

## **TERMS OF REFERENCE**

### **DOCUMENTATION, TRAINING AND CONSULTANCY SERVICES FOR THE RECERTIFICATION OF THE INTEGRATED MANAGEMENT SYSTEM (IMS) OF PHILIPPINE GUARANTEE CORPORATION**

#### **I. Background:**

The Philippine Guarantee Corporation (PGC) was created by virtue of Executive Order No. 58 s. 2018 which directed the Home Guaranty Corporation (HGC) and Philippine Import-Export Credit Agency (PhilEXIM). In compliance with Executive Order No. 605 institutionalizing the structure, mechanism and standards to implement the Government Quality Management Program (GQMP), all government agencies are directed to adopt a Quality Management System (QMS) certifiable to ISO 9001 in the delivery of its priority government services. Relevant to the ISO 9001:2015 and ISO/IEC 27001:2013 Integrated Management System (IMS) Certification of the Philippine Guarantee Corporation (PHILGUARANTEE), the agency is committed to the continuous implementation of IMS covering the housing guarantee processes and support processes as well the information security program of the Information Technology Department to ensure the successful Recertification Audit to be conducted in the second half of the year. As we progress through the Corporation's IMS, the agency will expand the coverage to Priority Sector Guarantee Group and/or additional scope covering other processes.

In view thereof, there is a need to engage the services of a Consultant who will provide expert knowledge through training and consultation throughout the project stages from documentation to implementation and audits, and ensure that the PHILGUARANTEE will achieve its objective and benefit from an effective Integrated Management System in the most economic and timely manner.

#### **II. Approved Budget for the Contract**

The Approved Budget for the Contract is Seven Hundred Thousand Pesos (Php 700,000.00) inclusive of applicable taxes.

### III. Specifications of the Engagement

The Consultant shall provide the following training and consultancy services necessary to ensure recertification of PHILGUARANTEE's ISO 9001:2015 and ISO/IEC 27001:2013 Integrated Management System:

Description of Activities	Location	Tentative Implementation	Tentative Duration / Number of Participants	Deliverables (when applicable)
Conduct of IMS Internal Auditor's Refresher Course	Virtual/Online	5 days after the issuance of the Notice to Proceed and approval of the Contract	4 Man-Days / 80 Participants	Training Materials and Certificate of Completion of Qualified Participants
Evaluate the current IMS documented information of PHILGUARANTEE considering the addition of PSGG processes in the scope and identify the gaps	PHILGUARANTEE Makati Office	5 days after the conduct of the IMS Internal Auditors Refresher Course		Gap Report
Assist in the revision, if required and preparation of new IMS Manual and procedures in conformance with the requirements of ISO 9001:2015 and ISO/IEC 27001:2013 standards, operational requirements, work instructions, flowchart and forms	PHILGUARANTEE Makati Office	5 days after the submission of Gap Report		New/Revised Manuals, Forms, Procedures, Work Instructions
Conduct Comprehensive Root Cause Analysis and Corrective Action Training with Workshop	Virtual/Online	5 days after the IMS Internal Audit	4 Man-Days / 80 Participants	Training Materials, Certificate of Completion of Qualified Participants, Filled-up Nonconformity Reports
Assist PHILGUARANTEE in the root cause analysis of Recertification Audit findings and establishment of correction and corrective actions	PHILGUARANTEE Makati Office	2 days after the IMS Recertification Audit		Reviewed and Accepted Consolidated Nonconformity Reports by the Certifying Body

### IV. 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 BDO Towers Valero, 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 six (6) 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.

## V. Criteria for Selection

The committee shall decide on the best technical specification offer that will be based on Quality-Cost Based Evaluation (QCBE). The criteria and rating system for the selection of the winning Consultant are as follows:

Criteria	Percentage
<b>A. Program Design</b>	
1. Framework/Program	30%
2. Approach & Methodology	30%
<b>B. Resource Speaker</b> <ul style="list-style-type: none"><li>• Expertise</li><li>• List of organization, private corporation's/ government offices where RS conducted trainings /seminars/ consultancy services for QMS and ISMS</li></ul>	20%
<b>C. Cost Proposal</b>	20%

The contract shall be awarded to the Single Consultant with the Highest Rated and Responsive Proposal.

## VI. Manner of Payment

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

Completion of the Following Activities	Percentage of Payment
Conduct of IMS Internal Auditor's Refresher Course	15%
Evaluate the current IMS documented information of PHILGUARANTEE considering the addition of PSGG processes in the scope and identify the gaps	15%

Assist in the revision, if required and preparation of new IMS Manual and procedures in conformance with the requirements of ISO 9001:2015 and ISO/IEC 27001:2013 standards, operational requirements, work instructions, flowchart and forms	25%
Conduct Comprehensive Root Cause Analysis and Corrective Action Training with Workshop	25%
Assist PHILGUARANTEE in the root cause analysis of Recertification Audit findings and establishment of correction and corrective actions	20%
<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 Compliance Management and Standards Office, who shall in turn issue a Certificate of Acceptance.

## **VII. Delivery Period**

The winning bidder must be able to deliver the training and consultancy services after the issuance of the Notice to Proceed and Approval of the Contract as per stated in the tentative implementation in the Specifications of the Engagement and Terms of Agreement.



**ESTRELLITA N. TESORO**  
Vice President

**Compliance Management and Standards Office**