

TERMS OF REFERENCE

PROCUREMENT OF CONSULTING SERVICES FOR CONTRACTOR-LED COMPETENCY ASSESSMENT

I. RATIONALE

The Office of the Solicitor General (OSG) is the Republic Defender and People's Tribune securing Justice for the nation through excellence in legal advocacy. Its performance is highly dependent on its human resources and the latter's professionalism and competence is imperative. Thus, in line with good governance, the OSG has shifted to Competency-Based Human Resource Management System (CBHRMS).

Since 2019, two (2) separate frameworks were created through the help of two (2) different consultants: one for the legal positions and another for the administrative positions. Adopting the principles and concepts learned from both consultants, the Employee Competency Committee together with the Human Resource Management Division (HRMD) designed the remaining thirty-seven (37) administrative positions that were not previously covered.

At the onset of 2023, the Office contracted a consultant to undertake the project on enhancement and alignment of existing competency framework. The project covered all two hundred five (205) positions in the Office consisting of one hundred thirty-nine (139) Administrative positions; ten (10) Legal positions; and fifty-six administrative positions profiled in-house. The end-product was completed at the second quarter of 2024, that is, the "New Competency Framework." The project run for six (6) months which includes organizational profiling and a series of consultations and focus group discussion with all concerned. The end-result was then discussed to top management and approved by the Solicitor General.

To ensure the continuous delivery of excellent government service, the OSG now seeks to procure the services of a qualified organizational development consulting group to render technical assistance to quickly gain competency insights by developing the necessary competency assessment tools or process and facilitate such tool for the Office based on the approved competency frameworks.

II. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) of the project is **ONE MILLION FOUR HUNDRED SIXTY-EIGHT THOUSAND (₱1,468,000.00) PESOS**, inclusive of all government taxes, fees and charges, and other incidental and administrative costs, excluding food and venue for the conduct of workshops, seminars, consultations and focused-group discussions, if need be.

III. SCOPE OF WORK AND DELIVERABLES

The Project will be deployed in four (4) phases within a period of six (6) months or twenty-four (24) weeks as specified below:

Activities	Deliverables	Timeline (24 weeks)
Phase 1 Document Analysis (Review of OSG’s competency model and position profiles)	Submission of at least three (3) hard copies and soft copies of the following: <ul style="list-style-type: none"> ▪ Inception Report ▪ Work Plan 	Weeks 1 – 4
Phase 2 Assessment Tools Development (Designing surveys or assessment center tools to effectively measure competencies)	Submission of at least three (3) hard copies and soft copies of the following: <ul style="list-style-type: none"> ▪ Competency Assessment Tool 	Weeks 5 – 12
Phase 3 Deployment (Administering surveys using the Multi-Rater Survey. This relies on survey dissemination and collection)	Submission of at least three (3) hard copies and soft copies of the following: Report on: <ul style="list-style-type: none"> ▪ Completion of survey dissemination ▪ Completion of data collection 	Weeks 13 – 19

<p>Phase 4</p> <p>Analysis, Reporting and Presentation</p> <p>(Analysis of the results of the collected data, documentation/technical reporting and presentation to the OSG Employee Competency Committee)</p>	<p>Submission of at least three (3) hard copies and soft copies of the following:</p> <ul style="list-style-type: none"> ▪ Analysis of the result of the collected date per position profile ▪ Calibration per position profile with representative-incumbent position holders via online for consistent application of the tool ▪ Submission of Final Competency Assessment Repot with Recommendations and Suggested L&D Interventions ▪ Submission of Terminal Report 	<p>Weeks 20 – 24</p>
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A. DOCUMENTARY REQUIREMENTS

Pursuant to Section 24 of the 2016 Revised Implementing Rules and Regulations of Republic Act (R.A.) No. 9184, the prospective bidder shall submit the following documentary requirements on the date and time as may be determined by the OSG Bids and Awards Committee: ✓

Item	Particulars
1	Registration certificate from SEC and/or DTI for sole proprietorship
2	Mayor’s/Business Permit
3	BIR Tax Clearance
4	PhilGEPS Registration Number

5	Statement of ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.
6	Statement specifying nationality of consultant and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions, including their respective curriculum vitae.
7	Audited financial statements, showing, among others, the consultant's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission

B. PROJECT DURATION

The project shall be completed within a period of **Six (6) Months or Twenty-Four (24) Weeks** commencing from the date of receipt of the Notice to Proceed (NTP) of the consultant.

Any extension from the indicated schedule may be mutually agreed upon by both parties provided it shall not exceed thirty (30) days.

C. QUALIFICATION REQUIREMENTS

The Consultant, as well as the principal/lead consultant and associate consultants, must meet the following qualifications:

1. Must have extensive knowledge in the development and implementation of competency-based human resource management system;
2. Must have completed at least five (5) organizational development projects relevant to competency-based systems for government agencies within the last five (5) years.

3. Must have a team of at least three (3) personnel excluding the lead consultant for project implementation composed of highly competent individuals with the following qualifications:

a. Lead Consultant:

- with at least twenty (20) years of experience in human resource management and development; and
- with Master's Degree relevant to Human Resource and Organizational Development as a minimum requirement.

b. Associate Consultants:

- with at least ten (10) years of experience in the development of competency-based systems; and
- with Bachelor's Degree relevant to Human Resource Management Development.

The Consultant shall be selected using the Quality Based Selection Criteria/Evaluation (QBE) procedure as prescribed under Section 33 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 and based on the following criteria:

a. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff;

b. Experience and capability of the consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The experience of the consultant to the project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and

c. Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.

Quality of Personnel:	50%
Experience of the Firm:	30%
Plan of Approach and Methodology:	20%

D. MODE OF PROCUREMENT

The procurement of the consulting services shall be undertaken though Competitive Bidding pursuant to. RA No. 9184 and its 2016 Revised IRR.

E. TURNOVER AND CONFIDENTIALITY OF MATERIALS USED IN RELATION TO THE PROJECT

All manuals, reports, materials, databases, references, etc. acquired through the conduct of the project shall be turned over to the OSG at the conclusion of the undertaking and shall not be released to any person without prior written consent from the OSG.

F. SCHEDULE OF PAYMENT

DETAILS	BUDGET COST
PHASE 1 (Complete submission/compliance of Deliverables in Phase 1)	20% (293,600)
PHASE 2 (Complete submission/compliance of Deliverables in Phase 2)	30% (440,400)
PHASE 3 (Complete submission/compliance of Deliverables in Phase 3)	30% (440,400)
PHASE 4 (Complete submission/compliance of Deliverables in Phase 4)	20% (293,600)
TOTAL CONTRACT PRICE (TCP)	₱1,468,000.00 <i>inclusive of VAT</i>

The Consultant shall be paid upon submission of the following:

1. Outputs/Performance Reports/Accomplishments;
2. Billing Invoice/Statement of Account.

The OSG-Employee Competency Technical Working Group shall perform the following:

1. Oversee the progress and deliverables of the Consultant;
2. Issue the Certificate of Acceptance together with the Output/Performance Reports/Accomplishments and Billing Invoice/Statement of Account;
3. Submit and endorse the Certificate of Acceptance to the Director of Human Resource Management and Administrative Service (HRMAS), copy furnished the Financial Management Service (FMS) - Accounting Division.

All payments are subject to the deduction of applicable taxes and retention/warranty security. However, the Consultant may submit a special bank guarantee equivalent to at least one percent (1%) of the contract price upon issuance of the first billing, in lieu of the retention/warranty security.

The final and last payment shall be made only after the final report and statement, identified as such, shall have been submitted by the Consultant and approved as Satisfactory by the OSG-Employee Competency Technical Working Group.

Overall time frame for the Project is expected to be completed within six (6) months from the date of receipt of the Notice to Proceed by the consultant.

G. RESERVATION CLAUSE

The OSG reserves the right to reject any and all bids, declare a failure of bidding or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. No. 9184 and its Implementing Rules and Regulations (IRR), without thereby incurring any liability to the affected bidder or bidders.

H. WARRANTIES OF THE CONSULTANT

1. The Consultant warrants that they shall conform strictly with all the conditions of this Terms of Reference;
2. The Consultant in the performance of their services shall secure, maintain at their own expense all registration, licenses or permits required by law and shall comply with the rules, regulations and directives of the Regulatory Authorities;
3. The Consultant shall coordinate with the authorized and/or designated personnel in the performance of their duties.

I. OTHER PROVISIONS

Where Services are to be Performed. Consultant's services will be performed at the OSG's office at 134 Amorsolo Street, Legaspi Village, Makati City.

Nature of Relationship. Nothing therein shall be construed to create an employee-employer relationship between the OSG and the Consultant. The Consultant shall not enter into any agreement or incur any obligations on the OSG's behalf or commit the OSG in any manner without its prior written approval.

Performance Security

- a. To guarantee the faithful performance by the Consultant of its obligations under this contract, it shall post a performance security bond within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the OSG and in no case later than the signing of the contract.
- b. The performance security bond shall be denominated in Philippine Pesos and posted in favor of the OSG in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- c. Failure of the Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award, in which event the OSG shall initiate and complete the post qualification of the second highest rated proposal.

Transportation and Hotel Accommodation of Consultants and Personnel. The Consultant shall be responsible for the transportation of its personnel for the duration of the contract, to and from the OSG's office address, as well as hotel accommodation, if any.

Force Majeure. The Consultant shall complete the project in strict compliance with the Terms of Reference within six (6) months, reckoned from the date of receipt of Notice to Proceed. An extension of time may be allowed for the following causes: typhoons, fires, earthquakes, other forms of force majeure, valid

stoppage, suspension, orders of competent authority, civil disorder, and such other similar and analogous causes.

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 OSG shall impose, without prejudice to its other remedies under the Contract and under the Applicable Law, 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. Once the cumulated liquidated damages reaches ten percent (10%) of the contract, the OSG may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

**TECHNICAL WORKING GROUP
FOR THE EMPLOYEE COMPETENCY COMMITTEE**



DIANA H. CASTAÑEDA-DE VERA, MNSA

Assistant Solicitor General

Chairperson



EDITHA R. BUENDIA

Director IV

Human Resource Management and
Administrative Service

Vice Chairperson

(On Leave)



OMAR T. GABRIELES

State Solicitor II

Raul I. Goco Division

Member



JUDY ANN A. FACISTOL

Associate Solicitor II

Antonio Barredo Division

Member

ANALIE R. BOLO-APOSTOL
Chief Administrative Officer
Human Resource Management Division
Member

RICARDO G. LOPEZ
Chief Administrative Officer
Budget Division
Member

JENINA MARIE L. PULUMBARIT
Planning Officer IV
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MAY RAQUEL M. TONOG
Administrative Officer V
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Human Resource Management Division
Member
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