

TERMS OF REFERENCE

CONSULTANCY SERVICES FOR THE DEVELOPMENT OF BUSINESS CONTINUITY MANAGEMENT SYSTEM OF PHILIPPINE GUARANTEE CORPORATION

1. Background

PHILGUARANTEE is a government owned and controlled corporation resulting from the merger and consolidation of five (5) Philippine Guarantee Programs and Agencies (PGPAs) pursuant to Executive Order No. 58, Series of 2018. PHILGUARANTEE is the former Philippine Export-Import Credit Agency (PhilEXIM), the surviving entity in the merger of the PGPAs.

As the principal agency for state guarantee finance of the Philippines, the primary objective of PHILGUARANTEE is to perform its development financing role through the provision of credit guarantees in support of trade and investments, exports, infrastructure, energy, tourism, agricultural business/modernization, housing, MSMEs and other priority sectors of the economy, with the end view of facilitating and promoting socio-economic and regional development.

PHILGUARANTEE, a government financial institution, is mandated to adhere to the rules and regulations set by the different government and regulatory agencies such as the Bangko Sentral ng Pilipinas (BSP), Commission on Audit (COA), and Department of Information and Communications Technology (DICT), among others.

PHILGUARANTEE intends to engage the services of a **Consultant for the Corporation's Business Continuity Management System (BCMS)**.

The engagement of the Consultant aims to provide PHILGUARANTEE with the professional guidance and assistance in developing its BCMS to be able to mitigate future business loss, including potential reputational damage and minimize the possible harm/loss of human lives.

2. Approved Budget for the Contract

The Projected Budget for the Contract for the Consultancy Services is **Nine Hundred Ninety One Thousand Three Hundred Thirty Pesos only (PHP 991,330.00)** inclusive of applicable taxes and fees.

3. Specifications of the Engagement

The Scope of Work / Deliverables of the Consultant/s shall cover the entire PHILGUARANTEE offices located at 22nd, 23rd and 24th floors of BPI-Philam Building, 6811 Ayala Ave., Makati City.

Aligned with BSP's Manual of Regulations for Non-Bank Financial Institutions (MORNBFI), at the very least, the scope of work shall cover the BCMS Processes – (1) Business Impact Analysis (BIA) and Risk Assessment, (2) Strategy Formulation, (3) Plan Development, (4) Plan Testing and (5) Personnel Awareness Training and Plan Maintenance.

The Consultant shall render professional services such as but not limited to the following:

Description of Activities	Location	Tentative Implementation	Tentative Duration / Number of Participants	Deliverables (when applicable)
Defining the Scope and Objectives and Project Kick-off	PHILGU RATEE office, BPI Philam, Makati City / Online	10 days after the issuance of the Notice to Proceed and approval of the Contract	TBD / 36 pax	- Project organizational chart - Project roles and responsibilities - Project plan, approach and timeline - Alignment of scope and objectives
(1) Analyses	PHILGU RATEE office, BPI Philam, Makati City / Online	TBD by the Consultant	TBD / 36 pax	BIA: - List of business processes, business functions, workflows and dependencies (downstream and upstream) - Defined impact types (loss of revenues, increase operating expenses penalties, etc.) and criteria relevant to PHILGUARANTEE. - Maximum Tolerable Period of Disruption (MTPD) during a disruption occurs. - Maximum tolerable length of downtime for a business application or Recovery Time Objective (RTO) - Recovery Point Objective (RPO), or the amount time that passed during a disruption. - Minimum level of services and products acceptable to PHILGUARANTEE - Identified list of prioritized activities. - List of resources required to support the prioritized activities. - List of determined dependencies, such as suppliers, 3rd party & other suppliers, and interdependencies of prioritized activities. - Impact and effect of the disruption to the organization RA - Risk Registry (RR) - Risk Treatment and Action Plans (RTAP) - Risk classification and prioritization - Documented procedures for risk management Gap Analysis

				Report on the current state, detailed findings and recommendations.
(2) <i>Strategy Formulation</i>	PHILGU RATEE office, BPI Philam, Makati City / Online	TBD by the Consultant	TBD / 36 pax	Business continuity of operations/resumption and recovery strategies, and procedures aligned with the business units and the support functions for the provisioning of essential needs, resources and technologies necessary to continue, resume and recover the operation of the business.
(3) <i>Plan Development</i>	PHILGU RATEE office, BPI Philam, Makati City / Online	TBD by the Consultant	TBD / 36 pax	Business Continuity Plan (BCP) and Public Service Continuity Plan (PSCP) with detailed guidelines and procedures on response and management of a crisis, recovery of critical business services and functions and resumption to normal operations. Documented BCP that covers, at a minimum the following (1) Escalation, declaration and notification processes; (2) Responsibilities and procedures; (3) List of resources to recover; (4) Alternate recovery sites; and (5) Procedures in restoring back to normal operations.
(4) <i>Plan Testing</i>	PHILGU RATEE office, BPI Philam, Makati City / Online	TBD by the Consultant	TBD / 36 pax	Testing documentation that includes testing plan, testing scenario/s, procedures and testing result.
(5) <i>Personnel Awareness Training</i>	PHILGU RATEE office, BPI Philam, Makati City / Online	TBD by the Consultant	TBD / 36 pax	Course material BCMS Knowledge Transfer (expected roles and responsibilities of concerned personnel, concepts of BCMS, among others)
<i>Hand holding Service</i>	PHILGU RATEE office, BPI Philam, Makati City / Online	TBD by the Consultant	TBD / 36 pax	Guidance and mentoring.

3.1. Defining the Scope and Objectives, and Project Kick-off

Conduct the initial assessment and come up with objectives of the BCMS in line with the latest ISO 22301, BSP Circular No. 951 s. 2017 and NDRRMC Memorandum No. 33 s. 2018 (Public Service Continuity Plan for Government Agencies). This includes but not limited to, identifying the BCMS scope, key business activities, products and services.

3.2. Analyses

3.2.1. Current State Assessment

The Consultant/s shall conduct review and assess the current state of PHILGUARANTEE in terms of governance that is related to risks management, disaster recovery, continuity plan including pandemic related responses, emergency preparedness and crisis management.

3.2.2. Risk Assessment

The Consultant/s together with PHILGUARANTEE, shall identify the risks including but not limited to, current IT systems, business processes, pandemic related, natural disasters and the likes. The objective is to understand and where the Corporation is most vulnerable.

3.2.3. Business Impact Analysis (BIA)

The Consultant/s shall conduct BIA trainings and workshops to PHILGUARANTEE personnel and provide feedbacks, reviews and recommendations necessary to have a sound and accurate assessment of the critical processes. BIA is a crucial factor and its result will be used in the Business Continuity Planning.

3.3. Strategy Formulation

The Consultant/s shall identify and propose business continuity strategies as a result of the BIA and assessment exercises. The proposed business continuity strategies must include for before, during and after disruption. The Business Continuity strategies shall contain the resource requirements, the implementation and maintenance plan.

3.4. Plan Development

The Consultant/s shall develop and document the Business Continuity Plan (BCP) and the Public Service Continuity Plan (PSCP), and procedures based on the formulated strategies. It will have a detailed guidelines and procedures and will be used when required to activate the business continuity solutions. These guidelines and procedures shall cover, but not limited to the following:

- 3.4.1. Disaster Recovery Plan
- 3.4.2. Business Continuity Plan
- 3.4.3. Crisis Management and Communication
- 3.4.4. Organizational Structure and Governance
- 3.4.5. Roles and Responsibilities

3.5. Plan Testing

The Consultant/s shall conduct simulation and testing based on the BCMS documents. Based on the type of testing methods, the Consultant/s shall provide recommendations that deemed appropriate to PHILGUARANTEE.

3.6. Personnel Awareness Training

The Consultant/s shall provide training to all concerned personnel to promote awareness, familiarity and understanding of their roles and responsibilities in the event of disruption. Structure and content of the training program, hand-outs/materials and schedule will be provided by the Consultant.

3.7. Hand-holding Service

The Consultant shall provide post consulting services throughout the development and documentation of the BCP and PSCP manuals for PHILGUARANTEE.

4. Terms of Agreement

- 4.1. The Consultant's services shall be delivered to PHILGUARANTEE after the Consultant has received the Notice to Proceed from the PHILGUARANTEE.
- 4.2. The Consultant's services will be performed at 22nd, 23rd and 24th floors of BPI-Philam Makati, 6811 Ayala Ave., Makati City.
- 4.3. The Consultant warrants to:
 - 4.3.1. Conform strictly to all the terms and conditions of this engagement;
 - 4.3.2. Work and coordinate with the designated personnel in the performance of the deliverables required by the PHILGUARANTEE;
 - 4.3.3. Secure, maintain and update all the necessary registration, licenses and/or permits required under the law at its or his/her own expenses;
 - 4.3.4. Comply with all the necessary requirements provided for under the law, rules regulations as well the issuance and directives of regulatory bodies.
 - 4.3.5. 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.

4.3.6. 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.

4.4. 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.

4.5. 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.

4.6. The Consultant shall have the following responsibilities:

- 4.6.1. Defining the scope and objectives, and project kick-off
- 4.6.2. Analyses
- 4.6.3. Strategy formulation
- 4.6.4. Plan development
- 4.6.5. Plan testing
- 4.6.6. Personnel awareness training
- 4.6.7. Hand-holding service

5. Criteria for Selection

The committee shall decide on the best technical specification offer that will be based on the following criteria with a passing rate set at **80%** overall score.

Criteria	Percentage
A. Technical Proposal	
• Applicable Experience and Track Record of the Firm/Company - No. of years of experience (10%). - Similar projects completed for government institutions/GOCC and/or private Financial Institutions (10%).	20%
• Qualification of Consultant Team Assigned - Consultant team members with relevant public and private sector specific experience preferably for GOCCs and financial institutions, as indicated in their submitted Curriculum Vitae (35%).	35%
• Plan of Approach and Methodology - Clarity, feasibility of the comprehensive work plan (25%).	25%
B. Cost Proposal	20%

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

6. Liquidated Damages

Where the Contractor/Consultant refuses or fails to satisfactorily complete the work within the specified contract time, plus any extension time duly granted and is hereby in default under the contract, the Contractor/Consultant shall pay PHILGUARANTEE for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the contract, equal to one tenth (1/10) of one percent (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 the contract, the PHILGUARANTEE may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances such as but not limited to forfeiture of performance security and/or blacklisting of the Contractor/Consultant.

7. Manner of Payment

In consideration of the services, PHILGUARANTEE shall pay the Consultant in the following manner:

Activity/Deliverable	Payment
• Defining the Scope and Objectives	15%
• Analyses	15%
• Strategy Formulation	20%
• Plan Development	20%
• Plan Testing	15%
• Training and Hand-holding Services	15%

Total **100%**

Payment after every activity/deliverable shall be made by PHILGUARANTEE within thirty (30) days upon receipt of invoice.

8. Delivery Period

The services subject of the procurement shall be for a period of six (6) months, starting from receipt by the winning bidder of the Notice to Proceed.

Approved by:



Emelita O. Santos

Department Head, Enterprise Risk and Management Office

BIDDER's CONFORME to the TOR:

Name and Signature of Authorized Representative

Designation

Name of Company

Date