole discretion, has the right to terminate the agreement. The consultant has the right to terminate in the face of civil unrest, force majeure, or the physical incapacity of the consultant. In such an event, the consultant will promptly turn over all completed but not previously submitted work product, all partially completed work product, and all files, records, and documents typically submitted with a project's full completion. The consultant will be compensated per the terms of this agreement for all completed and partially completed work and for the preparation and submittal of the final submittal of pertinent project data.
- e. Termination for cause. Both the NEDA and the consultant have the right to terminate the agreement in the face of a substantial un-mended breach of the terms of the contract by the other party. Should either party feel a substantial breach has occurred, they must give written notice of that assertion and of their intention to terminate. The other party is then given (10) days to make a good faith effort to mend the breach.
- f. Performance Guarantee. The consultant will post a performance guarantee in compliance with Republic Act No. 9184, section 39. Said guarantee will be released concurrently with the completion of contract.

IX. Payment Scheme Schedule

Upon acceptance of the Inception Report	10% of total non-reimbursable cost
Upon acceptance of the Compressive Training Curriculum/Course Content and Descriptions	10% of total non-reimbursable cost
Upon acceptance of the Midterm Report and the completion of at least five (5) trainings for NROs and NCOs	25% of total non-reimbursable cost
Upon acceptance of the Draft Final Report	25% of total non-reimbursable cost
Upon acceptance of the Final Report	30% of total non-reimbursable cost