

## TERMS OF REFERENCE

### **Engaging the Services of a Consulting Firm for the Conduct of the Baseline Study of the NEDA Communication and Stakeholder Engagement (CSE) Framework**

#### **I. Background and rationale**

During its 22 June 2015 meeting, the NEDA Management Committee (Mancom) approved in principle the NEDA Communication and Stakeholder Engagement (CSE) Framework. The framework situates the significant role of CSE, both internally and externally, within NEDA's regular activities and outputs, as the agency seeks to attain sound economic and development management in Philippine governance.

The following are the rationale of the framework according to its four components:

1. **Internal communication:** Improve NEDAns' awareness of socioeconomic issues and organizational developments;
2. **Internal stakeholder engagement:** Develop a culture of stakeholder engagement in NEDA;
3. **External communication:** Effectively "communicate results" and "communicate *for* results"; and
4. **External stakeholder engagement:** Develop and sustain working relationships between NEDA and external stakeholders based on mutual respect and common understanding of higher-level goals

To monitor and evaluate the progress of the framework's implementation, there is a need to identify verifiable indicators for each strategic objective, as well as to determine the reference values for said indicators.

#### **II. Objectives**

NEDA, through the Development Information Staff (DIS), proposes to engage the services of a firm that will develop objectively verifiable indicators (OVIs), means of verification (MOVs), as well as baseline values for the NEDA CSE Framework.

#### **III. Scope of Work, Implementation Arrangements, and Parties' Responsibilities**

The following will be the scope of the services:

1. Conduct appropriate research methods (e.g., key informant interviews, focus group discussions, face-to-face or online surveys, content/textual analyses of significant documents, etc.), as approved by NEDA-DIS, in developing the NEDA CSE Framework's OVIs, MOVs and baseline values. Such methods should target, *at minimum*, the following stakeholders:
  - a. NEDA third-level officials at the Central Office (i.e., those occupying positions with salary grade 26 or up, or designated as officers-in-charge for said positions);

- b. NEDA technical personnel at the Central Office (i.e., those occupying positions with salary grade between 11 to 25);
  - c. NEDA administrative personnel at the Central Office (i.e., those occupying positions with salary grade 10 or below);
  - d. Senior officials (i.e., Secretaries, Undersecretaries, Assistant Secretaries and Directors) of various Departments and offices from the Government's executive branch;
  - e. Senior officials (i.e., Senators, Congress Representatives and chiefs-of-staff) from the Government's legislative branch;
  - f. Senior officials (i.e., Country Directors, Principal Economists) from development partners such as the United Nations, World Bank, Asian Development Bank and Japan International Cooperation Agency;
  - g. Key leaders from different industry groups of national scope from the private sector;
  - h. Key leaders from different civil society organizations of national scope;
  - i. Key members of academic institutions whose areas involve socioeconomic research, such as the University of the Philippines, Ateneo de Manila University, De La Salle University, University of Sto. Tomas, and University of Asia and the Pacific; and
  - j. Key members (i.e., reporters, editors, opinion columnists) of print, radio, TV and online media of national scope that reports and writes socioeconomic news and commentaries.
2. Conduct stakeholder mapping and analysis according to stakeholders' level of interest and influence on NEDA's regular activities outputs;
  3. Develop OVIs and MOVs for the NEDA CSE Framework that would be used to track the progress of attaining the framework's objectives four objectives for internal and external CSE; and
  4. Gather baseline values for the developed OVIs.

The following provides the implementation arrangements for this undertaking:

1. Upon awarding of the contract, the consulting firm, herein referred to as the **Service Provider**, shall develop the research design and instruments for the conduct of appropriate research methods, in consultation with and upon approval of NEDA-DIS. Upon final approval of the design and instruments, the Service Provider shall proceed to the conduct of agreed research methods within the agreed budget schedule and timeline.
2. Prior to the conduct of the research methods, NEDA-DIS shall provide lists of possible stakeholder informants from which the **Service Provider** shall select to be the target participants. The **Service Provider** shall then seek the approval of NEDA-DIS of the final line-up of informant-participants before the actual conduct of the methods. In case the selected informant-participant is not available for the scheduled session, the **Service Provider** shall select the alternative informant-participant and shall inform NEDA-DIS of the substitution.
3. The approved instrument shall be used in the conduct of research methods. However, the **Service Provider** may improvise or modify the approved instrument during its conduct whenever it is deemed necessary, provided that the substance and purpose of the original instrument shall not be compromised as to the determination of both parties. The **Service Provider** shall seek the approval of NEDA-DIS of all changes in the implementation of the research methods prior to its conduct, except for



circumstances in which urgent resolve for modification is demanded, as later determined by both parties.

4. Budget schedule and timetable shall be prepared by the *Service Provider* and approved by NEDA-DIS. Remuneration of team members shall be determined by the *Service Provider* and shall be charged to the contracted budget. Subsequently, any adjustment or modification regarding the budget schedule and timeline must be approved by NEDA-DIS.
5. The *Service Provider* shall submit accomplishment reports and other deliverables on schedule as indicated in this TOR.
6. Regular consultations between the parties shall be made during the entire period of engagement to ensure that all concerns will be addressed.

The *Service Provider* shall assume the following obligations:

1. Designate one project lead to ensure timely delivery of outputs and to coordinate with NEDA-DIS in carrying out the services;
2. Organize a team that would conduct the proposed research methods, following the set of qualifications described in this TOR;
3. Develop the research design and instruments for the conduct of proposed research methods, in consultation with NEDA-DIS;
4. Seek the approval of NEDA-DIS on any modifications or adjustments in the implementation of proposed research methods prior to their conduct;
5. Identify the target informant-participants for the proposed research methods based on the list provided by NEDA-DIS;
6. Seek the approval of NEDA-DIS on the final lineup of informant-participants prior to the conduct of the proposed research methods;
7. Conduct the proposed research methods with the approved lineup of informant-participants;
8. Provide necessary equipment, facilities and team for the conduct of the proposed research methods. Any additional costs incurred relative to the conduct of proposed research methods not indicated in the approved line item budget shall be solely charged to the Service Provider;
9. Manage all logistical requirements for the invitation and scheduling of all participants in the implementation of proposed research methods, including transportation and communication arrangements, refreshments and/or honoraria of participants, if necessary;
10. Submit all deliverables to NEDA-DIS on schedule; and
11. Maintain the confidentiality of the conduct of proposed research methods and any related activities and information generated thereof, until such is determined as declassified by NEDA.

*NEDA, through NEDA-DIS*, shall assume the following obligations:

1. Provide general supervision and direction on the conduct of proposed research methods;
2. Organize a workshop with the Service Provider to finalize the research design and instruments prior to the conduct of proposed research methods, with expenses to be charged to NEDA and outside of the contracted budget;
3. Provide other information for the development of research design and instruments, as necessary;

4. Review and approve the research design and instruments prepared by the Service Provider prior to the conduct of proposed research methods;
5. Provide lists of possible informant-participants for the proposed research methods;
6. Approve the final lineup of informant-participants for the proposed research methods submitted by the Service Provider prior to the conduct of the sessions;
7. Review and approve all changes in the implementation of proposed research methods prior to the conduct of the sessions; and
8. Review and approve all project deliverables, and related activities thereof.

#### IV. Deliverables and Timelines

The service will be contracted for a period of four (4) months.

Deliverable	Timeline
<b>Inception report</b> , which includes the draft research design and instruments, with proposed timetable	Within 15 calendar days from issuance of Notice to Proceed (NTP)
<b>Final research design and instruments, with timetable</b> , providing details on the protocols in conducting the proposed research methods, responsibilities of the Project Lead, Researchers and other members, logistics, venue and equipment for data gathering, and other proposed items related to the proposed research methods for each of the 10 identified stakeholders as listed under the <i>Scope of Work</i> . It should also include an acceptable justification or explanation as to the effectiveness and feasibility of proposed research methods.	Within 30 calendar days from issuance of NTP.
<b>Accomplishment Report on the completion of at least 50 percent of the proposed research methods</b> providing a general list of the actual dates, venue and list of respondents of the activities conducted.	Within 60 calendar days from issuance of NTP.
<b>Accomplishment Report on the completion of the remaining proposed research methods</b> providing a general list of the actual dates, venue and list of respondents of the activities conducted.	Within 90 calendar days from issuance of NTP.
<b>Data Analysis Report</b> , which includes: <b>Stakeholders map and analysis</b> situating the stakeholders' level of interest and influence on NEDA's regular activities outputs. <b>Proposed OVIs, MOVs, and baseline values for the NEDA CSE Framework</b> that would be used to track the progress of attaining the framework's objectives for internal and external CSE.	Within 110 calendar days from issuance of NTP.
<b>Terminal Report</b> with assessment on the overall study undertaken, as well as recommendations for related undertakings of NEDA in the future.	Within 120 calendar days from issuance of NTP.

#### V. Qualification of consultancy firm

**1. Qualification requirements.** NEDA-DIS proposes to engage an established firm, instead of an individual consultant, given the nature of confidentiality and level of reputation, the **Service Provider** needs to earn the trust of target stakeholders.

For eligibility and short listing purposes, the firm must submit the legal, technical and financial documents under Section 24 of the IRR of the R.A. 9184 ("Government Procurement Reform Act").



The Consulting Firm, as well as the team lead and researchers must meet the following requirements:

	Qualifications	Minimum Requirements
<b>Applicable Experience of Consulting Firm</b>	A group entity in the Philippines with experience in research design and analysis, particularly in social research project (e.g. organizational communication baseline studies, development communication research or other undertaking similar to this project).	<ul style="list-style-type: none"> <li>Conducted at least three (3) social research projects related to organizational communication baseline studies, development communication research or other undertaking similar to this project;</li> <li>Handled similar project/s with aggregate contract cost of not less than 75% of the ABC of this Study.</li> </ul>
<b>Quality of team lead and researchers</b>	<p><u>Education:</u> Educational attainment in economics, social science, public administration and management, development studies, communication and/or marketing disciplines.</p> <p><u>Training:</u> knowledgeable in social research, quantitative/qualitative research design and/or methods, communication research/methods, project management.</p> <p><u>Professional experience:</u> managing research projects and/or similar undertakings.</p>	<p><b>Team Lead</b></p> <ul style="list-style-type: none"> <li><u>Education:</u> Preferably with Post-doctoral degree indicated disciplines.</li> <li><u>Training:</u> at least twenty-four (24) hours of training in social research, quantitative/qualitative research design and/or methods, communication research/methods, project management, etc.</li> <li><u>Experience:</u> at least five (5) years of experience in managing social research projects such as, but not limited to, organizational communication baseline studies, development and communication research.</li> </ul> <p><b>Researchers (at least 5):</b></p> <ul style="list-style-type: none"> <li><u>Education:</u> preferably with Masters units in the abovementioned disciplines.</li> <li><u>Training:</u> at least eight (8) hours of training in social research, quantitative/qualitative research design and/or methods, communication research/methods, project management, etc.</li> <li><u>Experience:</u> at least three (3) years of experience in research, project management, etc.</li> </ul>

Shortlisting of Consultants shall be based on the criteria shown in Annex A.

**2. Criteria for selection.** The consultant shall be selected using the Quality-Cost Based Selection/Evaluation (QCBS/QCBE) procedure as prescribed under Section 24.5.3 of the Revised IRR of RA No. 9184, and using the following weights:

- a. Technical proposal : 80%
- b. Financial proposal : 20%

The technical proposal must include the following:

1. **Research Methods**, which should provide details on the protocols in conducting the proposed research methods; responsibilities of the Project Lead, Researchers and other Members; logistics, venue and equipment for data gathering; and other proposed items related to the proposed research methods. *At minimum*, the following should be included:

- a. One proposed research method for each of the 10 identified stakeholders as discussed in the Scope of Work;
  - b. An acceptable justification or explanation as to the effectiveness and feasibility of the proposed research methods;
  - c. Venue for the conduct of proposed research method, which should only be within Metro Manila;
  - d. The documentation process for the conduct of proposed research methods, which at minimum should be audio recorded and text encoded in Microsoft Word format.
2. **Data Handling**, which should provide protocols in handling data generated from the conduct of each proposed research method. At minimum, protocols for the following should be included: (a) data storage; (b) transcription and audio recording; and (c) data coding.
  3. **Data Analysis**, which should provide protocols on the in-depth interpretation of coded data from each proposed research method and how it would lead to the development of the following:
    - a. Stakeholder map and analysis report;
    - b. Proposed OVI and MOVs of the NEDA CSE Framework; and
    - c. Baseline values for the proposed OVI of the NEDA CSE Framework.
  4. **Weekly Timeline**, which should plot the above three sub-criteria. At minimum, the conduct of proposed research methods would cover the first three months, while the data analysis leading to the development of stakeholder map and analysis report and the NEDA CSE Framework's OVI, MOV and baseline values would cover the fourth and final month.

The financial proposal must include the following:

1. Detailed breakdown of proposed expenses according to each proposed research method and administrative costs; and
2. Other documentary requirements as specified in the Bid Documents.

## **VI. Mode of procurement**

The procurement of the consulting services shall be undertaken through a competitive public bidding pursuant to RA 9184 and its Revised IRR.

## **VII. Fund Source and Approved Budget for the Contract (ABC)**

The Approved Budget for the Contract (ABC) for the entire services amounts to **Two Million Pesos (PhP2,000,000.00)**, inclusive of all applicable government taxes and service charges. The fund is sourced from the continuing funds of the Communication and Advocacy Program—Support Project (CAP-SP). The Consultancy Services shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to NEDA.

## **VIII. Payment schemes/schedule**



Remuneration payments to the consultancy firm shall be made based on the schedule below:

Activity	Percent of the remuneration cost
1. Upon acceptance by NEDA of the inception report.	10
2. Upon acceptance by NEDA of the final research design and instruments, with timetable.	20
3. Upon acceptance by NEDA of the Accomplishment Report on the completion of at least 50 percent of the proposed research methods.	20
4. Upon acceptance by NEDA of the Accomplishment Report on the completion of the remaining proposed research methods.	20
5. Upon acceptance by NEDA of the Data Analysis report including Stakeholder map and analysis, proposed OVIs, MOVs and baseline values for the proposed NEDA CSE Framework.	20
6. Upon acceptance by NEDA of the Terminal Report.	10

The amount of TWO HUNDRED THOUSAND AND 00/100 PESOS (Php200,000.00) shall be allocated for the reimbursable costs, which shall be based on *actual expenses incurred*, such as, but not limited to: (i) supplies; (ii) rental of venues; (iii) meetings, representation, and transportation expenses; (iv) data analysis software subscription; and (v) conduct of writeshops. Reimbursable costs shall be paid upon submission to NEDA of the appropriate monthly billing statements supported by official receipts/documents.

In the absence of official receipts/documents when claiming for reimbursable costs, the Consultant may also be allowed to submit a certification of actual disbursements made under the oath.

#### IX. Clause of Confidentiality

1. The proposed study involves the reputation of NEDA as perceived by their stakeholders. As such, NEDA provides for the reservation in considering ***confidential*** all information generated from the foregoing, and thus requires limited exposure and presentation to all stakeholders concerned, unless otherwise determined by NEDA. The ***Service Provider*** shall at all times maintain the confidentiality of all information, documents and papers that comes to her knowledge by virtue of the functions performed.
2. During the conduct of research methods, particularly for external stakeholders, the ***Service Provider*** shall not divulge that they are commissioned by NEDA and shall only state in general that their study's aim is to know the stakeholders' awareness and perception on the government's economic policies and programs, for academic and research purposes and possible policy recommendations.

#### X. Reserved Rights on the Use of the Outputs/Deliverables

Any data, information, studies, reports graphic, or other materials gathered and prepared in the fulfillment of the above deliverables shall belong to and remain the property of the NEDA. The Service Provider may only use the said materials with prior consent and approval from NEDA, provided that the purpose is not a duplication or modification of the current endeavor and its intentions.

## **XI. Retention Payment**

A retention payment of ten percent (10%) shall be withheld. It shall be based on the total amount due to the Consulting Firm prior to any deduction and shall be retained from every payment until fifty percent (50%) of the value of study, as determined by NEDA, are completed. If, after fifty percent (50%) completion, the study is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed.

The total "retention money" shall be due for release upon approval of the Final Report. The Consulting Firm 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 NEDA, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of NEDA shall be valid for the duration of the contract.

## **XII. Liquidated Damages**

Where the Consulting Firm refuses 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 Consulting Firm shall pay NEDA 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 (1) percent 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, NEDA shall, at its own discretion, terminate the contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the Consulting Firm.

To be entitled to such liquidated damages, NEDA 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 Consulting Firm under the contract and/or collect such liquidated damages from the retention money or other securities posted by the Consulting Firm whichever is convenient to NEDA.



#### **ANNEX A. Shortlisting criteria**

Each bidder will be evaluated according to the qualification criteria below, with hurdle rate of 70.

Criteria	Points
I. Applicable experience of the firm	50
II. Quality of consultants	30
III. Overall work commitment (job capacity)	20
TOTAL	100

Only the top five shortlisted bidders will be invited to offer technical and financial proposals.

## ANNEX B. BREAKDOWN OF APPROVED BUDGET FOR THE CONTRACT

	Cost
<b>A. Remuneration</b>	<b>Php1,800,000.00</b>
<b>B. Reimbursable expenses</b>	<b>Php200,000.00</b>
Supplies	
Rental of venues	
Meetings, representation and transportation expenses	
Data analysis software subscription	
Conduct of writeshops	
<b>GRAND TOTAL</b>	<b>Php2,000,000.00</b>

**Note:** These total costs shall be the respective caps for Remuneration and Reimbursable. However, Consultants shall have the flexibility to reallocate the budgets for Non-reimbursable and Reimbursable expenses; provided that the reallocation shall not be more than 20 percent (i.e.  $\pm 20\%$ ) from the allocated budgets for the same as indicated in this TOR and shall not exceed the ABC.