

Terms of Reference

Procurement of Consulting Services for the Development of the Philippine Governance Statistics Operational Framework towards the Formulation of Policy for the National Governance Sector

I. BACKGROUND AND RATIONALE

The National Governance Index (NGI) is identified in Chapter 5 (People-Oriented, Clean and Efficient Governance) of the Philippine Development Plan (PDP) 2017-2022 as the main outcome indicator for measuring the government reforms. Hence, a fully established NGI by 2022 has been committed in the Results Matrix of the Plan.

An important step prior to the development of the NGI is the formulation of the operational framework for governance statistics as an avenue towards reviewing of existing and formulation of new policies for the national governance sector, integration/improving the statistics/data systems and identifying data gaps/duplication. Towards this end, the development of a methodology for NGI, starting with the development of the Philippine Governance Statistics Operational Framework (PGSOF), has been lined up among the high-priority activities in the Philippine Statistical Development Program (PSDP) 2018-2023.

Cognizant of the complex nature of the sector and the research, the PSA see the need to procure consulting services with an extensive and comprehensive experience in framework formulation and evaluation in the economic and social sectors, and on governance, and has been a high-ranking official in a statistical office.

II. OBJECTIVE, TARGET MARKET, AND COVERAGE

The PSA requires the services of an expert, who is highly specialized on the governance sector and/or statistics, for the development of the PGSOF towards the formulation of policy for the national governance sector.

III. SCOPE OF WORKS

The scope of works of the Consultant will include the following activities:

1. Prepare an inception report for the research project in consultation with the PSA;
2. Conduct a comprehensive assessment of the Philippine Governance System through conduct of consultation meetings and focus group discussions; and prepare an assessment report;
3. Make a comprehensive scoping of the Philippine Governance System from literature, conduct of meetings, consultations, and focused group discussions with relevant agencies by coming up with the following:
 - a. Mapping of available statistics/indicators, identified data gaps/duplication;
 - b. Recommended list of relevant statistics/indicators;
4. Develop the PGSOF; and,
5. Submit an accomplishment report after completion of each milestone; and the Final Report of the study.

IV. TIMELINES AND DELIVERABLES

The engagement of the Consultant shall be for a period of twelve (12) months commencing upon signing of the contract.

The deliverables for the subject as enumerated below shall be submitted by the Consultant to PSA for review and monitoring purposes and for payment processing. An electronic/soft copy shall be submitted to PSA in addition to hard copies.

OUTPUTS/DELIVERABLES	TIME FRAME
1. Inception report describing the overall plan of action and the timeline for the research project in consultation with the PSA; also include the articulation of the overall requirements of the project related to the proposed methodology, workplan of activities, and staffing requirements.	Within one (1) month from effectivity of contract
2. Interim report including the comprehensive assessment report of the Philippine Governance System, draft mapping of available statistics/indicators, identified data gaps/duplication, and recommended list of relevant statistics/indicators.	Six (6) months from effectivity of contract
3. Developed Philippine Governance Statistics Operational Framework for the formulation of policy and programs on National Governance Sector.	Within the eight month from effectivity of contract
4. Final Report	Upon acceptance of Final Report and within 12 months from effectivity of contract

V. RESPONSIBILITIES OF THE CONSULTANT

1. Shall be working under the supervision of PSA, and all related activities relative to the development of the PGSOFF towards the formulation of policy for the national governance sector, and shall seek prior consent from the PSA regarding the venue and program including target participants of the consultation workshops;
2. Shall be responsible for the timely delivery of results/outputs;
3. Shall: (a) carry out the services with theories and best practices to ensure that the final works will provide the most economical and feasible PGSOFF for the national governance sector; (b) accept full responsibility for the consulting services to be performed under this TOR for which the Consultant is liable to PSA;
4. Shall not sub-contract any part of the professional services under this TOR to any

- person or firm;
5. Shall, during or after the conclusion or termination of the plan formulation, limit its role under the project to the provision of the services and hereby disqualifies itself and any other contractor, consulting specialist or manufacturer with which it is associated or affiliated, from the provision of goods and services other than the services herein, except as PSA may otherwise agrees;
 6. Shall accommodate at least two (2) counterpart personnel from the Government (i.e., personnel from PSA), who shall be detailed to the Project for the purpose of capacity-building and technology transfer. (The Consultant is not required to pay any remuneration, honoraria nor allowance to the Government counterpart staff);
 7. 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 PSA;
 8. Shall agree that nothing contained herein shall be construed as establishing or creating between the Government and the Consultant, the relationship of employer or principal and agent, it being understood that the position of the Consultant and anyone else performing the services is that of an independent contractor; and
 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 Consultant incidental 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 in the performance of the services, including the use of, or violation of any copyrighted materials, patented invention, article or appliance.

VI. RESPONSIBILITIES OF PSA

1. Shall be the Executing Agency (i.e., representative of the Government in the Contract Agreement with the Consultant) as well as the End-User of the consulting services;
2. Shall, through its PSA Bids and Awards Committee (PSA BAC), be responsible for facilitating the procurement and tendering of the consultancy services following a competitive selection process in compliance with RA 9184 and its Revised IRR;
3. Shall be responsible for the disbursement of the fund for the conduct of the research once the contract is executed. PSA shall pay the corresponding amounts due to the Consultant as payments for remuneration under the contract and in accordance with the schedule under the TOR;
4. Shall be responsible for the preparation and submission of financial reports as required by the Department of Budget and Management (DBM) and other reportorial requirements;
5. Shall be responsible for contract implementation and management, including ensuring the delivery and quality of outputs, evaluation of all requests for payments/billings and determination of acceptability/correctness of the same;
6. Shall provide assistance in coordinating with other agencies and related stakeholders relative to the development of the PGSOFF towards the formulation of policies for the national governance sector;
7. Shall have the option to detail at least two (2) counterpart technical personnel to the planning activity for the purpose of on-the-job capacity building/technology

- transfer; and,
8. 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 the Confidentiality and Non-Disclosure Agreement (CNDA), if necessary.

VII. OWNERSHIP OF THE OUTPUTS/REPORTS/DOCUMENTS

All original materials (outputs/reports/documents) formulated, designed, and submitted in conjunction with this project and under this contract, including but not limited to, electronic copies thereof and other related electronic files, estimates, digital information, specifications, investigations and studies completed or partially completed, and photographs, shall be the property of PSA with full and exclusive rights on future use thereof both in the Philippines and internationally.

All equipment, materials, etc., acquired for the Study shall be turned over to PSA prior to the issuance of the Certificate of Completion and Acceptance.

VIII. MODE OF PROCUREMENT AND APPROVED BUDGET FOR THE CONTRACT (ABC)

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 (GPPRA) and its Revised Implementing Rules and Regulations (IRR) following an open competitive selection process.

The ABC for the proposed research under this TOR is **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 PESOS (PhP1,500,000.00)**, inclusive of all applicable Government taxes and charges, professional fees. Refer to **Annex A** for breakdown of the ABC.

Note that this Consulting Services contract shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to PSA.

IX. QUALIFICATION REQUIREMENTS

The minimum required experienced of the proposed professional staff are as follows:

1. The Consultant must be an individual or sole proprietor with an extensive and comprehensive experience in framework formulation and evaluation in the economic and social sectors, and on governance, and has been a high-ranking official in a statistical office.
2. The Consultant, who is highly specialized on the governance sector and/or statistics, must possess the following:
 - a. Holds a Doctorate degree in any of the following: statistics, economics, public administration, or other related field;
 - b. At least ten (10) years of demonstrated experience in framework formulation and evaluation in the economic and social sector, and on governance;
 - c. Active member of international and local statistical organization/s; and,
 - d. Has been a high-ranking official in a statistical office for at least 10 years; and

3. Proofs of the similar accomplishments undertaken by the Consultant within the last five (5) years should be submitted together with the proposal.

Other qualifications are stated in the Bidding Documents.

X. MILESTONES/PAYMENT SCHEDULE

Payments to the Consultant shall be made in accordance with the schedule below and subject to the usual Government accounting and auditing requirements.

Contract Milestones	% of the Total Budget
Upon signing of Contract of Service	6.7%
Upon acceptance of Inception report (<i>output/deliverable #1</i>) describing the overall plan of action and the timeline for the research project in consultation with the PSA; also include the articulation of the overall requirements of the project related to the proposed methodology, workplan of activities, and staffing requirements.	13.3%
Upon acceptance of Interim report (<i>output/deliverable #2</i>) which include the comprehensive assessment report of the Philippine Governance System, draft mapping of available statistics/ indicators, identified data gaps/duplication, and recommended list of relevant statistics/ indicators.	26.7%
Upon submission of developed Philippine Governance Statistics Operational Framework for the formulation of policy and programs on National Governance Sector. (<i>output/deliverable #3</i>)	40%
Upon submission of the Final Report (<i>output/deliverable #4</i>)	13.3%