

**CONSULTANCY CONTRACT  
FOR THE ESTABLISHMENT OF A COMPETENCY-BASED  
HUMAN RESOURCE SYSTEM**

**THE PUBLIC IS INFORMED:**

This Contract is executed between:

**BASES CONVERSION DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers by virtue of Republic Act No. 7227, as amended, with office and postal address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Crescent Park West, Bonifacio Global City, Taguig City, represented herein by its President and CEO, **VIVENCIO B. DIZON**, who is duly authorized for this purpose under item 2(c), Subject 8.02, Section VIII of the BCDA's Revised Manual of Approval dated 05 August 2010, referred to as "**BCDA**";

and

**CAREER CLINIC & ENTERPRISE SOLUTIONS, INC.**, a firm duly organized and existing under Philippine laws, with principal office at 73 East Capitol Drive, Brgy. Kapitolyo, Pasig City, represented herein by its Managing Director, **ELVIE RODORA M. TARROBAL**, duly authorized for this purpose as evidenced by Secretary's Certificate dated 26 May 2017, a certified true copy is attached as Annex "A" and made an integral part of this document, referred to as the "**CONSULTANT**";

**BCDA** and the **CONSULTANT** may be referred to collectively as "**PARTIES**" and individually as "**PARTY**".

- **ANTECEDENTS** -

**BCDA** is mandated under Republic Act No. 7227, as amended, to accelerate the sound and balanced conversion into alternative productive uses of the military reservations and their extensions, to raise funds by the sale of portions of Metro Manila military camps, and to supply said funds for the development and conversion into alternative productive uses of these properties.

In order to achieve its mandate, **BCDA** needs a competent workforce that can successfully perform specific functions and demonstrate exemplary performance with the view of achieving the agency's mandates and at the same time reinforce its vision, mission and values.

To strengthen the competence of its personnel, **BCDA** commenced undergoing a process with the view of determining the competency requirements of the various jobs and functions of all positions in the organization as well as assessing the competencies of incumbents of said positions in order to formulate individual development plans, and this will also serve as the foundation for building a competency-based human resource system that will be the basis for recruitment and selection, learning and development, performance management, employee engagement and satisfaction, compensation and rewards, and career and succession planning.

**BCDA**, through the development of the competency-based human resource system, will be able to respond to its various commitments, foremost of which are to the Governance Commission for GOCCs (GCG) as part of BCDA's Major Final Output under General Administrative Support Services (MFO/GASS) and the Civil Service Commission in order to maintain and ultimately improve its Level II accreditation under the Program for Institutionalization of Meritocracy and Excellence in Human Resource Management (PRIME-HRM).

**BCDA** has conducted an organizational assessment and thematic analysis, and based on this, has come up with the Competency Catalogue, Competency Framework and Competency Tables for the identified core, technical and leadership competencies.

In this regard, **BCDA** is in need of a consultant which will establish a Competency-Based Human Resource System for BCDA using the BCDA Competency Framework, Competency Catalogue and Competency Tables already developed, the procurement for which shall be through

Small Value Procurement in accordance with Section 53.9 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 with the Approved Budget for the Contract (ABC) not exceeding the threshold of P1,000,000.

**BCDA** invited reputable research/consulting organization to submit proposals for the establishment of a Competency-Based Human Resource System for BCDA based on the BCDA Competency Framework.

Upon evaluation of the proposal/s submitted, the Contract for the establishment of a Competency-Based Human Resource System for BCDA based on the BCDA Competency Framework was awarded to the **Consultant** since the submitted proposal has been found to be the most favorable and advantageous to **BCDA**.

Accordingly, for and in consideration of the foregoing premises, and for the stipulations and conditions hereinafter stated, the PARTIES agree and bind themselves to the following:

### Section 1. Scope of Services

This Contract shall cover the establishment of a Competency-Based Human Resource System for BCDA that will serve as the corporate standard for implementing HR policies and systems using the BCDA Competency Framework, Competency Catalogue and Competency Tables already developed, and which may be improved and/or amended in accordance with Section 2.1.1.1. The HR system shall be the basis for:

- 1.1 Recruitment and Selection
- 1.2 Learning and Development
- 1.3 Performance Management
- 1.4 Employee Engagement and Satisfaction
- 1.5 Compensation and Rewards
- 1.6 Career and Succession Planning

### Section 2. Obligations of the Consultant

2.1 Provide the following services to **BCDA**:

2.1.1 Development of the BCDA Competency Model

2.1.1.1 Review of Competency Catalogue, Competency Framework and Competency Tables already developed by BCDA and recommend improvements/changes, if necessary.

2.1.1.2 Conduct of Orientation/Training-Workshop.

2.1.1.3 Competency Model Writing of the following: Competency Matrix, Position Profiles, and Competency-Based Job Description using the BCDA Competency Catalogue, Competency Framework and Competency Tables.

2.1.2 Internal validation of the Competency Model

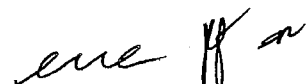
2.1.3 Implementation/Incorporation with HR Policies, which may be modified and/or amended in accordance with Section 2.1.3.3.

2.1.3.1 Formulation of Assessment Tools/Processes/Methodologies to be used to evaluate incumbents and candidates in terms of:

- 2.1.3.1.1 Possession of required competencies;
- 2.1.3.1.2 Actual competency levels; and
- 2.1.3.1.3 Gaps.

2.1.3.2 Application of the competency model in the design and implementation of the following HR functions:

- 2.1.3.2.1 Recruitment and Selection
- 2.1.3.2.2 Learning and Development



- 2.1.3.2.3 Performance Management
- 2.1.3.2.4 Employee Engagement and Satisfaction
- 2.1.3.2.5 Compensation and Rewards
- 2.1.3.2.6 Career and Succession Planning

2.1.3.3 Recommend the modification or creation of new HR policies to effectively implement its integration with the Competency Model.

- 2.2 Prepare an indicative approach and work plan for the project, including a project calendar with key dates and activities;
- 2.3 Assign a project team consisting of a minimum of one (1) team leader and two (2) other members with at least one (1) member showing relevant skills, work experience and professional qualifications in the following areas:
  - 2.3.1 Organizational Diagnosis and Development
  - 2.3.2 Competency Modelling/Assessment
  - 2.3.3 Development of Competency Rubrics and Vocabulary
  - 2.3.4 Installation of HR Systems
- 2.4 Coordinate and work closely with the **BCDA** project support team regarding the project;
- 2.5 Prepare and present the results to top management of **BCDA** and other identified agency stakeholders and oversight bodies, if deemed necessary;
- 2.6 Conduct Orientation/Training-Workshop in relation to the project, when necessary;
- 2.7 Provide handholding and coaching services to **BCDA** in the refinement of the deliverables;
- 2.8 Ensure that the work plan is implemented according to targets in terms of both time and quality of outputs;
- 2.9 Provide regular feedback to **BCDA's** top management regarding the progress of the project;
- 2.10 Submit a terminal report to **BCDA**; and
- 2.11 Implement other tasks that the **BCDA** deems necessary for the successful implementation of the project.

### Section 3. Obligations of BCDA

- 3.1 Pay the **Consultant** based on the Payment of Services and Billing Schedule stipulated in Section 4 hereof in consideration of the provision of the services required under this Contract;
- 3.2 Designate a counterpart support team who will work closely with the **Consultant** regarding technical and administrative requirements of the project, including the monitoring of the progress of the various project activities;
- 3.3 Provide logistical requirements of the project such as seminar and meeting venues, accommodation (when necessary), and meals and snacks of participants and resource persons;
- 3.4 Provide and/or reimburse transportation expenses of the resource persons and/or the project team of the **Consultant** for travels to training/workshop venue and vice-versa, in case the venue is outside Metro Manila;
- 3.5 Ensure implementation of relevant project activities and provide policy support for the implementation of systems and procedures to be approved and subsequently adopted; and
- 3.6 Ensure availability and participation of concerned staff/participants during the conduct of activities necessary in the course of the project.



#### Section 4. Payment of Services and Billing Schedule

- 4.1 For and in consideration of the foregoing services, **BCDA** shall pay the **Consultant** the total amount of **NINE HUNDRED EIGHTY FIVE THOUSAND PESOS and 00/100 (Php 985,000.00)** inclusive of all applicable taxes and fees, payable as follows:
- 4.1.1 **10%** upon signing of Contract;
  - 4.1.2 **25%** upon presentation and approval of Competency Matrix, Position Profiles and Competency-Based Job Description;
  - 4.1.3 **25%** upon presentation and approval of Assessment Tools/Processes/ Methodologies;
  - 4.1.4 **25%** upon submission and acceptance of recommendations for modification of existing or creating new HR policies; and
  - 4.1.5 **15%** upon submission of the Terminal Report.
- 4.2 The billing statement shall be accompanied by a certification issued by the Department Manager, Organization Development and Management Department of **BCDA**, as the end-user, confirming the particulars subject of the billing statement.

#### Section 5. Effectivity

- 5.1 This Contract shall take effect upon issuance of the Notice to Proceed and shall be valid for one (1) year or until the project has been completed and a Certificate of Final Acceptance has been issued to the **Consultant**, whichever comes first, unless sooner terminated as provided in Section 6 hereof.

#### Section 6. Pre-termination

- 6.1 This Contract may be pre-terminated by either PARTY subject to the provisions stated herein by serving a written notice to the other PARTY at least fifteen (15) days prior to the specified date of pre-termination.
- 6.2 In the event of pre-termination or rescission of this Contract, the **Consultant** 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 Contract.
- 6.3 Should the **Consultant** opt to pre-terminate or rescind this Contract and/or fail to conduct an activity on the agreed date(s), **BCDA** shall be entitled to the reimbursement of expenses incurred in connection with the preparation for the conduct of the activity as herein agreed upon by the PARTIES.
- 6.4 In the event of termination by either PARTY, the **Consultant** undertakes to unconditionally turn over within said fifteen (15) day period any and all records and documents that may be in his possession pursuant to or in connection with the rendition of services under this Contract.

#### SECTION 7. Confidentiality Clause and Conflict of Interest

- 7.1 The **Consultant** recognizes and acknowledges that security information regarding **BCDA** projects, property and personnel, relationships with third PARTIES, actual or proposed developments as they may exist from time to time, and processes are valuable assets of **BCDA**, whether or not evidenced in writing, access to or knowledge of which are incidental or essential to the performance of this Contract. Except as otherwise provided for in this Contract, the **Consultant** shall not, during or after the term of this Contract, disclose such secrets, information concepts or processes, in whole or in part, to any person, firm, corporation or entity under any circumstance, without the prior written consent of **BCDA** or unless otherwise required by law. This restriction shall not apply to information concepts or processes which are and have become public after the term of this Contract.
- 7.2 In case of conflict of interest, the **Consultant** shall, immediately upon discovery, notify **BCDA** on the matter. Failure to declare such existing or potential conflict, or the discovery by **BCDA** of its existence, despite prior knowledge by the **Consultant**, will be sufficient ground to terminate this Contract.

**Section 8. Indemnity**

8.1 Each PARTY shall indemnify and hold the other free and harmless from any and all claims or causes of action of third PARTIES arising from a negligent or otherwise wrongful act, or omission of the said PARTY, its employees or representatives.

**Section 9. OGCC Review**

9.1 This Contract shall be subject to the review of the Office of the Government Corporate Counsel (OGCC) whose review, comments and amendments shall be incorporated herein.

**Section 10. Arbitration and Venue of Action**

10.1 Any dispute arising out of or in connection with this Contract shall be submitted for arbitration pursuant to the Arbitration Laws of the Philippines. Venue of the arbitration proceedings shall be in the Philippines.

10.2 Venue of action arising from this Contract shall exclusively be in the proper courts of Taguig City.

**Section 11. Non-Waiver of Rights**

11.1 The failure of one PARTY to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right/remedy that said PARTY may have, or shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, or covenants.

11.2 No waiver by any one PARTY or any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by that PARTY.

**Section 12. Representation and Warranties**

12.1 The PARTIES warrant that they have not offered or given, and will not offer or give to any employee, agent, or representative of either PARTY, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions or performance of any Contract with each other.


**Section 13. Separability Clause**

13.1 Should any of the terms and conditions or any provision of this Contract be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions or provisions which shall continue to be in full force and effect.

IN WITNESS WHEREOF, the PARTIES, hereto hereby set their hands on  
02 June 2017 at Taguig City.

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**

By:

  
**VIVENCIO B. DIZON**  
President and CEO

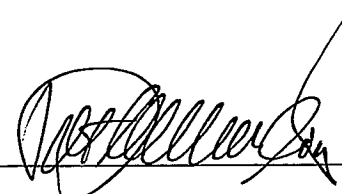


**CAREER CLINIC & ENTERPRISE SOLUTIONS, INC.**

By:

  
**ELVIE RODORA M. TARROBAL**  
Managing Director

**WITNESSES:**





**ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of Taguig City) S.S.

BEFORE ME, a Notary Public in and for the above jurisdiction, this \_\_\_ day of  
JUN 05 2017, 201\_\_\_, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
VIVENCIO B. DIZON	Passport # EB 958 3182	14 Nov 2013 / DFA Manila
ELVIE RODORA M. TARROBAL	Passport # EC 5144 311	01 Sept 2015 / DFA NCR

known to me and to me known to be the same persons who executed the foregoing instrument and each acknowledged to me that the same is their free and voluntary act and deed and of the corporations herein represented. This instrument consists of six pages including the page on which this Acknowledgement is written. It is a Consultancy Contract, and is signed or initialed on each and every page by the representatives of the parties and the witnesses.

WITNESS MY HAND AND SEAL on the date and place first herein above written.

Doc. No. 715 :  
Page No. 44 :  
Book No. 08 :  
Series of 2017.

**GUALBERTO J. OYZON JR.**  
Notary Public for Taguig City, Philippines  
2/F BTC 31st St. BGC, Taguig City, 1634  
Appointment No. 31 Until 31 December 2017  
PTR No. AC-0895382/Angeles City/06 Jan 17  
Attorneys Roll No. 48062/IBP Life Member Roll No. 04862  
MCLE Compliance No. V-0005517/14 January 2015

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*[Signature]*



