

TERMS OF REFERENCE

PROCUREMENT OF CONSULTANCY SERVICES FOR THE IMPLEMENTATION OF THE PROFICIENCY STAGE OF THE PERFORMANCE GOVERNANCE SYSTEM (PGS) WITHIN THE MARINA ORGANIZATION

I. RATIONALE

Executive Order No. 823 promotes the adoption of key process improvements projects (PIPS) in government agencies. One of these PIPs is the subjecting of government agencies to Balanced Scorecard Rating System which is being implemented by the Civil Service Commission (CSC).

The PGS is the Philippine adaptation of the Balanced Scorecard (BSC) model considering the country's local conditions. PGS is a holistic and collaborative framework for designing, executing, monitoring, and sustaining roadmaps to reforms. It culls out global best practices in managing strategy and to meet the rising needs of the Philippine public sector institutions.

The PGS pathway is composed of four (4) stages: 1) Initiation, which focuses on strategy design; 2) Compliance, which focuses on strategy execution; 3) Proficiency, which focuses on monitoring and evaluation of the strategy; and 4) Institutionalization, which focuses on the attainment of breakthrough results.

The Maritime Industry Authority (MARINA), in its vision to become a globally competitive Philippine maritime industry and with its mission to lead a progressive maritime administration for safer people, safer ships and cleaner environment, has intended to adopt the PGS in its system. With the on-going implementation of the 10 Year Maritime Industry Development Plan (MIDP), MARINA needs to capacitate the entire organization in order to deliver its expected roles and responsibilities as the lead agency for the country's maritime industry.

As a background, in 2011, then Secretary of Transportation Jose De Jesus, informed the MARINA Administrator that the Government of Netherlands is interested to fund the initiation to PGS of MARINA, being the country's maritime administration. The then, DOTC now DOTr, introduced the PGS as a tool for transforming the Department and all its sectoral and attached agencies towards good governance. Having already been conferred to the Initiation Stage of the PGS pathway back in 2011, and, the Compliance Stage in 2019, the MARINA shall continue its journey towards PGS Proficiency.

II. OBJECTIVE

The Terms of Reference (TOR) covers the need to engage a Consultancy Firm that shall facilitate the strategy refresh and capacity building sessions towards the goal of being conferred as PGS Proficient.

III. PROJECT DESCRIPTION

As the MARINA seeks to revive PGS and pursues with the remaining stages, it has to undergo necessary interventions under the PGS pathway for organizational alignment and for the validation of breakthrough results.

As a starting point of the Strategy Refresh, the strategic position of the organization will be identified in order to set the overall direction for the strategy based on the needs and the current realities of the organization.

The strategic position will be translated into strategic goals that the organization will focus on where the organization's strategic objectives which will be identified to push forward the achievement of the breakthrough goal will be anchored on.

In the light of the strategic goals and strategic objectives, deliverables will be identified for the operationalization of the strategy.

Measures/indicators of success will also be developed to properly track performance.

IV. RESPONSIBILITIES OF THE CONTRACTING PARTIES

1. Responsibilities of the Consultancy Firm:

- a. Constitute a project management team that will closely work with the selected Firm;
- b. Capacitate the Strategy Management Division (SMD) of the Planning and Policy Service (PPS) on Process Coaching, Scoreboarding, Strategy Monitoring, Stakeholder Engagement, and MSGC Management;
- c. Provide guideline for the preparatory work and program design for the interventions;
- d. Facilitate the conduct of workings sessions;
- e. Give guidance to the PGS technical working group (TWG) and the SMD on cleaning up and finalization of outputs from the interventions;
- f. Provide guidance to the SMD in embedding the PGS system to existing management structures of the organization; and

- g. Issue Official Receipts in the name of the MARINA.

2. Responsibilities of MARINA

To meet the requirements of the PGS Proficiency Stage, MARINA through an officially mandated office for strategy management – the Strategy Management Division (SMD) shall:

- a. Perform the roles of the office for strategy management and take responsibility for integrating the PGS system with its current management systems;
- b. Comply with the documentary requirements and other deliverables in a timely manner to ensure movement within the Governance Pathway;
- c. Comply with the logistical requirements of onsite working sessions, including but not limited to inspection of project sites, airport transfers, land travel expenses, food and accommodation of no more than five (5) personnel of the consultancy firm;
- d. Fulfill other additional requirements related to enabling the Agency to successfully institutionalize PGS; and,
- e. Comply with all audit instruments and mechanisms at every stage to mark its completion of a specific stage and to validate eligibility to move up the Governance Pathway.

V. QUALIFICATION REQUIREMENTS FOR HIRING OF CONSULTANT

The Consultancy Firm should meet the following qualifications:

- 1. Has the experience and expertise in assisting government agencies in the formulation of PGS Scorecard as an innovative management tool in tracking performance; and,
- 2. Is a recognized institutional partner of the Palladium Group, the creators of the BCS technology.

VI. MAJOR OUTPUTS

The major deliverables of the Consultancy Firm are as follows:

Deliverables	Timeline
1. Strategy Refresh Report	Within 45 days from receipt of Notice to Proceed
2. Capacity Building of SMD-PPS staff	Within 90 days from receipt of Notice to Proceed

VII. APPROVED BUDGET OF THE CONSULTANCY CONTRACT

The amount of ***Nine Hundred Thousand Pesos (Php 900,000.00)*** inclusive of VAT has been approved to cover costs associated for the production of the abovementioned project.

VIII. PAYMENT

1. Payment shall be made upon acceptance and/or approval by the MARINA of the various outputs/deliverables according to the following schedule.

Payment Tranche	Amount [in Philippine Peso]	Payment Requirements (Deliverables)
1 st Tranche	50% of the agreed contract price	Submission of Strategy Refresh Report
2 nd Tranche	50% of the agreed contract price	Submission of Report on Capacity Building
TOTAL	100% of agreed contract price	

2. Payment shall be made in Philippine peso, no later than 30 days following the submission by the selected Consultancy Firm of invoices in duplicate to the MARINA.

IX. COORDINATION AND REPORTING

The Consultancy Firm shall closely coordinate with and/or report to the MARINA in the preparatory, actual and post-activities to be undertaken.

1. The Consultant Firm is not authorized to enter into or assume any obligation, financial or otherwise, on behalf of and/or on the name of the MARINA nor take any warranty or representation on its behalf. The Consultancy Firm shall not be entitled to conclude any contract or agreement on behalf of or in the name of MARINA.
2. The Consultancy Firm shall be deemed at all times to be an independent contractor and nothing herein contained shall be deemed to create the

relationship of employer and employee, partnership, or joint venture between them.

X. TERMS AND CONDITIONS

1. All materials produced or acquired under the terms of this consultancy shall remain the property of the MARINA.
2. The MARINA, furthermore, retains the exclusive right to publish and disseminate the reports and studies arising from such materials even after the termination of this consultancy.
3. For the avoidance of doubt, the intellectual property rights in any work or material used in this project belonging to the Consultancy Firm or third party created independently of this project shall remain with the Consultancy Firm or third party and may not be used without prior written consent of the Consultancy Firm or third party or for any purpose other than the implementation hereof.

XI. OTHER PROVISIONS

1. Either party to this Agreement shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced therein, specifying in writing the amount of time involved, the cause of delay, and its subsequent implication on the entire timetable, and work schedule.
2. If changes under this Agreement shall result in increasing or decreasing the services contracted as originally provided, an equivalent adjustment on the contract price, time or both shall be agreed upon in writing by the herein contracting parties.
3. No amendment, alteration or modification of any of the terms and conditions of this Agreement shall be valid unless such change is evidenced by a written agreement of the herein contracting parties.
4. In the event of pre-termination or rescission of this Agreement, the Consultancy Firm shall be entitled to the payment of services already performed or rendered and such other expenses incurred in connection with its obligations or undertaking under this Agreement.
5. Any controversy or claim arising out of or in accordance with this Contract, or any breach thereof, unless it is settled by direct negotiations, shall be settled amicably by the parties. If no agreement is reached by

the parties, the matter shall be referred through arbitration, the cost and expense for which shall be borne by the party against whom the dispute is resolved.

6. The venue for any legal action arising out of this Agreement shall be brought in proper court of record in Makati City or in the City of Manila.
7. The agreement shall take effect immediately upon signing hereof by the parties and shall remain valid and subsisting until the fulfillment of the terms and conditions embodied herein.

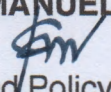
XII. DURATION OF THE CONSULTANCY

The selected Consultancy Firm shall perform the Services outlined herein for a period of four (4) months commencing upon receipt of the Notice to Proceed (NTP) or any other period as may be subsequently agreed by the parties in writing.

XIII. SUBMISSION OF EXPRESSION OF INTEREST

Interested firms are invited to submit their proposals not later than _____ to:

ENGR EMMANUEL B CARPIO

Director II 

Planning and Policy Service

Maritime Industry Authority

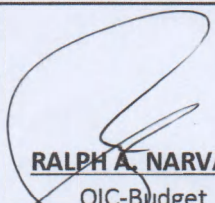
Bonifacio Drive cor 20th Street &

Railroad Street, South Harbor, Port Area, Manila

Email Address: pps@marina.gov.ph



PURCHASE REQUEST

Office:		PPS		PR No. : 2020-02-043	
Division/Section:		SAI No.:		FEB 12 2020	
Item No.	Unit	Item Description	Quantity	Unit Cost	Total Cost
		Consultancy Services for the Implementation of the Proficiency Stage of the Performance Governance System (PGS) within the MARINA Organization			900,000.00
INCLUDED IN THE APP for FY 2020					
CONSUELO T. DELA CRUZ GSD-Procurement Section					
				Total	900,000.00
Requisitioning Officer:					
Signature:					
Printed Name:		ENGR. EMMANUEL B. CARPIO			
Designation:		Director II			
Purpose:					
<input checked="checked" type="checkbox"/> FUNDS AVAILABLE <input type="checkbox"/> NO FUNDS AVAILABLE		CERTIFICATION <div style="text-align: right;">  <u>RALPH A. NARVAEZ</u> OIC-Budget </div>			
<input type="checkbox"/> Approved		<input type="checkbox"/> Disapproved			
PR Approver:					
Signature:					
Printed Name:		VADM NARCISO A VINGSON JR.			
Designation		OIC-Administrator			
Note:		Please indicate specific purpose other than "for official use of the Office", (e.g. monthly regular supplies, as per APP, special projects, etc.)			