

TERMS OF REFERENCE

Consulting Services for the Impact Evaluation of the Rural Road Network Development Project

I. BACKGROUND

A. M&E Fund

The General Appropriations Acts of FY 2015 and 2016 provided for an M&E Fund under NEDA budgetary allocation that would finance various M&E initiatives towards gauging development interventions' successes. Among these M&E initiatives is the conduct of impact evaluation that assesses contribution of projects and programs to the achievement of the societal goal, which is inclusive growth and subsequently, poverty reduction. The resulting impact evaluation studies may then be referenced by policy/ decision makers in appraisal and approval of future similar development projects.

As Secretariat of the M&E Fund and Executing Agency, the NEDA-Monitoring and Evaluation Staff (NEDA-MES) shall lead the conduct of impact evaluation of completed development projects. Among these is the JICA-assisted Rural Road Network Development Project (RRNDP).

For this Terms of Reference, NEDA-MES shall also serve as Contracting Party.

B. Project Background

The RRNDP, implemented by DPWH, aimed to achieve a safe and efficient regional road network through the improvement of the quality of national secondary roads and other structures of strategic importance, thereby ensuring the following: (1) promotion and sustainability of regional industries and agricultural activities especially in the rural areas; (2) provision of better transportation facilities for efficient movement of agricultural and industrial commodities as well as people and services; (3) improvement of living standards in rural areas and lessening of disparities between localities; and, (4) generation of greater opportunities for employment in the rural areas.

Divided into three phases of implementation, the Project was funded through three separate loans from the Government of Japan and counterpart financing from the Government of the Philippines. Table 1 is an illustration of outputs delivered under the civil works component of each phase.

Table 1: Project Outputs (Civil Works), per Province and Phase

Phase	Implementation Period	Total Project Cost (PhPM)	Actual Outputs	
			Roads (km.)	Bridges (no.)
Phase I	1991-1999	1,549.75	405.60	30
<i>Cavite</i>			52.40	6
<i>Masbate</i>			215.10	16
<i>Bohol</i>			98.70	5
<i>Tarlac</i>			39.40	3
Phase II	1995-2006	4,163.00	366.27	20
<i>Ilocos Sur</i>			17.33	3
<i>Pangasinan</i>			86.38	3
<i>Cagayan</i>			31.43	
<i>Nueva Ecija</i>			53.45	4
<i>Rizal</i>			17.90	
<i>Camarines Sur</i>			19.95	4
<i>Iloilo</i>			35.93	5
<i>Negros Oriental</i>			17.29	1
<i>Eastern Samar</i>			19.47	
<i>Misamis Oriental</i>			24.71	
<i>Compostella Valley (previously Davao del Norte)</i>			34.43	
<i>Bukidnon (additional scope)</i>			8.00	
Phase III	2001-2012	3,958.26	278.84	32
<i>Ilocos Norte</i>			12.21	
<i>Nueva Vizcaya</i>			8.15	1
<i>Pampanga</i>			2.10	
<i>Batangas</i>			23.10	1
<i>Albay</i>			16.45	
<i>Romblon</i>			37.26	6
<i>Antique</i>			27.76	12
<i>Antique (additional scope)</i>			29.95	5
<i>Capiz</i>			41.45	1
<i>Surigao del Sur and Agusan del Norte</i>			80.41	6
	TOTAL	9,671.01	1,050.71	82

* TPC= Total Project Cost

C. Project Outcomes

All three phases of implementation underwent ex-post evaluation by the Government of Japan (JICA). Ex-post findings for Phase I (conducted in 2002) revealed improvement in agricultural production (cash crops and fisheries). This improvement was then expected to contribute to the increase of rural income. An identified impact at ex-post pertained to generation of employment opportunities for local residents due to establishment of factories and industrial estates along and nearby road sections. These results were still evident during ex-post monitoring for Phase I (field survey conducted in July 2007).

Reported ex-post evaluation results for Phase II (conducted in 2010) validated its efficiency as evidenced by high internal rates of return and positive results measured through indicators on operation (improved access), and effectiveness through increased number of tourist arrivals; increased

agricultural production and shipping volume; increased number of registered businesses; and, increased number of employed.

Ex-post evaluation results for Phase III (conducted from November 2013 to December 2014) reflected findings similar with the other two phases: improvement in traffic safety and reliability, improved access to and from major institutions, increased income, and improvement in local economic activities.

II. RATIONALE AND OBJECTIVES

A. Rationale of the Study

Findings from previous RRNDP ex-post evaluations showed achievement of outcomes (behavioral and institutional changes) in line with the Project's objectives. Impact evaluation is then warranted to validate if these outcomes eventually translated to impacts and if initial impacts identified at ex-post evaluation were sustained. The impacts of RRNDP will likewise be analyzed, along with how these observed impacts may have differed if the Project were not implemented.

The resulting impact evaluation study will be relevant to the 2016-2022 Ten-Point Socioeconomic Agenda, as input to the infrastructure planning and implementation relative to the five percent GDP target: improve connectivity by addressing gaps in physical infrastructure, increase competitiveness and the ease of doing business through efficient transport of goods, enhanced mobility of passengers and reduction of production loss. Specifically, the study may be referenced in the continued advancement of policies and projects ensuring safe transport connectivity not only within the rural areas but likewise between urban and rural areas.

The conduct of impact evaluation and preparation of the impact evaluation study will be supportive of efforts to build the capacity of NEDA personnel to conduct impact evaluation and utilize evaluation findings in the appraisal of similar projects' as well as the capacity of the implementing agency to prepare for succeeding implementation phases or similar project proposals.

B. Objectives of the Study

The Study aims to:

1. assess current condition of roads and bridges, and identify actual benefits derived compared with planned/ targeted benefits;
2. design a standard impact evaluation methodology for rural road projects and apply it to RRNDP;
3. measure the Project's impact on (but not to be limited to) the following:
 - a. the transportation sector (e.g. through: (a) available modes of transportation (including modal shift); (b) transport volume; (c) changes in travel patterns; and, (d) facilitation of safe access to other infrastructure facilities (e.g. school, hospital, church, and other economic centers));
 - b. agricultural activities in the confluence areas (e.g. through transport of goods, promotion of existing/ creation of new production/ processing activities and services); and,
 - c. regional industries (e.g. through transport of goods, promotion of existing/ creation of new regional industries) in the confluence areas;

4. identify other indirect impacts of the Project (e.g. environmental impact; activity and mobility of the populace (trends in migration) within the confluence areas);
5. recommend policies, strategies approaches on effective modalities to improve implementation of rural road projects; and, then recommend actions for sustaining project benefits (general O&M, reconstruction/ rehabilitation, or expansion); and,
6. facilitate knowledge transfer to NEDA-MES personnel on the design and conduct of impact evaluation for continued capacity development.

III. SCOPE OF WORK OF THE CONSULTING SERVICES

Consulting Services will be engaged to ensure efficient and effective conduct of impact evaluation for RRNDP while assisting NEDA in developing its capacity to conduct impact evaluation. The scope of work of the Consulting Services will cover the preparatory phase, fieldwork, analytical work, as well as preparation and presentation of results.

A. Preparatory phase

1. formulation of work and financial plan, and impact evaluation study design (complete with evaluation hypotheses/ questions, framework, and methodology)
2. collation and review of previous studies and other sources of secondary data on all Project phases (e.g. feasibility studies, project evaluation reports, national statistics, road survey)
3. conduct of preparatory activities prior to fieldwork (e.g. preparation of survey questionnaire and field manuals, and study of project areas/ site selection, and pre-testing)

B. Fieldwork

1. conduct of surveys, key informant interviews, focus group discussions, and other data collection activities

C. Analytical work

1. software-assisted processing of qualitative and quantitative data
2. conduct of quantitative analysis to provide empirical evidence to the achievement/ non-achievement of the intended objectives (impact, outcomes, and other results) of the Project
3. conduct of qualitative analysis to support quantitative analysis and provide narrative on the Project's direct and indirect impacts
4. present a set of appropriate indicators for future project design and evaluation framework
5. formulation of a set of recommendations (e.g. on road sector policies, institutions and their arrangements, design, strategies, approaches and modalities) based on the analyses

D. Preparation and presentation of results

1. preparation of relevant reports/outputs, subject to NEDA's comments/approval
2. presentation of impact evaluation findings to NEDA and other stakeholders through small meetings and a validation forum, as necessary
3. recommendation on the usefulness of the IE study to various stakeholders and bodies (e.g., Evaluation Board, NEDA Committees, Regional Development Councils, among others)

IV. TIMELINES AND DELIVERABLES**A. Commencement Date and Period of Implementation**

The Study shall be completed by the Consulting Services Provider within a period of **12 months**, commencing on the date of receipt of the Notice to Proceed (NTP) (see Annex A for the Gantt Chart) until the submission of the final report.

B. Expected Outputs and Delivery Schedule

The deliverables for the Study as enumerated in Table 2 shall be submitted by the engaged Consulting Services Provider in five (5) hard copies (together with an electronic/soft copy) to NEDA-MES for review and approval.

Table 2: Expected Outputs and Delivery Schedule

Outputs	Timeline
1. Inception Report	One and a half month after receipt of NTP
2. Eight (8) Monthly Progress Reports	Starting on the third month after receipt of NTP, excluding the 1 st , 9 th -10 th and 12 th months
3. Interim Report	9 th month from receipt of NTP
4. Draft Final Impact Evaluation Report	10 th month from receipt of NTP
5. Final Impact Evaluation Report	Thirty (30) calendar days after receipt from NEDA-MES of the evaluation/ comments but not more than 12 months from receipt of NTP

1. The **Inception Report** shall include: (a) work and financial plan (WFP); (b) proposed evaluation design with impact evaluation hypotheses/ questions, conceptual and analytical framework with a review/elucidation of Project's theory of change, and, detailed methodology (with methodology to establish the counterfactual); (c) data capture forms such as survey questionnaires and interview guides; and, (d) field operations manual (with specific guide for enumerators and their supervisors, road assessment team, and data processors). All the aforementioned (a-d) are subject to prior approval by NEDA-MES.
2. The **Eight Monthly Progress Reports** shall include updates on the physical and financial accomplishments (especially for reimbursable items) based on the WFP, and difficulties encountered in conducting the study as well as measures taken to overcome them.
3. The **Interim Report** shall include data collection results and other emerging findings.

4. The **Draft Final Report** shall include (but shall not be limited to) the following:
 - a. study requirements and activities conducted;
 - b. executive summary of the report;
 - c. background of the study;
 - d. conceptual and analytical framework;
 - e. scope and methodology;
 - f. results and analysis of key findings;
 - g. lessons learned;
 - h. conclusions; and,
 - i. recommendations (i) on sustaining project results; (ii) for various relevant stakeholders; and, (iii) for similar studies in the future.
5. The **Final Report** shall satisfactorily address remaining concerns and comments on the second draft.

V. EXPERTISE REQUIREMENTS AND QUALIFICATIONS

The Consulting Services Provider for the impact evaluation of RRNDP shall have the following minimum composition: team leader, sector specialist, and research assistants with working knowledge and experience on evaluations.

The minimum qualifications of the Consulting Services Provider are as follows:

- At least five (5)-year experience in the conduct of impact evaluation
- completed at least three (3) impact evaluation studies
- received a rating of at least satisfactory from its three previously completed impact evaluation engagements (for its engagements in the past 10 years/ 2011 to present)
- should ensure that undertaking the study for RRNDP is within its job capacity; and,
- should be able to field the following staff for the study:

Table 3: Staffing Requirements

Consultant	Number	Person-Months
Team Leader	1	12
Sector Specialist	1	11
Research Assistant	2	8

Key competencies, qualification and eligibility criteria of the team members are described in Boxes 1-3:

Box 1: Team Leader (12 person-months)

<i>Key tasks shall include, but will not be limited to:</i> <ul style="list-style-type: none"> • overall management of the Impact Evaluation Study • preparation and submission of inception report (including the work and financial plan) • orientation of team members on the activities to conduct impact evaluation • provision of overall direction and guidance in the conduct of primary/secondary data gathering, including survey pre-testing; • consolidation and review of study outputs; • and, preparation of the following reports: Inception Report, monthly progress reports, Interim Report, Draft Impact Evaluation Reports and the Final Impact Evaluation Report. 	
<i>Education</i>	<ul style="list-style-type: none"> • preferably a Master's degree holder in Economics and/or Statistics
<i>Work Experience</i>	<ul style="list-style-type: none"> • at least five (5) years in transportation planning (experience on results-based monitoring and evaluation is an advantage) • at least five (5) years of relevant work experience in statistical design, research, and use of other analytical tools in the conduct of assessment/impact evaluations • has supervised the design and conduct of at least two (2) IE activities • has written at least two (2) IE reports
<i>Training</i>	Must have at least 40 hours of training in the conduct of impact evaluation studies, and other similar and/or relevant trainings.

Box 2: Sector Specialist (11 person-months)

<i>Key tasks shall include, but will not be limited to:</i> <ul style="list-style-type: none"> • leading the technical assessment of road/ bridge conditions in the project areas (including road/ bridge site inspections) • leading the conduct of primary data gathering on technical specifics of the Project (e.g. KII/ FGD of Project Management Office representatives, District/ Municipal Engineers); • supervision of other primary data gathering activities (e.g. road assessment), as deemed necessary by the Team Leader • preparation and submission of reports based on site inspections • undertaking of tasks assigned by the Team Leader, as required 	
<i>Education</i>	<ul style="list-style-type: none"> • preferably a Civil Engineering Degree holder (having a Master's Degree in Engineering is an advantage)
<i>Work Experience</i>	<ul style="list-style-type: none"> • at least five (5) years' work experience in transport planning, project preparation, implementation and evaluations of infrastructure projects, with at least five (5) years' minimum involvement in the conduct of evaluations • was involved in similar and/or relevant consulting or professional services of size, complexity and technical specialty comparable to the job under consideration
<i>Training</i>	Must have at least 40 hours of training in the conduct of evaluations, and other similar and/or relevant trainings

Box 3: Research Assistant (8 person-months)

<i>Key tasks shall include, but will not be limited to:</i> <ul style="list-style-type: none"> with guidance from the team leader and sector specialist: <ul style="list-style-type: none"> design of a thorough plan for the analysis of data (including development of models and other tools for analysis) collation of primary data from the fieldwork and generate working datasets conduct of secondary data gathering, including review of relevant documents and literature and organization of information/data provision of assistance in quantitative (econometric) work undertaking of tasks assigned by the Team Leader, as required 	
<i>Education</i>	<ul style="list-style-type: none"> Bachelor's degree in economics, statistics, applied mathematics, and communication research having a Master's Degree is an advantage
<i>Work Experience</i>	<ul style="list-style-type: none"> strong statistical background should have at least three (3) years' involvement in the conduct of impact evaluations. should have previously contributed to published/ unpublished reports on statistical analysis or economic evaluations
<i>Training</i>	Must have at least 24 hours of training on statistical analysis (with use of software), and other similar and/or relevant trainings

The Consulting Services Provider can propose additional support staff for data collection, encoding and processing.

VI. Short Listing Criteria

Table 4 is a description of the criteria for short listing.

Table 4: Short Listing Criteria

Rating Factor (Hurdle Rate: 70%)	Rating (%)
I. Applicable experience of the Consulting Services Provider in conducting impact evaluation studies	50
II. Qualification of the Consultant/s or Officers, key/organic personnel who may be assigned to the job	30
A. Experience (previous engagements in similar and/or relevant contracts)	<i>15</i>
B. Education	<i>10</i>
C. Training	<i>5</i>
III. Absorptive capacity of consultant/consulting firm	20
TOTAL	100

Note:

- (i) Key Personnel refers to officers and organic staff as well as personnel who may be nominated for the required services provided such personnel submits a commitment under oath (notarized) that he/she commits to perform such services should the Consultant be awarded the contract.
- (ii) As part of the submission of eligibility documents, the duration of trainings attended (within the past five years) must be indicated in hours. Otherwise, the training/s will not be considered in the evaluation. Copies of training certificates must be submitted.

- (iii) Feedback from candidate's previous engagement can be used as basis for selection; at least 3 copies of Certificate of Acceptance or Project Completion from previous engagements will be requested from applicant/candidates; samples of completed studies and reports will be requested.
- (iv) A firm should obtain a Financial Capacity of at least 100% to be shortlisted based on the hereunder formula. Otherwise, a firm must submit a Credit Line Commitment (CLC) to supplement its Financial Capacity.
$$\text{Financial Capacity (FC)} = \frac{([\text{Net Current Assets}] - [\text{Amount Pertaining to the 2-Month Costs of the Total Contract Fees for Ongoing/Committed Projects}])}{2 \text{ months of ABC}} \times 100.$$

The Consulting Services Provider shall be selected using the Quality-Cost Based Evaluation Procedure under the Implementing Rules and Regulations (IRR) of the Republic Act No. 9184 or the Government Procurement Reform Act (GPRA) based on the following criteria:

- a) Technical Proposal : 80%
- b) Financial Proposal : 20%

The hurdle rate is set at 70%. The mode of procurement for this study shall be through Public Bidding in accordance with RA 9184 and its IRR.

VII. INSTITUTIONAL SET-UP / RESPONSIBILITIES

A. Responsibilities of NEDA

1. shall be the executing agency for the engagement of Consulting Services;
2. shall be responsible in the approval/acceptance of all deliverables/outputs of the Consulting Services Provider;
3. shall evaluate all request for payments/billings and determine the acceptability/correctness of the same;
4. shall provide or facilitate the provision, upon the request of the Consulting Services Provider, available information/data and also, if available, copies of previous related studies subject to the execution of a Non-Disclosure Agreement, if necessary;
5. shall supervise and provide the over-all guidance to the Consulting Services Provider on the general direction of the expected deliverables based on the project/Study objectives;
6. 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;
7. shall extend assistance in the coordination, preparation, and arrangement of venue, equipment, materials and other logistics for the various meetings, except for those held outside NEDA premises;
8. shall define the acceptability of the deliverables and shall be the approving authority for all operations-related activities; and,

9. shall be responsible for the payment of the Consulting Services Provider for the output delivered over the contract time period based on the agreed terms and schedule of payment prescribed under Section IX of the TOR

B. Responsibilities of the Consulting Services Provider

1. shall be working under the supervision of NEDA-MES, and all related activities relative to the conduct of the IE study shall be coordinated with the said entity;
2. shall be responsible for the timely delivery of results/outputs as indicated under Section V of this TOR;
3. shall be directly reporting to NEDA-MES, provide regular updates on their activities and outputs, and make themselves physically available for consultation as the need arises;
4. shall accept full responsibility for the consulting services to be performed under this TOR for which the Consulting Services Provider is liable to NEDA;
5. 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;
6. shall accommodate at least two (2) counterpart personnel from the Government (personnel from NEDA-MES), who shall be detailed to the Project for the purpose of capacity-building and technology transfer. (The Consulting Services Provider is not required to pay remuneration to the Government counterpart staff, but will shoulder all expenses attendant to their assigned tasks such as travel, accommodation, etc.)
7. 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 Consulting Services Provider of sub-contractors to perform any part of the same shall not relieve the Consulting Services Provider of any obligations under this TOR;
8. 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;
9. 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 Consulting Services Provider incident to or in connection with the services under this TOR. The Consulting Services Provider 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 their staff in the performance of the services, including the use of, or violation of any copyrighted materials, patented invention, article or appliance;
10. shall be responsible for their own equipment (e.g. laptop and printer);

11. shall turnover all reports, forms, materials, graphic, pictures, software, data system, and unconsumed purchases (e.g. ink cartridges, bond paper, folders) made under the M&E Fund to NEDA-MES;
12. shall abide by ethical standards of evaluation practice as observed internationally and provided in Annex C of the NEDA-DBM Joint Memorandum Circular No. 2015-01 (15 July 2015) on the National Evaluation Policy Framework;
13. shall respect the right of implementing agencies and individuals to provide information in confidence, and ensure that sensitive data cannot be traced to its source;
14. shall be sensitive to the cultural, social and economic environment of all stakeholders, and conduct themselves in a manner that is fair and appropriate to this environment; and,
15. shall undertake evaluation studies with due regard for impartiality

VIII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The procurement of Consulting Services shall be through Competitive Public Bidding. The **ABC is PhP 17,142,700.00** of which PhP 13,160,000.00 is remuneration and PhP 3,982,700.00 is reimbursable expenses (detailed breakdown in Annex B), 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).

This consulting contract is a fixed price contract. Any extension of contract time shall not involve any additional cost to the Government.

IX. PAYMENT SCHEME / SCHEDULE

Billing for *reimbursable items* may be requested not more than once a month based on the *actual expenses incurred* and 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 oath*.

Billing for *remuneration, including professional fees*, shall be in accordance with the following delivery schedule (Table 5):

Table 5: Delivery Schedule

Deliverables	Payment Schedule*
1. Inception report	10% of the remuneration, upon approval of the report by NEDA-MES
2. 8 Monthly Progress Reports (for months 2-7 and 12-13)	2% of the remuneration, upon approval of the Inception Report by NEDA-MES (16% for 8 reports)
3. Interim Report	22% of the remuneration, upon approval of the report on the 11 th month
4. Draft Final Report	22% of the remuneration, upon approval of the on the 14 th month
5. Final Report	30% of the remuneration, upon approval of the report by NEDA-MES (30 calendar days after receipt from NEDA-MES of the evaluation/comments but not more than 15 months from receipt of NTP

An advance payment shall be made to cover mobilization costs, but shall not exceed **FIFTEEN PERCENT (15%) of the contract amount**, subject to the posting of an irrevocable standby letter of credit issued by an entity acceptable to NEDA and of an equal amount to the advance payment. The advance payment shall be repaid by the Consultant by deducting from his subsequent billings/payments such sum as agreed upon during contract negotiations until fully liquidated within the duration of the contract (to be deducted in equal amounts from the payment for inception report, interim report, draft final report, and final report).

X. RETENTION PAYMENT

A retention payment of ten percent (10%) of the remuneration costs 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 progress payment until 50 percent (50%) of the value of study, as determined by NEDA, are completed. If, after 50 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 amount 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.

XI. LIQUIDATED DAMAGES

Where the Consulting Services Provider 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 Services Provider 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 percent (1%) 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 Services Provider.

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

XII. OWNERSHIP OF THE OUTPUTS/REPORTS/DOCUMENTS

All reports, forms, pictures and graphics, software, data system and other materials prepared and generated by the Consulting Services Provider shall belong to and remain as the property of NEDA. The Consulting Firm shall turn over these materials to NEDA in digital format stored in CD/DVD/USB. In addition, all reports enumerated in Section IV.A shall be submitted in printed format on the scheduled dates.

All equipment (hardware and software), reference materials, and items acquired for the study shall be turned over to NEDA at the conclusion of the study, prior to final payment.

XIII. CONFORMANCE WITH EXISTING LAWS

The procurement process for this undertaking shall be executed in accordance with Republic Act (RA) No. 9184, otherwise known as the Government Procurement Reform Act (GPRA) and its Revised Implementing Rules and Regulations (IRR).