

## **TERMS OF REFERENCE**

### **ENGAGEMENT OF A CONSULTANT TO ASSIST IN THE IMPLEMENTATION OF AN INTEGRATED MANAGEMENT SYSTEM (IMS)**

**Approved Budget for the Contract – Five Hundred Thousand Pesos (Php 500,000.00), inclusive of applicable taxes**

#### **I. BACKGROUND**

The Philippine Guarantee Corporation (PhilGuarantee) was created by virtue of Executive Order No. 58 series of 2018 which directed the merger of Home Guaranty Corporation (HGC) and the Philippine Export-Import Credit Agency (PhilExim). EO No. 58 also provides for the transfer of guaranty functions, programs and funds of Small Business Corporation and administration of agricultural guaranty fund pool and industrial guaranty loan fund.

By virtue of the said EO, the guaranty provision/services of the government are centralized and handled by one government entity – the PhilGuarantee. In line with providing quality and efficient services to its clients, stakeholders and the public in general, it is important that the PhilGuarantee, together with its officers and employees adopt measures to make its processes at par with the international standards in providing government service.

In order to improve the competitiveness of the processes that are customer-focused and at the same time in the observance of government directive to institutionalized quality management system in all agencies aligned with ISO-related standards, the Philippine Guarantee Corporation (PhilGuarantee), through the Corporate Compliance and Standards Office is adopting an Integrated Management System (IMS). The IMS will include two (2) ISO standards – ISO 9001:2015 on Quality Management System and ISO 27001:2013 on Information Security Management System (ISMS).

#### **II. OBJECTIVE**

The engagement of a Consultant will assist the PhilGuarantee and help in the readiness of the Corporation for ISO certification in establishing, adopting and implementing the Integrated Management System (IMS) based on identified ISO Standards.

The Consultant will provide technical assistance in every stages of preparation for the certification and conduct the needed capacity-

building activities to ensure that the officers and employees of the PhilGuarantee are equipped with the necessary knowledge on the implementation of ISO standards in various documented procedures.

### **III. SCOPE OF WORK**

#### **A. ASSESSMENT**

The Consultant, together with the Quality Management and Standards Division shall make an initial assessment of the existing Quality Management System (QMS) as well as the adoption of the Information Security Management System (ISMS) in coordination with the Information Technology Department and make reasonable evaluation on how to calibrate the same considering the organizational structure and recent placement of personnel due to merger as well as the processes of the various groups, departments and units of the Corporation. Included in this deliverable is the review of the existing manuals of procedure/ Citizen's Charter and make necessary changes and/or revisions.

In this stage, the Consultant together with the Quality Management and Standards Division shall determine the process/es which will form part of the IMS for PhilGuarantee. This includes the determination of personnel who should undergo the necessary training to equip them with proper understanding of the ISO and to be champions of this undertaking.

#### **B. EDUCATION/TRAINING**

The Consultant shall customize, program and design a series of trainings/workshops on ISO standards (ISO 9001:2015 for Quality Management System and ISO 27001:2013 for Information Security Management System). It is expected that the Consultant will provide and transfer knowledge on these two (2) ISO standards covering its development, implementation, documentation and integration to the processes of PhilGuarantee.

The trainings/workshops shall be participated by selected officers and employees of the PhilGuarantee, which aim to:

1. Orient/re-orient the participants on the requirements of ISO 9001:2015 for Quality Management System and ISO 27001:2013 for Information Security Management System, which include, among others, awareness of the standard requirements and documentation needed for the implementation of ISO standards, and relatively, the following, but not limited, the components as follows:

- Determine and draw up strategies and/or approaches in implementing the QMS and ISMS;
  - Discuss the governance framework needed to manage the integrated QMS and ISMS for the Corporation;
  - Identify the critical process and activities of the organization using a structured approach;
  - Discuss the requirements of the mentioned ISO standards and how the Corporation can comply to these requirements;
  - Discuss the documentation needed in adopting ISO standards in the processes;
  - Determine the methods of monitoring and analysis needed to ensure compliance; and
  - Such other important factors and components needed to ensure that ISO standards are properly adopted to the procedures of the Corporation.
2. Training course for the designated Internal Auditors, to include, among others the following:
- Process of conducting internal audit for ISO 9001:2015 and ISO 27001:2013 standards;
  - Orient/re-orient the designated internal auditors on the management system auditing in accordance with ISO 19011:2011;
  - Discuss the proper application of auditing guidelines in order to assess the conformity of the of the Quality and Business Continuity Management System of the Corporation to ISO 9001:2015 and ISO 27001:2013 standards;
  - Develop an audit checklist in order to determine compliance with ISO 9001:2015 and ISO 27001:2013 standards;
  - Identify the process that should be followed in conducting audit activities;
  - Such other important aspects of internal auditing to ensure that those who will conduct the same are competent to do the auditing of the Corporation's processes in line with ISO Standards.

The Consultant shall likewise prepare the needed presentation for each training/seminar and the needed handouts which shall be provided prior to the scheduled trainings/seminars. As part of the capacity-building, the Consultant shall likewise issue

the necessary certificate of attendance/participation to the attendees of the trainings/seminars.

### **C. DOCUMENTATION**

The Consultant shall guide and assist the client in making changes or revisions to the IMS in order to comply with the requirements of ISO 9001:2015 and ISO 27001:2013 standards including the review on the existing manuals/documentation, operational instruction and determine if it is still applicable to the current set-up of the PhilGuarantee. The Consultant will assist the PhilGuarantee in drafting and completing the needed manuals for the implementation of its IMS based on the identified ISO standards.

Part of this stage is the gap assessment needed by various departments/units as their respective processes transitioned to ISO standards, without deviating from the mandate of the Corporation.

### **D. IMPLEMENTATION AND REVIEW**

The Consultant shall review the IMS of PhilGuarantee on the identified business processes and its support processes to determine if the required output and services are fulfilled and make changes if necessary. By way of improvement, the Consultant shall give necessary recommendation to the IMS before and after the internal quality audit. The Consultant shall be available during the presentation of the results of the internal audit as resource person on issues concerning actions non-compliance and opportunities for improvement. The Consultant shall also assist in the effective implementation of the IMS and adopt measures necessary to ensure that the Corporation will pass the certification for ISO.

To ensure the Corporation's readiness, the Consultant shall conduct a pre-certification assessment to identify potential issues and questions to enable the PhilGuarantee to institute the needed actions in order to address these issues and questions.

After the conduct of the external audit, the Consultant shall assist the PhilGuarantee in carrying-out the actions/compliance needed to address the non-conformities issued by the external auditor to PhilGuarantee until the

certification is achieved. This may include, among others, final gap assessment and response to corrective actions issued by the external auditing team.

The Consultant shall likewise perform task necessary to ensure that will pass the external audit and be able to obtain the necessary ISO Certification with NO ADDITIONAL COST to PhilGuarantee.

#### **IV. OBLIGATIONS OF PHILGUARANTEE**

1. PhilGuarantee shall provide the necessary requirements for the trainings/seminars. These shall include training venue, equipment, supplies, training materials, and meals for participants and resource persons;
2. PhilGuarantee shall ensure timely implementation of relevant project activities and provide policy support for the implementation of the IMS and; and
3. PhilGuarantee shall ensure the availability and participation of the participants during trainings/seminars and other activities necessary for the implementation of the project.

#### **V. MINIMUM QUALIFICATIONS:**

The Consultant shall have proven track record in assisting corporations and/or organizations in order to develop, implement and obtain the intended ISO certification for ISO 9001:2015 and ISO/IEC 27001.

The Lead Consultant must be able to show proof for the following qualification requirements:

1. Bachelor's Degree, preferably in business administration, business management, public administration, public management, engineering or related field.
2. With at least forty (40) hours of relevant training/seminar on ISO standards, which include among others, ISO 9001:2015 and ISO/IEC 27001:2013.
3. Must have undertaken similar consulting services and/or training services in the last ten (10) years, to at least three (3) institutions, one of which is a government agency, and supported by certificate of satisfactory service/certificate of acceptance or similar document showing completion of the service provided.
4. The Consultant must have a training/experience in third-party auditing for ISO 9001 certification.

## **VI. DOCUMENTARY REQUIREMENTS:**

The Consultant shall submit the following documentary requirements:

1. PhilGEPS Registration Number
2. Curriculum Vitae of the Lead Auditor
3. Mayor's/Business Permit
4. Income or Business Tax Return
5. Omnibus Sworn Statement (in the prescribed form)

## **VII. TERMS OF AGREEMENT**

1. The Consultant's services shall be available to PhilGuarantee after the Consultant has received the Notice to Proceed from the PhilGuarantee.
2. The Consultant's services will be performed at 17<sup>th</sup> Floor Citibank Tower, Valero Street, Salcedo Village, 1227, Makati City, and alternatively at 335 Jade Building, Sen. Gil Puyat Avenue, Makati City and should there be changes in the physical office of the Corporation, the same shall be timely communicated to the Consultant. Such change in the physical office of the Corporation shall not, in any way, affect the deliverables of the Consultant
3. Nothing herein shall be construed to create an employee-employer relationship between the Provider/Consultant and PhilGuarantee as Client. The Provider/Consultant is not authorized and shall not enter into any obligation on behalf of the PhilGuarantee, or commit PhilGuarantee in any manner without prior written consent of PhilGuarantee.
4. The Consultant warrants to:
  - Conform strictly to all the terms and conditions of this engagement;
  - Work and coordinate with the designated personnel in the performance of the deliverables required by the PhilGuarantee;
  - Secure, maintain and update all the necessary registration, licenses and/or permits required under the law at its or his/her own expenses;
  - Comply with all the necessary requirements provided for under the law, rules regulations as well the issuance and directives of regulatory bodies.

5. The Consultant shall not use or divulge to anyone, except when such will be beneficial to the PhilGuarantee, either during or after the engagement, any of its trade secrets, proprietary information or other proprietary data of any kind whatsoever acquired by reason of this engagement.
6. The Consultant shall not assign, transfer, pledge, sub-pledge, or make such other disposition of any of his obligations under the Contract or any part or interest therein.
7. The PhilGuarantee may, at any time during the duration of this engagement and in case of breach or material default, terminate the contract of services with the Consultant, provided that PhilGuarantee will give a 30-day written notice to the Consultant to explain said breach or default, or otherwise cure the same within the conditions set forth in the notice. Failure to do so shall cause the termination of the contract. PhilGuarantee shall only be liable to pay the costs of actual services rendered prior to the termination.
8. Any reports, studies, and other materials prepared by the Consultant for the PhilGuarantee under the contract shall belong solely to and remain property of the PhilGuarantee.
9. The Consultant shall complete the project in compliance with the Terms of Reference in four (4) months or earlier, from the date of the receipt of the Notice to Proceed. No extension of contract will be given, except due to the following causes: typhoon, earthquake or other natural calamities or other forms of force *majeure*, stoppage or suspension of government work directed by competent authority, civil disorder and other similar and/or analogous causes that will make it impossible for the Consultant to perform its obligations to PhilGuarantee. If there is a justifiable reason to extend the contract due to the existence of circumstances herein provided, PhilGuarantee will not be liable for additional costs and the Consultant will not incur any penalty for the late deliverables of the output needed.

## VIII. CRITERIA FOR EVALUATION/SELECTION

PhilGuarantee shall select the most qualified Consultant using the quality cost-based methodology pursuant to the pertinent provisions of R.A. No. 9184. The 70% - 30% quality to cost ratio shall be used for this purpose and shall be allocated as follows:

<b>Criteria</b>	<b>Percentage</b>
<b>A. Technical Proposal</b>	
1. Quality of Personnel to be Assigned	<b>30%</b>
2. Firm Experience & Capability	<b>30%</b>
3. Plan of Approach & Methodology	<b>40%</b>
	<b>70%</b>
<b>B. Cost Proposal</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>

## IX. MANNER OF PAYMENT

The Consultant will be paid in accordance with the following schedule:

<b>Details</b>	<b>Percentage of Payment</b>
After the completion of the Assessment (Item III, A)	10%
After the completion of the training/seminar (Item III, B)	40%
After the completion of Documentation (Item III, C)	25%
After the completion of Implementation and Review (Item III, D)	25%
<b>Total Contract Price (inclusive of applicable taxes)</b>	<b>100%</b>

The processing of payment based on the above schedule will commence upon submission by the Consultant of a performance report in each stage, addressed to the Vice President for Corporate Compliance and Standards Office, who shall in turn issue a Certificate of Acceptance.



Final payment shall be processed upon submission by the Consultant of a performance report on the Implementation and Review stage addressed to the Vice President for Corporate Compliance and Standards Office and an executive summary report on the activities undertaken for the entire engagement addressed to the Head of the Procuring Entity.