

## **TERMS OF REFERENCE**

### **TRAINING AND CONSULTANCY SERVICES FOR THE MAINTENANCE OF THE CERTIFICATION OF THE INTEGRATED MANAGEMENT SYSTEM (IMS) OF PHILIPPINE GUARANTEE CORPORATION**

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

The Philippine Guarantee Corporation (PHILGUARANTEE) is a government owned and controlled corporation resulting from the merger and consolidation of five (5) Philippine Guarantee Programs and Agencies (PGPAs) pursuant Executive Order No. 58, Series of 2018. Being the Principal Agency for State Guarantee Finance of the Philippines, the Corporation have the primary objective 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 in view of facilitating and promoting socio-economic and regional development.

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 and improvement of IMS covering the housing & priority sector guarantee processes and its support processes. Moreover, the organization is also focused on the fulfillment of requirements and development of the information security program of the Information Technology Department and to include a core process in the Agricultural Guarantee Group with the aim to ensure the successful Surveillance Audit to be conducted in the second or third quarter of the year.

Taking into consideration, there is a requirement 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 Eight Hundred Twenty-Five Thousand Pesos (Php 825,000.00) inclusive of applicable taxes.



### III. Specifications of the Engagement

The Consultant shall provide the following training and consultancy services necessary to ensure maintenance of certification 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)
Assessment and identification of gaps of the current documented information of PHILGUARANTEE's Integrated Management System (3 man-days)	PHILGUARANTEE Makati Office	5 days after the issuance of the Notice to Proceed and Approval of the Contract		Gap Report
Provision of assistance in the revision, if required, and preparation of the updated IMS Manual and Procedures in conformance with the requirements of ISO 9001 and ISO/IEC 27001 standards (5 man-days) <ul style="list-style-type: none"> <li>Assist in the consolidation of IMS documented procedures for review by the Approving Authority</li> <li>Provide assistance in the update of the service delivery standard document of the Corporation</li> <li>Review the information security objectives and verify their alignment to the requirements of the Standard</li> <li>Conduct of Privacy Impact Assessment Workshop</li> </ul>	PHILGUARANTEE Makati Office	5 days after the submission of Gap Report		New/Revised Manuals, Forms, Procedures, Work Instructions  Draft Consolidation of IMS Departmental Procedures  Draft Update of Service Delivery Standard Document  Information Security Objectives  Privacy Impact Assessment Workshop Outputs
Provision of Awareness Training for the new ISO/IEC 27001:2022 (2 man-days)	PHILGUARANTEE Makati Office or Virtual/Online	April 2023	2 Man-Days / 80 Participants	Training Materials and Certificate of Completion of Qualified Participants
Conduct of IMS Internal Auditor's Advanced Course (4 man-days)	PHILGUARANTEE Makati Office or Virtual/Online	April 2023	4 Man-Days / 80 Participants	Training Materials and Certificate of Completion of Qualified Participants
Conduct of Advanced Root Cause Analysis and Corrective Action Training with Workshop (2 man-days)	PHILGUARANTEE Makati Office or Virtual/Online	5 days after the IMS Internal Audit	2 Man-Days / 80 Participants	Training Materials, Certificate of Completion of Qualified Participants, Filled-up Nonconformity Reports

Provide Assistance to PHILGUARANTEE in the root cause analysis of Surveillance Audit findings and establishment of correction and corrective actions (2 man-days)	PHILGUARANTEE Makati Office or Virtual/Online	2 days after the IMS Surveillance Audit		Reviewed and Accepted Consolidated Nonconformity Reports by the Certification Body
---	---	---	--	--

#### IV. Terms of Agreement

1. The Consultant's services shall be provided to PHILGUARANTEE after the Consultant has received the Notice to Proceed from the PHILGUARANTEE.
2. The Consultant's services will be performed at **22<sup>nd</sup>, 23<sup>rd</sup> and 24<sup>th</sup> Floor, 6811 BPI Philam Life Building, Ayala Avenue, 1226, 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 mentioned above, 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 the following criteria with a passing rate set at 80% overall score:

Criteria	Percentage
<b>A. Program Design</b>	
1. Framework/Program <i>Completeness as per PHILGUARANTEE Requirements – 10%</i> <i>Compliance to Applicable Legal Requirements (IPO) – 10%</i> <i>Clear Presentation with Information Security and ISO Conforming Features (document control number, classification) – 10%</i>	30%
2. Approach & Methodology <i>Comprehensible Declaration of Ways to Deliver the Services – 15%</i> <i>Provision of Expectations for Mutual Benefits – 15%</i>	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%

## VI. Manner of Payment

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

Completion of the Following Activities	Percentage of Payment
Assessment and identification of gaps of the current documented information of PHILGUARANTEE's Integrated Management System	15%
Provision of assistance in the revision, if required, and preparation of the updated IMS Manual and Procedures in conformance with the requirements of ISO 9001 and ISO/IEC 27001 standards <ul style="list-style-type: none"><li>Assist in the consolidation of IMS documented procedures for review by the Approving Authority</li><li>Provide assistance in the update of the service delivery standard document of the Corporation</li><li>Review the information security objectives and verify their alignment to the requirements of the Standard</li><li>Conduct of Privacy Impact Assessment Workshop</li></ul>	30%
Provision of Awareness Training for the new ISO/IEC 27001:2022	10%
Conduct of IMS Internal Auditor's Advanced Course	25%
Conduct of Advanced Root Cause Analysis and Corrective Action Training with Workshop	10%
Assist PHILGUARANTEE in the root cause analysis of Surveillance 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 Head of the 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**  
Head, Compliance Management and Standards Office