

TERMS OF REFERENCE

Consultancy Services for the Establishment of Environmental Management System (EMS) of the Environmental Management Bureau – Cordillera Administrative Region (EMB – CAR) Certifiable to ISO 14001:2015 Standard

I. PURPOSE

The purpose of this Terms of Reference is to outline the environmental management system requirements of the *Environmental Management Bureau – Cordillera Administrative Region (EMB – CAR)* to the principle and requirements of International Organization for Standardization ISO 14001:2015 for Environmental Management System.

II. BACKGROUND

In compliance with an AO 25 Inter-Agency Task Force (IATF) memorandum on the Harmonization of National Government Performance Monitoring, Information and Reporting Systems, the *Environmental Management Bureau – Cordillera Administrative Region (EMB – CAR)* is planning to commence the procurement of consultancy services for the establishment of an Environmental Management System (EMS) certifiable to **ISO 14001:2015 Standard**.

III. OBJECTIVES

To establish, improve integrate the EMB-CAR'S existing Quality Management System with the Environmental Management Systems (EMS) that is in accordance with the principles and requirements of ISO 14001:2015 EMS standard. These includes;

Establishing ISO 14001:2015 Environmental Management System in the most effective, economical, and timely manner with all relevant considerations and constraints taken into account:

- a. Designing and developing a risk – based approach that identifies risks and opportunities within the environmental management system appropriate to the purpose and mandate of the EMB – CAR;
- b. Preparing all levels of staff of EMB – CAR for successful implementation and effective long – term maintenance of an ISO 14001:2015 Environmental Management System;
- c. For the EMB – CAR to manage activities and related resources as a series of processes in order to achieve increased effectiveness and efficiency, and enhance customer satisfaction;
- d. Motivating employees towards the direction of improving processes for cost effectiveness.

IV. SCOPE OF SERVICES

In view of the lack of technical expertise and knowledge to address this organizational concern in the implementation of ISO 14001:2015 EMS, EMB – CAR has decided to hire external consultancy services. The said consultancy services shall provide the following:

Strategic Planning

- a. Conduct System appraisal/Gap Analysis to establish the current status of the existing system in EMB – CAR against the requirements of the ISO 14001:2015 EMS standard;
- b. Formulate an overall Project Timeline to systematically implement Environmental Quality Management System in EMB – CAR;
- c. Determine the Organizational Context and its related compliance obligations.
- d. Develop a detailed Organizational Process Management Plan;
- e. Determine risk and opportunities within the Environmental Management System and review the associated objectives.

System Design and Development

- a. Provide expert knowledge and technical support to establish the Environmental Management System based on ISO 14001:2015 standards through regular consultancy support;
- b. Develop the documentation to address the organizational needs and ISO requirements;
- c. Work hand in hand with Steering Committees to address all the requirements so they can easily be reflected in EMB – CAR system and ease implementation.

System Implementation

- a. Provide close guidance to system implementation;
- b. Participate in progress meetings and advise on issues required to be settled;
- c. Acknowledge the ownership by EMB-CAR of the processes, procedures, studies, reports, or other materials, graphic, and software prepared by the Consultant;
- d. Adopt methodologies to verify if the newly developed system has been implemented effectively;
- e. Provide training session to impart auditing knowledge and skills to internal auditors, followed by guidance on one cycle of internal audit and management review.

Review and Improvement

- a. Provide assistance and guidance in an independent audit of the Environmental Management System with follow – up on corrective actions to ensure that the established system is cohesive and operates to the benefit of the EMB – CAR;
- b. Ensure that the Environmental Management System of the EMB – CAR meets the requirements of ISO 14001:2015 as well as ensuring full readiness for the third-party audit.

V. EMB – CAR RESPONSIBILITY

- a. Designate a counterpart support team who will work closely with the Consultant regarding technical and administrative requirements, including monitoring of the progress of the various activities;
- b. Provide /office space for the use of the consultant, as may be needed in the course of the project;
- c. Provide all the necessary/required information/data related to the project and identification of participants as may be needed in pursuing the tasks under this TOR;

- d. Provide logistical requirements for the conduct of trainings, workshops and consultations, and payment of all the associated costs, including equipment, supplies, meals and snacks of participants;
- e. Reproduce training materials, handouts, and other EMS documents and/or payment of the cost of producing professionally – bound copies of all reports and reproduction of training materials and certificates and EMS documentation outputs;
- f. Ensure availability and participation to briefing/ training/ workshop/ consultation and presentation sessions and active involvement of the core team, other members of the Environmental Management Structure and concerned officials and personnel on matters pertaining to Internal Audit, Productivity and Quality Improvement Tools, Management Review, Pre – Certification Assessment, EMS continual improvements, mechanisms, among others;
- g. Ensure adherence of the identified participants to timelines set according to the schedule of training, workshop, and consultancy sessions per work plan. For any request for change or cancellation of schedule, however, at least a one (1) week notice shall be given, and the said change/adjustment shall be made based on mutual agreement by both parties; and
- h. Release of performance security upon issuance of the final Certificate of Acceptance/ satisfactory Service.

VI. OBLIGATIONS OF THE CONSULTANT/S

The ISO 14001:2015 EMS Technical Consultant shall provide information that indicates experience, capacity, and capability to undertake the work outlined herein, within the specified timelines. As part of this, the consultant is expected to provide an indication of public EMS-related engagements, as well as EMS consultancy works that are currently underway, planned or completed. This will be considered in the assessment of the Consultant's EMS-related experience profile.

The ISO 14001:2015 EMS Technical Consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. Any studies, reports, or other materials, graphic, software or otherwise, prepared by the Consultant for the EMB - CAR shall belong to and remain the property of the EMB – CAR.

The following are the general expectations from the Consultant:

- a. Commitment to treat with utmost confidentiality, all information and materials gathered and used relating to this engagement or the EMB – CAR business or operations;
- b. Prior to the signing of the contract, the Consultant shall post performance security in the amount and form as prescribed under Section 39 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, the Government Procurement Reform Act;
- c. Preparation of the ISO 14001:2015 Environmental Management System with schedule of activities for all the training, workshops, and consultancy in compliance with the ISO 14001:2015 requirements for the entire duration of the engagement;
- d. Adherence to appointment/training and workshop schedules and consultancy visits and any changes or adjustments of schedules as agreed upon. For any request for change or cancellation of schedule, however, at least a one (1) week notice shall be given, and the said change/adjustment shall be made based on mutual agreement by both parties;

- e. Provision of one (1) complete set of soft copies (PDF or MS Office format) of training materials at least one (1) week before the actual training/workshops to give sufficient time for reproduction, compilation, and distribution;
- f. Provision of information on any conflicts of interest and proposed approach to the resolution thereof, and
- g. Provision of technical advice and guidance to the EMB – CAR until Third Party Certification. The Consultant shall continue to perform the necessary tasks at no additional cost to EMB – CAR, except the amount provided in this TOR, until ISO 14001: 2015 EMS certification is achieved.

VII. DURATION OF ENGAGEMENT AND APPROVED BUDGET FOR THE CONTRACT (ABC)

The engagement of the ISO 14001:2015 EMS Technical Consultant will cover a period of three (3) months from the receipt of Notice to Proceed. The ABC is One Hundred Fifty Thousand Pesos (P 150,000.00), inclusive of all applicable government taxes, charges and fees, transportation (airfare/inland), accommodation, and RT-PCR test expenses of the consultant.

VIII. DELIVERABLES AND TERMS OF PAYMENT

The following outputs/services will be expected from the consultant to be submitted/delivered to EMB – CAR on the day/date specified in the Overall Project Timeline to be established and based on the agreement between EMB – CAR and the Consultant.

Deliverables

Phase I (Readiness Assessment)	Training Materials (soft/hard copy)/Training Certificates
	Training Materials/EMS Mandatory Documentation
	Final Draft of EMS documentation/Documentation Reports
	Draft of EMS Risk Assessment/Training Certificates for Risk Assessment
Phase II (Guided Audit)	Internal Audit Plan, Itinerary, Checklists, Audit Report and Summary
Phase III (CB Prep. Activities)	Guided MR, Action Plans
Assistance during S-1 and S-2 External Audits	Assist in NCAR prep (post-audit)

Payment Scheme:

Percent	Amount (In Pesos)	Activity
15%	22,500	Contract Signing
20%	30,000	Phase I deliverables
20%	30,000	Phase II deliverables
20%	30,000	Phase III deliverables
25%	37,500	Assistance in CB Audits

Payment for such invoices shall be due and payable by the EMB – CAR within thirty calendar days of the invoice date. Upon termination of the contract in accordance with the provisions in Annex I of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, EMB – CAR shall pay to the agreed amount for partially completed or performed goods previously delivered by the consultant.

IX. CONTRACT IMPLEMENTATION AND TERMINATION

The rules and guidelines for the implementation and termination of contracts awarded pursuant to the provisions of RA 9184 otherwise known as the “Government Procurement Reform Act” applies to the Terms of Reference and Condition of this Contract.


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