

TERMS OF REFERENCE

Evaluation Consultant for the Monitoring and Evaluation (M&E) Fund

I. Background

Acknowledging the importance of monitoring and evaluation (M&E) in development management, the Fund will finance various M&E initiatives that will gauge development interventions' successes, extract lessons from project/program implementation, and enhance existing ICT and database management systems. Since NEDA plays a major role in the M&E of policies, major capital programs and projects, as well as of government plans such as the Philippine Development Plan (PDP) and Yolanda Implementation for Results Plan (I4R), the Fund is also expected to finance a series of M&E capacity building activities for NEDA given the country's expanding M&E agenda.

II. Objectives

The engagement of an Evaluation Consultant seeks to jumpstart and ensure the efficient and effective conduct of evaluation and related studies in priority areas, complementary assessment of the evaluation capacity building needs of NEDA units.

III. Scope of Work

The scope of works of the Evaluation Consultant should include the following:

1. Prepare terms of references (TORs) for selected programs/projects to be subjected to impact evaluation studies, and gather the relevant project documents necessary to prepare the TORs;
2. Advise and assist the NEDA-Monitoring and Evaluation Staff (NEDA-MES) in the review of the technical proposals of prospective bidders to ensure responsiveness and consistency to the prepared TORs;
3. Assist NEDA in the review and screening of other proposals prior to the approval of the M&E Fund Steering Committee (SC);
4. Assess the evaluation capacity of NEDA and provide assistance in the formulation of capacity building activities;
5. Recommend evaluation agenda for the next three (3) to five (5) years; and,
6. Conduct a scoping or inventory of ongoing and completed major evaluation studies in the Philippines focused on government-financed programs/projects and policies in the last 10 years (2005-2015)

In addition to the specified scope of works mentioned above, the Evaluation Consultant may propose additional works/services to enhance the conduct of the evaluation studies, provided it shall bear no additional cost to the NEDA.

IV. Expected Output and Delivery Schedule

Output	Due Date
1. Inception Report shall include the schedule, activities, work plan, methodologies for scoping, implementation arrangements and evaluation capacity assessment (ECA) instrument	Two weeks from receipt of NTP
2. TORs of the consulting services for the conduct of impact evaluation studies of selected programs/projects (at least 5 TORs)	Two months from receipt of NTP
3. Report on other evaluation study proposals and inputs to the submitted technical proposals of the prospective bidders for IE (completion dependent on the availability of study proposals and inputs to the submitted technical proposals)	Before end of 5 th month
4. Report on the evaluation capacity assessment of NEDA	Before end of 6 th month
5. Report on the results of scoping studies	Eight (8) weeks from receipt of NTP
6. Report on the proposed evaluation agenda for the next 3-5 years	Before end of 6 th month
7. Draft Final Report	Within the 6 th month
8. Final Report	Before end of 6 th month

V. Duration, Schedule of Key Activities and Timetable

The engagement of the Evaluation Consultant is equivalent to six (6) man-months spread over ten (10) months.

Task/Activity (Work Plan)	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1. Prepare Inception Report																								
2. Prepare TORs of selected programs/projects																								
3. Assist in the review of the technical proposals of bidders																								
Review and comment on the proposals																								
4. Submit report on other evaluation studies																								
Review other evaluation studies proposed by NROs																								
Recommend list of study proposals be funded under the Fund																								
5. Submit evaluation capacity assessment (ECA) report for NEDA																								
Conduct Evaluation Capacity Assessment (ECA)																								
Draft ECA report																								

VI. Implementation Arrangement / Responsibilities

- a. Shall be the executing agency for the engagement of the consultant;
- b. Shall be responsible in the approval/acceptance of all deliverables/outputs of the consultant;
- c. Shall evaluate all request for payments/billings and determine the acceptability/correctness of the same;
- d. Shall provide, upon the request of the consultant, available information/data and also, if available, copies of previous related studies subject to the execution of a Confidentiality and Non-Disclosure Agreement (CNDA), if necessary;
- e. Shall supervise and provide the over-all guidance to the consultant on the general direction of the expected deliverables based on the project/Study objectives;
- f. Shall facilitate and coordinate with other Government agencies and other stakeholders in the request for necessary interview meetings and document collection prior to the conduct of the scoping activities;
- g. Shall extend assistance in the coordination, preparation, and arrangement of venue, equipment, materials and other logistics for the various meetings;
- h. Shall define the acceptability of the deliverables and shall be the approving authority for all operations-related activities; and,
- i. Shall provide an office space for the consultant, if needed.

Responsibilities of the Consultant

- a. Shall be responsible for the timely delivery of results/outputs as indicated under Section IV of this TOR;
- b. Shall be directly reporting to NEDA-MES, provide regular updates on his/her activities and outputs, and make him/herself physically available for consultation at least three times a week;
- c. Shall accept full responsibility for the consultancy services to be performed under this TOR for which the consultant is liable to NEDA;
- d. Shall: (i) keep accurate and systematic records and accounts in NEDA with respect to the services in such form and detail as is customary and sufficient to establish accurately that the costs and expenditures under this TOR have been duly incurred; and (ii) permit the duly authorized representatives of the Government from time to time to inspect its records and accounts as well as to audit the same;
- e. Shall not assign nor sub-contract any part of the professional services under this TOR to any person or firm, except with prior written consent of NEDA. The approval by the Government to the assignment of any part of said services or to the engagement by the consultant of sub-contractors to perform any part of the same shall not relieve the consultant of any obligations under this TOR;
- f. Shall not at any time communicate to any person or entity any information disclosed to them for the purpose of this services, nor shall the consultant make public any information as to the recommendations formulated in the course of or as a result of the services, except with prior consent of NEDA;
- g. Shall hold the Government free from any and all liabilities, suits, actions, demands, or damages arising from death or injuries to persons or properties, or any loss resulting from or caused solely by the consultant incident to or in connection with the services under this TOR. The consultant shall agree to indemnify, protect and defend at its own expense the Government and its agents from and against all actions, claims and liabilities arising out of acts done solely by the consultant or its staff in the performance of the services, including the use of, or violation of any copyrighted materials, patented invention, article or appliance;
- h. Shall be responsible for his/her own equipment (laptop, etc.); and,
- i. Shall turnover all unconsumed purchases (e.g. ink cartridges, bond paper, folders) made under the M&E Fund to NEDA-MES.

VII. Qualification Requirements and Selection of the Consultant

The Consultant shall be required to submit to NEDA, through the NEDA Bids and Awards Committee for Consulting Services (NBAC-CS), the following documents:

- a) Curriculum Vitae (which provides details on the Consultant's educational background, various work experiences including projects/studies undertaken/handled - in months and years, training attended/conducted, and other skills);
- b) Tax Clearance; and,
- c) Statement of Ongoing and/or Committed Projects (description, cost, date awarded and contract duration).

A. Qualification

1. *Education, training and other skills*

- Has at least a Bachelor Degree in the field of Economics, Statistics, Mathematics and Engineering;
- With experience as resource person/lecturer/trainor on evaluation and related-M&E topics (indicate in hours);
- With relevant training on impact evaluation and other M&E topics (indicate in hours);
- With working knowledge in government systems, i.e., Republic Act (RA) No. 9184 and its Revised Implementing Rules and Regulations (IRR), government accounting and auditing procedures, and processes in the Philippines; and,
- Strong analytical, facilitation, and communication skills.

2. *Work experience*

- Preferably with 5 years of experience in providing advisory services on evaluation and related studies (list all advisory services in the last 10 years – indicate duration of services in months and years)
- Preferably with 5 years of experience in the conduct of impact evaluation studies of government-implemented programs, projects and policies (list all impact evaluation studies conducted – indicate duration of studies in months and years)
- Preferably with 5 years of experience in the conduct of other evaluation studies of government-implemented programs, projects and policies (list all other evaluation studies conducted – indicate duration of studies in months and years)

B. Criteria for Selection

1. *Criteria for Shortlisting*

- The consulting services shall be selected based on the following criteria: (a) education, training and other skills related to project management and evaluation (40%); (b) experience (50%); and (c) job capacity (10%).

2. *Criteria for Bid Evaluation*

- The shortlisted applicants shall be evaluated using the Quality-Based Selection (QBS) procedure under Section 33.2.1 of the IRR of RA 9184.

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

The procurement of the Evaluation Consultant shall be through **Competitive Public Bidding**. The **ABC is PhP2,850,000.00**, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs (i.e. accommodation, transportation, printing and reproduction of reports, and office supplies for the workshops and meetings). The consulting contract is a fixed price contract. Any extension of contract time shall not involve any additional cost to NEDA.

IX. Schedule of Payments and Amounts

Output	Payment Schedule
1. Inception report	10% of the remuneration, upon acceptance of the report by NEDA-MES
2. Prepared TORs of selected projects	30% of the remuneration, upon acceptance of the TORs by NEDA-MES
3. Report on other evaluation study proposals	10% of the remuneration, upon acceptance of the report by NEDA-MES

4. ECA report	15% of the remuneration, upon acceptance of the report by NEDA-MES
5. Report on scoping studies	15% of the remuneration, upon acceptance of the report by NEDA-MES
6. Draft final report	10% of the remuneration, upon acceptance of the report by NEDA-MES
7. Final report	10% of the remuneration, upon acceptance of the report by NEDA-MES

Billing for the reimbursable items may be requested not more than once a month based on the actual expenses incurred and supported by official receipts/documents and monthly progress reports. 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 oath.

X. Ownership of the Outputs/Reports/Documents

Any report, forms, materials, graphic, pictures, software, or data system prepared by the consultant shall belong to and remain the property of NEDA. The consultant shall turn over these materials to NEDA in digital format stored in CD/DVD/USB.

XI. Conformance With Existing Laws

The procurement process for this undertaking shall be executed in accordance with RA 9184, otherwise known as the Government Procurement Reform Act (GPRA), and its Revised IRR.

XII. Retention Payment

A retention payment of ten (10) percent shall be withheld. It shall be based on the total amount due to the consultant prior to any deduction and shall be retained from every progress payment, as determined by NEDA. The total "retention money" shall be due for release upon submission and approval of the final terminal report.

XIII. Liquidated Damages

Where the consultant 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 consultant 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 (10) percent 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 consultant.*

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 consultant under the contract and/or collect such liquidated damages from the retention money or other securities posted by the consultant whichever is convenient to NEDA.