

TERMS OF REFERENCE

**Procurement of Consulting Services for the
Provision of Technical Assistance on Gender Mainstreaming, Gender
Audit and Formulation of a GAD Agenda**

I. Background

In furtherance of the Magna Carta of Women or Republic Act No. 9710, the Philippine Commission on Women (PCW) issued Memorandum Circulars requiring the submission of Gender and Development (GAD) Agenda, GAD Plans and Budget (GPB) and GAD Accomplishment Report.

To effectively comply with the GAD mandate and requirements, several enabling mechanisms had to be put in place such as a Gender Mainstreaming Policy and GAD Agenda, among others. To be able to do this, a comprehensive study of its mandate must be undertaken to better understand the role and contribution of PHILGUARANTEE to gender equality and women's empowerment.

II. Objective

The Service Provider shall:

- a. Assess comprehensively the agency's internal practices and related support systems to determine the level of gender mainstreaming, identify critical gaps and challenges and recommend ways of addressing them;
- b. Establish key enabling GAD policies in the agency to enable gender mainstreaming; and
- c. Strengthen PHILGUARANTEE's GAD planning and budgeting and improving its HGDG skills to improve on its GAD accomplishments.

III. Scope of Work

The primary objective of the project is to contract the services of a competent Service Provider that shall:

- a. Conduct executive briefing on Gender and Development (GAD) for the PHILGUARANTEE Management, supervisors and/or key personnel;
- b. Conduct comprehensive organizational gender audit and present the findings and recommendations to the PHILGUARANTEE GAD Focal Point System (GFPS);
- c. Recalibrate the FY 2023 GAD Plans and Budget (GPB) to include attributable programs;
- d. Conduct workshops and provide technical assistance in the development of the PHILGUARANTEE GAD Agenda 2024-2029;
- e. Conduct workshop/consultation/meeting to formulate the PHILGUARANTEE Gender Mainstreaming Policy; and
- f. Review and finalize the PHILGUARANTEE FY 2024 GPB.

In conducting the consulting service, the Service Provider shall:

- a. Organize a team that will conduct the project within the agreed timeframe;
- b. Submit an updated work plan after issuance of a Notice to Proceed from PHILGUARANTEE;
- c. Conduct desk review of relevant documents particularly on the relationship between gender and the provision of guarantee;
- d. Conduct workshop/consultation/meeting to aid in the preparation of the GAD-related deliverables;
- e. Present the findings and proposed policies to the GFPS;
- f. Provide technical assistance and guidance for the duration of the project;
- g. Provide a copy of the training materials (e.g., presentations and handouts) to the GAD GFPS Secretariat prior to the conduct of the workshop/s;
- h. Issue certificates to the participants upon completion of the workshop/s; and
- i. Treat all information provided by PHILGUARANTEE, during the course of the project, with utmost confidentiality.

PHILGUARANTEE shall:

- a. Designate a counterpart team that will work closely with the Service Provider on the technical and administrative requirements of the project;
- b. Provide technical inputs and pertinent data for the development of the expected deliverables;
- c. Provide logistical requirements such as venue for the meeting/consultation and workshop, equipment (projector with laptop) for the workshop, and meals for participants and resource persons; and
- d. Pay the project cost, inclusive of mandatory taxes and in accordance with the set payment schedule.

IV. Approved Budget for the Contract

The Approved Budget for the Contract (ABC) for this engagement is SEVEN HUNDRED SEVENTEEN THOUSAND PESOS (PhP717,000.00), inclusive of all applicable government taxes and service charges.

V. Timeline, Deliverables and Schedule of Payment

The Service Provider shall be engaged for five (5) months or 150 calendar days from the date the Notice to Proceed is issued. Each tranche payment to the Service Provider shall be released upon PHILGUARANTEE's acceptance of the deliverables listed below, supported by a Certificate of Satisfactory Service Rendered. The Tranche payment schedule shall be as follows:

Milestones	Deliverable	Percentage of Contract Amount/ Deadline
Finalization/recalibration of the GAD 2022 Accomplishment Report	Original signed recalibrated FY 2022 GAD AR properly dated, duly accepted and received by the GAD-GFPS TWG	10% / 20 calendar days from date of Notice to Proceed (NTP)

Recalibration of the 2023 GAD GPB	Original signed recalibrated FY 2023 GPB properly dated, duly accepted and received by the GAD-GFPS TWG	10%/ 40 calendar days from date of NTP
Conduct of GAD Executive Briefing	Original signed Post Training Report of the Executive Briefing properly dated, duly accepted and received by the GAD-GFPS TWG	5%/ 50 calendar days from date of NTP
Conduct of Gender Audit	Original signed Gender Audit and GMEF reports properly dated and duly accepted and approved by the GAD-GFPS	20%/ 80 calendar days from date of NTP
Formulation of PHILGUARANTEE Gender Mainstreaming	Original signed PHILGUARANTEE Gender Mainstreaming Policy proposal dated and duly accepted and approved by the GAD-GFPS	20%/ 100 calendar days from date of Notice to Proceed (NTP)
Formulation of GAD Agenda	Original signed GAD Agenda Proposal dated and duly accepted and approved by the GAD-GFPS	20%/ 120 calendar days from date of NTP
Finalization of the FY 2024 GPB	Original signed of proposed FY 2024 GAD Plan and Budget dated and duly accepted and approved by the GAD GFPS	15%/ 150 calendar days from date of NTP
		100% / 150 calendar days from date of NTP

Interested parties are either an individual consultant or a consultancy team with the following qualifications and experience:

For Individual:

- a. Duly licensed Filipino citizens/sole proprietorships;
- b. Must have at least a bachelor's degree preferably in any of the following: Women's Studies, Development Studies, Sociology, Anthropology, Public Administration/Management, Economics, Political Science, Research and Communication, Social Science, or other allied courses;
- c. With substantive knowledge on GAD concepts, Gender Audit, Gender Mainstreaming, Gender Analysis (GA), Gender Audit and applications of GA tools and frameworks;
- d. At least three (3) years of GAD-related work experience such as provision of technical assistance, capacity-building, research, policy development, program and project development and implementation, gender analysis, monitoring and evaluation and reporting on GAD, and preparation and review of GAD plans and budgets and GAD accomplishment reports; and
- e. With experience working and dealing with government offices or institutions on GAD-related engagements.

For Consultancy Team:

- a. Partnerships duly organized under the laws of the Philippines of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

- b. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- c. Cooperatives duly organized under the laws of the Philippines; or
- d. Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract. Provided, *however, that* Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA;
- e. Lead Consultant must have at least a bachelor's degree preferably in any of the following: Women's Studies, Development Studies, Sociology, Anthropology, Public Administration/Management, Economics, Political Science, Research and Communication, Social Science, or other allied courses;
- f. With substantive knowledge on GAD concepts, Gender Mainstreaming, Gender Analysis (GA), Gender Audit and applications of GA tools and frameworks;
- g. At least three (3) years of GAD-related work experience such as provision of technical assistance, capacity-building, research, policy development, program and project development and implementation, gender analysis, monitoring and evaluation and reporting on GAD, and preparation and review of GAD plans and budgets and GAD accomplishment reports; and
- h. With experience working and dealing with government offices or institutions on GAD-related engagements.

VI. Criteria for Evaluation or Selection

PHILGUARANTEE shall select the most qualified service provider using the quality-cost based evaluation pursuant to the pertinent provisions of R.A. No. 9184 or the Government Procurement Reform Act. The 75% - 25% quality to cost ratio shall be used for this purpose allocated as follows:

Evaluation Criteria	Weight
Technical Proposal <ul style="list-style-type: none"> • Quality: suitability to perform the work, general qualifications and competence, including education and training background of the consultant • Experience • Plan of Approach and Methodology: Clarity, feasibility, innovativeness and comprehensiveness of the proposal 	75%
Financial Proposal	25%
Total	100%

The bidder with the highest rated score based on the technical and financial proposals submitted, provided that the score shall pass the hurdle score of 80 points, shall be the Highest Rated Bidder.

VII. Payment Scheme

PHILGUARANTEE shall pay the Service Provider within fifteen (15) working days upon receipt of the original signed Statement of Account, or billing statement, supported by a Certificate of Satisfactory Service Rendered to be issued by the GAD-GFPS TWG, and upon completion of all the deliverables / documentary requirements for each tranche of payment.

VIII. Mode of Procurement

The mode of procurement shall be Negotiated Procurement-Small Value Procurement provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

IX. Confidentiality of Data and Information

The Service Provider shall be engaged by PHILGUARANTEE and shall submit outputs directly to the GAD-GFPS TWG for review and endorsement for payment. All the materials, data and information used and generated in this project will be the sole property of PHILGUARANTEE. The service contractor shall not use nor disseminate these documents for its own use without the written consent of the PHILGUARANTEE.

X. Liquidated Damages

In case of delay in the delivery of expected service, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1 %) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, PHILGUARANTEE shall rescind the contract, without prejudice to other courses of action and remedies open to it.


XI. Dispute Agreement/Resolution

Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Makati City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:


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