

TERMS OF REFERENCE

PROCUREMENT OF CONSULTANCY SERVICES FOR ISO 9001:2015 TRAINING AND CONSULTANCY OF THE OFFICE OF THE SOLICITOR GENERAL

APPROVED BUDGET COST: Nine Hundred Ninety Thousand Pesos
(Php990, 000.00)

I. PROJECT WORK DETAILS

Description

The OFFICE OF THE SOLICITOR GENERAL (CLIENT) seeks to procure consultancy services in order to establish a Quality Management System (QMS) that will improve the organization's operations pursuant to ISO 9001:2015 standard covering the operations of its Docket Management Service, the Legal Divisions and the Secretariat, particularly the receipt and processing of new cases.

Background

The Office of the Solicitor General is a national government agency that represents the Republic of the Philippines and its officials, in their official capacity, in litigations, proceedings, investigations and other matters requiring the services of a lawyer.

As tribune of the People and given the indispensable role that the OSG plays in the administration of justice, it is imperative that its employees, systems and procedures are at par with international standards in public administration.

Under Memorandum Circular No. 6, s. 2012 of the Civil Service Commission, government agencies are directed to establish and implement a Strategic Performance Management System. In addition, the entitlement of agencies to the Performance Based Bonus makes use of measurable outputs in order to determine the entitlements of government employees based on their performance outputs. Hence, there is a need for an institutionalized standard regarding the process flow of the office, beginning with two (2) core services of the CLIENT, which are the: Docket Management Service and Legal Service, particularly the receipt and processing of new cases.

Objective

The Project aims to make the chosen core services of the CLIENT ready for certification by guiding the Client in the establishment and implementation of the QMS. Towards this objective, the chosen bidder-consulting firm (CONSULTANT) shall provide all training and consultation services needed to ensure that CLIENT will be ISO-ready and in the future, obtain ISO certification.

Scope

TERMS OF REFERENCE

PROCUREMENT OF CONSULTANCY SERVICES FOR ISO
9001:2015 TRAINING AND CONSULTANCY.

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PHASE 1. *ASSESSMENT*. The CONSULTANT, together with the designated point persons of the CLIENT shall make initial assessment of the current management system to make a reasonable evaluation of the measures that need to be undertaken. The mandate and function of the Client shall be considered in the assessment. The CONSULTANT will also perform an in-depth analysis of client's existing structure and processes against the ISO 9001:2015 standard.

PHASE 2. *PLANNING AND EDUCATION*. The CONSULTANT shall facilitate customized workshops on the management responsibilities. They shall be guided in setting up functional goals and objectives that the certification can help achieve. The following are the trainings that the CLIENT plans to undertake:

| Training Course | Target Number of Participants (As identified by the Committee) | Remarks |
|---|---|--|
| ISO 9001:2015 Awareness | 170 | QMS Team (25), Internal Quality Audit Team (9), DMSRepresentatives (10), Legal Divisions (120), Secretariat (6) |
| ISO 9001:2015 Quality Management Systems Documentation Course | 170 | QMS Team (25), Internal Quality Audit Team (9), DMS Representatives (10), Legal Divisions Representatives (120), Secretariat Representatives (6) |
| | 170 | QMS Team (25), Internal Quality Audit Team (9), DMS Representatives (10), Legal Divisions Representatives (120), Secretariat Representatives (6) |
| ISO 9001:2015 Quality Management Systems Auditor | 9 | Internal Quality Audit Team (9) |

PHASE 3: *DOCUMENTATION*. The CONSULTANT shall conduct visits to guide and assist the CLIENT in the establishment and documentation of CLIENT's QMS in compliance with the requirements of the ISO 9001:2015. The Consultant will also review the current Quality Management System Manual of the Docket Management Service and will assist the CLIENT with the drafting and completion of a Quality Management System Manual for the processing of new cases received by the CLIENT.

PHASE 4: *IMPLEMENTATION AND REVIEW PHASE*. The CONSULTANT shall conduct reviews to determine if the CLIENT's QMS is fulfilling its purpose in the organization and whether any change is necessary to improve its effectiveness in the organization. The Consultant will give recommendations on the CLIENT's QMS.

TERMS OF REFERENCE

PROCUREMENT OF CONSULTANCY SERVICES FOR ISO 9001:2015 TRAINING AND CONSULTANCY.

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PHASE 5: *AUDIT* - The CONSULTANT shall conduct a thorough assessment to check compliance of processes and documents as well as implementation of the standard and quality system manuals.

PHASE 6: PRE-CERTIFICATION PHASE. The CONSULTANT shall guide and assist the CLIENT in planning and carrying-out for corrective actions on the non-conformance found in the Manual and will determine if the CLIENT is ready to be certified under ISO 9001:2015.

| DURATION | |
|--|----------------|
| (*subject on readjustment based on valid and reasonable grounds) | |
| Phase 1 | One (1) month |
| Phase 2 | Two (2) months |
| Phase 3 | Two (2) months |
| Phase 4 | Two (2) months |
| Phase 5 | One (1) month |
| Phase 6 | One (1) month |

II. TERMS OF AGREEMENT

1. *Qualifications.* The CONSULTANT shall have ALL the following basic qualifications:
 - a. For natural persons, Consultant must hold at least a Bachelor’s degree in law, public management, public administration or related field and must have attended at least forty (40) hours relevant training
 - b. For juridical person, must be duly registered with the Securities and Exchange Commission, and must possess the necessary accreditation if the Consultant is a local subsidiary/branch of a multi-national ISO Consultancy Firm and at least one of its employee to be engaged meets the qualifications set in the previous paragraph (a).
 - c. Must have undertaken at least four (4) successful consultancy and training services within the last ten (10) years, with firms or entities (private or government institutions) on the establishment of QMS towards attaining ISO 9001 Standard, supported by the necessary certification of satisfactory service from previous clients.
 - d. Aside from engaging in consultancies for the ISO 9001:2015 standard, Consultant preferably has experience with either a law firm, a government agency, or both.
2. CONSULTANT’s services shall be available to CLIENT after CONSULTANT has received a Notice to Proceed from CLIENT.

TERMS OF REFERENCE

PROCUREMENT OF CONSULTANCY SERVICES FOR ISO
9001:2015 TRAINING AND CONSULTANCY.

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3. *Where Services are to be Performed.* CONSULTANT's services will be performed at CLIENT's head office at 134 Amorsolo St., Legaspi Village, Makati City and other rented offices of the CLIENT.
4. *Nature of Relationship.* Nothing herein shall be construed to create an employer-employee relationship between the CLIENT and the CONSULTANT. The CONSULTANT shall not enter into any agreement or incur any obligations on the CLIENT's behalf, or commit the CLIENT in any manner without the CLIENT's prior written approval.
5. *Warranties of Consultant.* The CONSULTANT warrants that they shall:
 - a. conform strictly with all the conditions set forth in this Terms of Reference;
 - b. secure and maintain, at their own expense, all registration, licenses and/or permits required by law;
 - c. comply with legal requirements; as well as rules, regulations and directives of regulatory authorities; and
 - d. coordinate only with authorized or designated personnel in the performance of their duties.
6. *Confidentiality.* The CONSULTANT shall not use (except for CLIENT's benefit) or divulge to anyone – either during the term of this Agreement or thereafter – any of the CLIENT's trade secrets, the proprietary information, or other proprietary data or information of any kind whatsoever acquired by the CONSULTANT in carrying out the terms of this agreement. In this regard, the CONSULTANT shall:
 - a. be required to sign a non-disclosure agreement;
 - b. warrant, represent and undertake reliability of the services required;
 - c. agree to hold the propriety information in strict confidence;
 - d. agree not to reproduce, transcribe or disclose the proprietary information to third parties without prior written approval from the CLIENT; and
 - e. uphold strict confidentiality of any and all information that will come to CONSULTANT'S knowledge.
7. *Termination.* The CLIENT may, in case of material default on the part of the CONSULTANT, terminate the contract, provided that at least thirty (30) days prior written notice was given to the CONSULTANT and the CONSULTANT failed to cure the same within the conditions and period specified in the Notice. The CLIENT shall only be liable to reimburse the CONSULTANT for the actual services performed up to the effective date of termination. Termination of the contract shall not, in any way, prevent or prejudice any other claims which the parties may have against each other.

TERMS OF REFERENCE

PROCUREMENT OF CONSULTANCY SERVICES FOR ISO
9001:2015 TRAINING AND CONSULTANCY.

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8. *Force Majeure.* The CONSULTANT shall complete the project in strict compliance with the Terms of Reference within nine (9) months, reckoned from the date of receipt of Notice to Proceed. No extension of time shall be given for causes other than due to the following: typhoons, fires, earthquakes, other forms of force majeure, valid stoppage, suspension, orders of competent authority, civil disorder, and such other similar and analogous causes that distract the performance of duties of the CLIENT.
9. *Liquidated Damages for Delay.* If the CONSULTANT fails to deliver any or all of the Services within the period(s) specified in the Contract, the CLIENT shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the CLIENT may consider termination of the Contract.
10. *Schedule of Payments*

| DETAILS | PERCENTAGE OF PAYMENT |
|--|------------------------------|
| Mobilization (To be paid upon approval of contract) | 10% |
| Phase I (Please refer to Item I, Scope) | 10% |
| Phase II (Please refer to Item I, Scope) | 25% |
| Phase III (Please refer to Item I, Scope) | 10% |
| Phase IV (Please refer to Item I, Scope) | 10% |
| Phase V (Please refer to Item I, Scope) | 10% |
| Phase VI (Please refer to Item I, Scope) | 25% |
| TOTAL CONTRACT PRICE (inclusive of VAT) | 100% |

The CONSULTANT shall be paid upon submission of output/ performance report, to the Chairman of the Technical Working Group (TWG), who will oversee the progress and deliverables of the CONSULTANT, and shall issue the Certificate of Acceptance, which shall, together with the outputs or performance report submitted, be indorsed to the Director of the Human Resource Management and Administrative Service (HRMAS), copy furnished the FMS-Accounting Division, as a requirement for the processing of payments.

TERMS OF REFERENCE

*PROCUREMENT OF CONSULTANCY SERVICES FOR ISO
9001:2015 TRAINING AND CONSULTANCY.*

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11. *Final Payment.* Final payment shall be made only after the final report and final statement, identified as such, shall have been submitted by the CONSULTANT and approved by the Procuring Entity.
12. *Overall time frame.* The Project is expected to be completed within Nine (9) months from the date of receipt of Notice to Proceed.

**TECHNICAL WORKING GROUP FOR CONSULTANCY SERVICES FOR ISO
9001: 2015 TRAINING, CONSULTANCY AND CERTIFICATION**


HERMES L. OCAMPO
Assistant Solicitor General
Chairperson

Members:


DIR. ROSALINDA C. IBARRA


DIR. BERNADETTE M. LIM

(On Official Business)
PO V DIANE MAY M. PEREZ

(On Leave)
AS JOHN DOMINIC S. OBIAS


AS LEONARDO CALDERON


AS JUAN PAULO M. NEPOMUCENO


AS CHERYL GRACE M. RABE


AS RONA FRANCIA L. PALINES