

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), 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 (MES) in the review of the technical proposals of prospective proponents/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. Recommend evaluation agenda for the next three (3) to five (5) years;
5. Assess the evaluation capacity of NEDA and provide assistance in the formulation of capacity building activities; 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 ten (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 NEDA and subject to the approval of NEDA-MES.

The Consultant shall directly report to the NEDA-MES, provide regular updates on his/her activities and outputs, and make himself/herself physically available for consultation at least three (3) times a week. The Consultant shall be on-call for the rest of the week. Further, the Consultant may report to the NEDA-MES five (5) times a week during the first month of the engagement.

IV. EXPECTED OUTPUTS 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 (2) 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 (2) months from receipt of NTP
3. Report on other evaluation study proposals and inputs to the submitted technical proposals of the prospective proponents/bidders for impact evaluation (completion dependent on the availability of study proposals and inputs to the submitted technical proposals)	Before the end of 5 th month
4. Report on the evaluation capacity assessment of NEDA	Before the 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 three (3) to five (5) years	Before the 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																								
M&E Fund Steering Committee approval of the draft ECA report																								
Finalize and submit ECA Report																								
6. Submit report on scoping studies with list of evaluation studies																								
Data gathering																								
Draft scoping report																								

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VI. IMPLEMENTATION ARRANGEMENT / RESPONSIBILITIES

A. Responsibilities of NEDA

1. Shall be the Executing Agency for the engagement of the Consultant;
2. Shall be responsible for the approval/acceptance of all deliverables/outputs of the Consultant;
3. Shall evaluate all request for payments/billings and determine the acceptability/correctness of the same;
4. 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;
5. 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;
6. Shall facilitate and coordinate with other government agencies and stakeholders in the request for necessary interview meetings and document collections 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;
8. Shall define the acceptability of the deliverables and shall be the approving authority for all operations-related activities; and,
9. Shall provide an office space for the Consultant, if needed.

B. Responsibilities of the Consultant

1. Shall be working under the supervision of NEDA-MES, and all related activities relative to the conduct of the Consulting Services shall be coordinated with said entity;
2. Shall be responsible for the timely delivery of results/outputs as indicated under Section IV of this TOR;
3. Shall accept full responsibility for the Consultancy Services to be performed under this TOR for which the Consultant is liable to NEDA;
4. 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;

5. Sub-contracting will generally not be allowed for this undertaking unless the Consultant deems it necessary to have data collection activities, and other relevant activities where it will be more advantageous to engage sub-contractors for the purpose. The Consultant may be allowed to sub-contract and/or employ staffs/personnel, subject to certain conditions as laid down in the Proposal/Bidding Documents, on his/her own account;
6. Shall not at any time communicate to any person or entity any information disclosed to them for the purpose of this Consulting 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;
7. 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;
8. Shall be responsible for his/her own equipment (laptop, etc.);
9. Shall turnover all unconsumed purchases (e.g. ink cartridges, bond paper, folders) made under the M&E Fund to NEDA-MES; and,
10. 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.

VII. QUALIFICATION REQUIREMENTS AND SELECTION OF THE CONSULTANT

A. Qualification

1. Work experience
 - a. With experience in the conduct of impact evaluation and impact assessment, and other evaluation studies (e.g., process evaluation, thematic evaluation, sector evaluation, policy evaluation, ex-ante evaluation, ex-post evaluation studies, needs assessment) of development programs, projects and policies;
 - b. With experience as resource person, lecturer, trainor or training manager on evaluation and/or M&E-related training programs/academic courses conducted; and,
 - c. With experience on other project management and M&E activities;
2. Education and Training
 - a. Has at least a Bachelor Degree in the field of Economics, Statistics, Mathematics, Engineering, Architecture, Development Studies, Social Science and Public Administration;
 - b. With relevant training on impact evaluation and other evaluation, and M&E topics acquired;
 - c. With working knowledge in government systems (i.e., RA 9184 and its IRR, government accounting and auditing procedures) and processes in the Philippines;

- and,
d. Strong analytical, facilitation, and communication skills.

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

1. Curriculum Vitae (CV);
2. Tax Clearance; and,
3. Statement of Ongoing Projects (description, total project cost, cost of services performed, date awarded, contract duration and number of man-hours committed in a week).

Only individual Consultants may participate in the procurement/bidding process for this Consulting Services. Firms, however, may nominate a Consultant (organic or otherwise) to participate in the procurement/bidding process provided that the Firm shall comply with the Eligibility Requirements for Firms as provided in the Proposal/Bidding Documents.

The individual/nominated Consultant and the Firm shall not be allowed to participate in the other procurement activities related to this undertaking during the term of the engagement to avoid conflicts of interest.

B. Criteria for Selection

The Consulting Services shall be selected based on the following criteria:

1. Criteria for shortlisting

Rating Factor (Hurdle Rate: 70%)	Rating (%)
I. Work Experience	60
A. Evaluation Studies and Other Services	
B. Training Programs/Academic Courses conducted	
II. Education and Training	30
A. Education	
B. Training acquired	
III. Job Capacity	10
TOTAL	100

2. Criteria for technical evaluation

The shortlisted Consultants shall be evaluated using the Quality-Based Selection/Evaluation (QBS/QBE) procedure under Section 33.2.1 of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The criteria for the evaluation of the Technical Proposal shall be as follows:

Rating Factor (Hurdle Rate: 70%)	Rating (%)
I. Qualifications	60
A. Work experience	
B. Education	
C. Training acquired	
II. Plan of Approach and Methodology	20
A. Substance of the proposal	
B. Completeness	
C. Clarity of methods and approaches	
III. Job Capacity	20
TOTAL	100

Note:

- (i) The Consultant should have at least three (3) years of experience in the Consulting Services industry with minimum 12 man-months of actual services performed (similar and/or relevant contracts) and 60 hours of training programs/academic courses conducted.

- (ii) Definition of similar and relevant contracts:

For evaluation studies and other services

- (a) Similar contracts shall be defined as impact evaluation and impact assessment studies conducted for development programs, projects and policies.
- (b) Relevant contracts shall be defined as:
 - (b.i) Evaluation studies such as process evaluation, thematic evaluation, sector evaluation, policy evaluation, ex-ante evaluation, ex-post evaluation studies and needs assessment conducted for development programs and projects.
 - (b.ii) Services rendered on other project management and M&E activities

For training programs/academic courses conducted

- (a) Similar contracts refer to impact evaluation training programs/academic courses
- (b) Relevant contracts shall be defined as training programs/academic courses on process evaluation, thematic evaluation, sector evaluation, policy evaluation, ex-ante evaluation, ex-post evaluation, statistical methods/tools (e.g., regression analysis, sampling, data collection) and use of statistical software (e.g., Stata, E-views), and other project management and M&E topics

- (iii) As part of the submission of Eligibility Documents, the duration of trainings attended (within the last five [5] years) must be indicated in hours. Otherwise, the training/s will not be considered in the evaluation. Copies of training certificates must be submitted.
- (iv) With at least **16 hours relevant training** on impact evaluation and other evaluation, and M&E topics acquired over the last five (5) years.
- (v) Feedback from candidate's previous engagement can be used as basis for selection; at least three (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.
- (vi) The job capacity shall be evaluated based on the **number of man-hours committed in a week for ongoing contracts**, for both the individual and firm-nominated Consultant. A statement on the man-hours committed in a week for ongoing contracts will have to be submitted by the participating Consultant.
- (vii) The proposed personnel may not be the same nominated personnel in the shortlisting. Further, the non-organic proposed personnel must submit an undertaking under oath that they will make themselves available for the undertaking should the Firm be awarded the contract.
- (viii) Consultants should pass 50 percent of each major criterion (work experience, and education and training) and pass the Hurdle Rate of 70 percent to be considered shortlisted to participate in this procurement activity.
- (ix) Substance of the proposal shall be measured on the following: (a) level of appreciation and identification of potential problems, concerns, risks and relevant issues in the study; (b) description of methods and approaches; (c) scope of work/description of tasks; and, (d) indicative recommendations/ solutions.
- (x) Completeness of the proposal shall pertain to consistency and compliance of the proposal with mandatory requirements and detailed description of activities (including work plan and time schedule) stated in the TOR.

- (xi) Clarity of methodologies and approaches in the proposal shall pertain to clarity and specific details on all phases of work (including visual presentations of methodologies and approaches; work plan; and, time schedule).

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

The procurement of the Evaluation Consultant shall be through **Competitive Selection/Bidding process**. The ABC is *TWO MILLION, EIGHT HUNDRED FIFTY THOUSAND AND 00/100 PESOS (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 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.

Annex A

Item	Cost
Consultant Remuneration	
Evaluation Consultant	2,400,000.00
Total	2,400,000.00
Reimbursable	
Transportation allowance	
Miscellaneous expenses	
Field allowance	
Office supplies and equipment	
Communications, coordination meetings, etc	
Reports preparation, reproduction, etc	
Total	450,000.00
Grand Total	2,850,000.00