

**MEMORANDUM OF AGREEMENT BETWEEN  
ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC.  
AND  
THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement is made and entered into this 29 JUL 2022 day of \_\_\_\_\_ 2022, in the City of Pasay, and between:

**THE DEPARTMENT OF FOREIGN AFFAIRS (DFA), a National Government Agency**, with office address at 2330 Roxas Blvd., Pasay City, represented herein by **ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary for Administration, hereinafter referred to as the **FIRST PARTY, or the DFA;**

and

**ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC.**, a duly registered and incorporated corporation, with office address at Unit 309, Greenworld Plaza, 79 Presidents Avenue BF Homes, Parañaque City, 1720 represented herein by **MARIA PILAR TERESA M. BEJAR**, Senior Consultant and Director, whose authority is evidenced by a Board Secretary's Certificate dated 10 June 2022 (**Annex "A"**), hereinafter referred to as the **SECOND PARTY, or Zesi Consulting;**

Individually referred to herein as a "Party" and jointly as "Parties";

**ANTECEDENTS:**

**WHEREAS**, in line with CSC Memorandum Circular No. 03-2012 on the Program to Institutionalize Meritocracy and Excellence in Human Resource Management and Department Order 2021-06 on the Competency Framework of the Department of Foreign Affairs, the **First Party**, through its Human Resources Management Office (HRMO), is in need of the consultancy services of an organization or institution to help DFA personnel deepen their understanding of the DFA Competency Framework and understand the importance of the shift towards a Competency-based Human Resources Performance Management System through a customized synchronous online learning program entitled "*Shifting to a Competency-Based Human Resources Performance Management*" (the Program);

**WHEREAS**, the **First Party** is in need of a consultancy service provider for its expertise in the design, development, deployment, and evaluation of the aforementioned customized synchronous online learning program;

**WHEREAS**, the **Second Party** warrants that it is duly authorized to engage in the business of providing consultancy services, and that it has the capacity to render services required by the **First Party** herein;

**WHEREAS**, the **Second Party** accepted the invitation of the **First Party** to provide the services of a consultant;

**WHEREAS**, the **First Party** is procuring the services of the **Second Party** pursuant to Section 53.6 (Negotiated Procurement) of the Implementing Rules and

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Regulations of Republic Act No. 9184 and subject to government audit and accounting rules and regulations;

**WHEREAS**, upon the recommendation of the Bids and Awards Committee (BAC) of the **First Party** as provided in the approved BAC Resolution No. NTC-182-22 dated 29 July 2022 (**Annex "B"**) and made an integral part thereof, the **First Party** awarded the Memorandum of Agreement to the **Second Party**. Further, a copy of the Notice of Award is attached herewith (**Annex "C"**) and made integral part thereof; based on the recently approved Memorandum Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties agree, as follows:

### **ARTICLE I Purpose of the Agreement**

- A. This Agreement is entered into by and between the Parties to provide the basis for the engagement of the **Second Party's** consultancy services for the online learning program entitled "*Shifting to a Competency-Based Human Resources Performance Management*" (the Program).
- B. The following are annexed to and made an integral part of this Agreement and references to these documents shall be deemed to refer to the ones duly annexed:
1. Annex "D" - Latest valid PhilGEPS Registration Certificate of the Second Party
  2. Annex "E" - Latest valid business / mayor's permit of the Second Party
  3. Annex "F" - Latest valid income/business tax return of the Second Party
  4. Annex "G" - Certificate of Availability of Funds (CAF) dated 22 May 2022
  5. Annex "H" - Terms of Reference
  6. Annex "I" - Zesi Consulting Proposal

### **ARTICLE II Roles and Responsibilities**

- A. The **First Party** shall perform the following tasks:
1. Identify and group the 288 DFA Personnel who will participate in the Program;
  2. Provide administrative and logistical support for the implementation and conduct of the Program and other related activities;
  3. Monitor and coordinate the needs and requirements for the Program and other related activities;
  4. Validate the online learning course content based on the objectives and timeline set, and the feedback and overall comments or suggestions for enhancement, received from participants and;
  5. Prepare E-certificate for participants who successfully completed the Program
- B. The **Second Party** shall deliver as follows:
1. Curate the synchronous online learning program on the DFA Competency Framework and Performance Coaching for the 288 participating personnel.

*Fi Pavin*

2. Provide a detailed Learning Plan for all Phases.
3. Coordinate with the **First Party** on logistical and administrative support required to reach all targeted participants.
4. Provide the links to the virtual platform that will be used for all synchronous sessions.
5. Ensure the presence of all facilitators and required backup facilitators in the delivery of the modules.
6. Administer a Pre and Post assessment of participants' knowledge and skills on the learning content of each Phase of the Program.
7. Submit to the **First Party** an Executive Summary Report a week after the end of each Phase, and a Final Report two weeks after the end of Phase 4. The data gathered from the evaluations will be utilized to further improve the program, subject to the approval of the Department.
8. Submit to the **First Party** materials and process data that shall adhere to the confidentiality provision herein and the Department's rules and regulations concerning data privacy and confidentiality.
9. Submit recordings of the online sessions to the **First Party** and;
10. Design, develop, deploy and evaluate the Program for a period of four (4) months, in four (4) phases, as follows:

| Phases                       | Scope of Work  |
|------------------------------|--|
| <b>Pre-operational Phase</b> | Design, develop, and provide Detailed Learning Plan (Lesson Plan Type), and List and Profile of Facilitators   |
| <b>Phase 1:</b>              | Demystifying Competencies:<br>Three (3) three-hour sessions with a number of ninety-six (96) participants for each session.                                |
| <b>Phase 2:</b>              | The End in Mind: Crafting SMART Objectives:<br>Thirty-two (32), two-hour sessions with a maximum of twelve (12) participants for each session.             |
| <b>Phase 3:</b>              | Conversations that Matter:<br>Sixteen (16) two-hour sessions with a maximum number of twelve (12) participants for each session                            |
| <b>Phase 4:</b>              | Finale: Key Take-Aways, Graduation and Evaluation<br>Three (3) three-hour sessions with a maximum number of ninety-six (96) participants for each session. |

### ARTICLE III Duration

The duration of this Agreement shall be simultaneous with the duration of the entire program as designed and intended by the Parties which shall be for a period of four (4) months from August 2022 to November 2022, with the **Second Party** conducting activities subject to the approval of the **First Party** and in accordance with the following schedule:

| Phases                | Duration | Activity   | Timeline              |
|-----------------------|----------|--|-----------------------|
| Pre-operational Phase | 2 weeks  | Provide Detailed Learning Plan, and List and Profile of Facilitators | August-September 2022 |

*Fi. Pagan*

|         |         |  |                        |
|---------|---------|--|------------------------|
| Phase 1 | 3 days  | Demystifying Competencies                          | September 2022         |
| Phase 2 | 4 weeks | The End in Mind                                    | September-October 2022 |
| Phase 3 | 2 weeks | Conversations that Matter                          | October 2022           |
| Phase 4 | 3 days  | Finale: Key Take-Aways, Graduation, and Evaluation | November 2022          |

**ARTICLE IV  
Fees and Payment Schedule**

For and in consideration of the services rendered, and to the satisfaction of the **Second Party**, the latter shall pay **Four Million and One Hundred Thousand Pesos (Php 4,100,000.00)**, to the **Second Party**, and shall cover the following services:

1. Fees for program development such as meeting, conceptualization, brainstorming sessions, write-up, revisions and finalization of the proposal and program design;
2. Professional fees of the service provider and the project management team members;

| Percentage | Amount           | Target Date/s  |
|------------|------------------|--|
| 15%        | Php 615,000.00   | <b>Last week of September 2022</b><br>Upon completion of Phase 1 |
| 35%        | Php 1,435,000.00 | <b>Third week of October 2022</b><br>Upon completion of Phase 2  |
| 35%        | Php 1,435,000.00 | <b>First week of November 2022</b><br>Upon completion of Phase 3 |
| 5%         | Php 615,000.00   | <b>Third week of November 2022</b><br>Upon completion of Phase 4 |

The Services Fee shall be payable in accordance with applicable regulations for Government payment of obligations.

Payment shall be made in four (4) tranches and within sixty (60) working days upon the **Second Party's** submission of the invoice and complete supporting documents, and audit by the **First Party's** Office of Financial Management Services – Financial Resources Management Division (OFMS-FRMD).

The foregoing amount shall be inclusive of all applicable taxes and other lawful charges. This amount does not cover the cost of the food and venue for meetings, and/or focus group discussions.

The Parties agree that the payment to the **Second Party** is subject to the provisions of the Agreement and the usual government accounting and auditing rules and regulations, and subject to the submission of the necessary documents required by the **First Party**.

*Fi Ryoji*

All payments shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA).

#### **ARTICLE V Mode of Payment**

All payment shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA) payable to **Zesi Auxano Perissos Management And Consulting Inc.** through the following bank details:

Account Name : Zesi Auxano Perissos Management and Consulting, Inc.  
SA Number : CA No. 442-7-44202042-2  
Bank/Branch : Metrobank, Rockwell Branch, Makati City

Payment shall be made in accordance with the payment schedule under Article IV, subject to receipt by the First Party of the invoice by the Second Party.

The **Second Party** shall issue an official receipt for every payment made by the **First Party**.

#### **ARTICLE VI Termination/Pre-Termination**

The commission of a material breach of obligations under this Agreement, such as but not limited to, the failure of any party to submit its deliverables or perform its duties under this Agreement, or when it delays, for no justifiable reason, the performance thereof and fails to cure that breach within twenty (20) days after receiving written notice of the breach, entitles the non-erring party to terminate this Agreement immediately upon written notice to the other party, and stating definitively the justifiable grounds therefore.

The **First Party** reserves the right to suspend or hold in abeyance, at no additional cost, the conduct of the Program when it deems the same necessary or desirable under the circumstances.

The **Parties** may also terminate the Agreement upon mutual consent.

#### **ARTICLE VII Confidentiality**

1. **Work Product.** The work product of the **Second Party** shall mean any and all tangible and intangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portion thereof, including drafts prepared, generated, or provided by the **Second Party** in connection with the **Second Party's** performance of its obligations under this Agreement. The **Second Party** hereby assigns to the **First Party** all rights, title, and interest in any and all work products made during the course of this Agreement, including any and all copyright ownership rights in such Work Product; and waives any and all rights and interest in connection therewith, to the extent permitted by law.

*F. Perissos*

2. The **Second Party** shall develop, implement, and review procedures for the collection of personal data, obtaining consent, limiting processing thereof to defined purposes, access management, providing recourse to data subjects, and appropriate data retention policies, in compliance with the Data Privacy Act to 2012. The access of **Second Party** to personal data shall be limited to names, email addresses, current office assignments, and responses of participants to forums, evaluations and other data-gathering tools. The **First Party** shall inform its LMS users that any data gathered through the LMS and its courses will not be disclosed nor will it be used for other purposes, other than as necessary in the completion of its courses. The **Second Party** shall have a security program to ensure technical security safeguards and compliance with the Data Privacy Act of 2012.
3. **Non-Public Information.** For purposes of this Agreement, all information that the **First Party**, its officers, assigns, or persons related therewith, provides to the **Second Party**; all information pertaining to the services performed by the **Second Party**; and all information regarding the **First Party**, its officers, employees and participants, including, without limitation, the identity of persons, shall be deemed and treated as strictly confidential, non-public information unless and until the **First Party** specifically authorizes the **Second Party** in writing that any such information may be treated as public, and said information shall only be disclosed with the **First Party's** prior consent. The **Second Party** shall have no authority to disclose Non-Public Information to anyone in perpetuity.
4. **Non-disclosure Agreement.** The **Second Party** shall not deliver, reveal, nor report any Work Product or any Non-Public Information, obtained or created pursuant to this Agreement, to any person, corporation, or government entity, or any other public or private entity, without: (i) express prior written permission of the **First Party**, or (ii) a court or administrative order requiring disclosure, provided that the **Second Party** shall immediately notify the **First Party** of any need for disclosure in writing; and shall, in accordance with the **First Party's** direction, respond, appeal or challenge such subpoena, or court administrative order, prior to disclosure; and shall cooperate fully with the **First Party** in responding, appealing or challenging any such subpoena, or court or administrative order. Neither the **Second Party** nor its related entities shall disclose any Work Product or any non-Public Information to any person or entity, nor shall they use or allow the use of any Work Product or any Non-Public Information, to further any interest other than that contemplated by this Agreement. The **Second Party** shall take appropriate measures to ensure the confidentiality and protection of all Work Product and all Non-Public Information, and to prevent its intentional or unintentional disclosure, or its inappropriate use by the **Second Party**, its officers, by its or their employees or related entities, or any other third party. This obligation shall survive the expiration or termination of this Agreement in perpetuity.

#### ARTICLE VIII Miscellaneous Provisions

1. Neither Party nor any of its officers, directors, managers, employees, agents, and representatives shall be liable to the other party or any of its officers, directors, managers, employees, agents, and representatives for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated in this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct or negligence of such officer, director, manager, employee, agent, or representative.
2. Both parties shall comply in all material respects with all applicable laws, rules, regulations, orders and decrees of the Philippine government.

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3. Any other contract or agreement entered into by **Second Party** and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the Department. Second Party warrants that it shall hold free and harmless the First Party from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the activity.
4. Nothing in this Agreement is intended or shall be deemed to create any employment, partnership, agency or joint venture relationship between the parties. The parties specifically acknowledge that the **Second Party** is an independent contractor and not an employee of the **First Party**, and that the **First Party** is not an employee of the **Second Party**.
5. Parties warrant that they have not assigned and will not assign to any third party, by operation of law or otherwise, any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement without the prior written consent of the other party
6. Any dispute regarding any of the provisions of this Agreement shall be settled amicably by the Parties among themselves only. Should amicable settlement fail, the Parties agree that the dispute shall be brought only before a court in Pasay City to the exclusion of other courts.
7. In the event of any dispute or difference which may arise between the Parties in connection with this Agreement or the interpretation and implementation of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference in good faith through negotiations between authorized representative/s of each Party, the joint decision of which shall be binding upon the Parties, and/or shall agree to submit to voluntary arbitration before resorting to court action in accordance with the rules on Alternative Dispute Resolution (ADR). In case such dispute is not amicably settled, the Parties shall submit themselves exclusively to the appropriate court or tribunal in Pasay City to the exclusion of any and all other courts and tribunals that may exercise concurrent or coordinate jurisdiction.
8. The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the Parties, making it inadvisable, illegal, or impossible to perform to the terms of the contract, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without liability by written notice of both Parties..
9. This Agreement encapsulates the full agreement between the Parties, and any subsequent alteration, modification or amendment of this Agreement or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.
10. This Agreement shall be binding on the parties' respective successors or assigns.
11. The Parties agree that if any provision of this Agreement is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not validate the remaining provisions thereof. The Parties shall, subject to their mutual agreement, promptly amend this Agreement and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid, or otherwise unenforceable provision.

*Fi Bryan*

**ARTICLE IX  
Effectivity**

This Agreement shall take effect upon the signing of the Parties hereto and shall remain in force for four (4) months, from August 2022 to November 2022, or until the obligations of the Parties as stipulated herein are complied with; or in case this Agreement is extended or renewed by written mutual consent of both Parties at least fifteen (15) days before the expiration of the Agreement.

**IN WITNESS HEREOF**, the parties through their duly authorized representatives have hereto affixed their signatures on this 29 day of JUL, 2022 at Pasay City, Philippines.

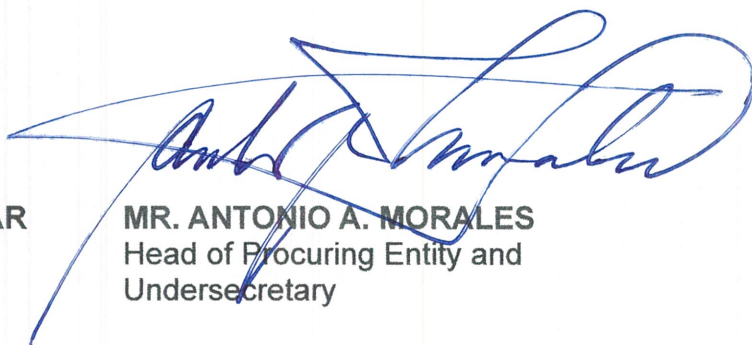
**ZESI AUXANO PERISSOS  
MANAGEMENT AND  
CONSULTING INC.**

**THE DEPARTMENT OF FOREIGN AFFAIRS**

BY:



**MS. MARIA PILAR TERESA M. BEJAR**  
Senior Consultant and Director



**MR. ANTONIO A. MORALES**  
Head of Procuring Entity and  
Undersecretary

**Signed in the Presence of:**



**CHRISTOPHER B. MONTERO**  
Assistant Secretary  
Human Resources Management Office



**LYRIE F. FULGENCIO**  
Chief Accountant  
Office of Financial Management Services

*Pi Bejar*



**ACKNOWLEDGMENT**

Republic of the Philippines}  
City of Pasay } S.S.

**BEFORE ME**, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines on **SEP 02 2022**, 2022 personally appeared **MR. ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary for Administration of the Department of Foreign Affairs and **MS. MARIA PILAR TERESA M. BEJAR**, Senior Consultant and Director of Zesi Auxano Perissos Management and Consulting Inc., known to me to be the same persons who executed the foregoing **Memorandum of Agreement** consisting of nine (9) pages including the page on which this Acknowledgment is written, signed by the Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed.

The Philippine Passport/Philippine Government-Issued Identification Documents of the Parties were exhibited to me, the same bearing:

| NAME                            | ID NUMBER              | PLACE OF ISSUE | DATE OF ISSUE    |
|---------------------------------|------------------------|----------------|------------------|
| Mr. Antonio A. Morales          | Passport No. D0009237A | Manila         | 07 December 2021 |
| Ms. Maria Pilar Teresa M. Bejar | Passport P6477201B     | Manila         | 12 March 2021    |

**IN WITNESS WHEREOF**, I have hereunto affixed my signature and notarial seal on the date and in the place above written.

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Page No. 76  
Book No. 7  
Series of 2022

*[Signature]*  
**MA. CLEOFE L. JAIME**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2022  
 COMMISSION NO. 20-04  
 ROLL NO. 27802  
 PTR NO. 7697173 PASAY CITY 1-3-2022  
 IBP OR NO. 178431 ISSUED BY IBP  
 NAT'L OFFICE - 2 - 16 - 22  
 MCLE COMPL. VII-0018402  
 ISSUED ON - MAY 20, 2022 VALID UNTIL  
 APRIL 14, 2025

*Pi Bejar*



Republic of the Philippines)  
\_\_\_\_\_ City ) S.S.

**SECRETARY'S CERTIFICATE**

I, **SHERWIN JAY T. DIEZ**, Filipino, of legal age, and a resident of Unit 1406, The Flats Amorsolo, Amorsolo St., Makati City, after having been sworn to in accordance with law, hereby depose and state:

1. I am the duly elected and qualified Corporate Secretary of **ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC.**, a corporation organized and existing under the laws of the Philippines, and with office address at 309 Greenworld Plaza 79 Presidents Avenue Teoville B. F. Homes NCR, Fourth District Parañaque City;
2. At a special meeting of the Board of Directors of the Corporation held on 1 June 2022, during which a legal quorum was present and acting throughout, the following resolution was duly unanimously approved and adopted:

**“RESOLVED**, as it is hereby resolved, that the Corporation hereby agreed to take on the project with the Department of Foreign Affairs, Philippines namely **“Competencies in the Performance Management System”**.

**RESOLVED Further** to authorize **MARIA PILAR TERESA M. BEJAR**, to be the organization's official representative to process, organize, appoint consultants, sign and receive any documents pertaining to the said project.

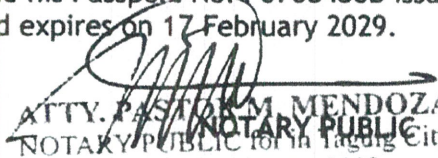
3. The above resolution has not been revoked or cancelled, and as of the date of certification is in full force and effect.

IN WITNESS WHEREOFF, I have hereunto affixed my signature on 10 JUN 2022  
at \_\_\_\_\_.

  
**SHERWIN JAY T. DIEZ**  
Corporate Secretary

**SUBSCRIBED AND SWORN** to before me this 10 JUN 2022, at \_\_\_\_\_, affiant exhibiting to me his Passport No. P0708480B issued at DFA NCR North East on 18 February 2019, and expires on 17 February 2029.

Doc. No. 314 ;  
Page No. 144 ;  
Book No. X ;  
Series of 2020.

  
**ATTY. PASTOR M. MENDOZA**  
NOTARY PUBLIC for Taguig City  
Until December 31, 2022  
IBP OR No. 170543/Rizal 12-16-2021  
PTR No. A-5374520/01-03-2022 Taguig City  
IBP ROLL No. 16342

Republic of the Philippines  
Department of Budget and Management  
**PROCUREMENT SERVICE**  
**CERTIFICATE OF PHILGEPS REGISTRATION**  
**(Platinum Membership)**

*THIS IS TO CERTIFY THAT*

**ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC.**

309 GREENWORLD PLAZA PRESIDENT AVENUE ,  
Parañaque City , Metro Manila , NCR , Philippines

is registered in the **Philippine Government Electronic Procurement System (PhilGEPS)** on 20-Aug-2018 pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

This further certifies that **ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC.** has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof.

For the purpose of updating this Certificate, all Class "A" eligibility documents covered by Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 supporting the veracity, authenticity and validity of this Certificate shall remain current and updated. The failure by the prospective Bidder to update this Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of its validity until such time that all of the expired Class "A" eligibility documents has been updated.

By submitting this Certificate, the Bidder certifies:

1. the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;
2. the veracity of the statements and information contained therein;
3. that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding, nor is it an evidence that the Bidder has passed the post-qualification stage; and
4. that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.

This Certificate is valid until 25-Apr-2023

Issued this 25th day of April 2022.

This is a system generated certificate. No signature is required.



## REMINDERS <sup>1</sup>

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

# List of Eligibility Documents

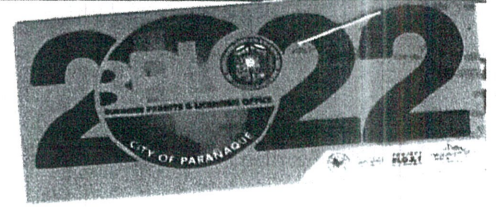
of

**ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC.**

309 GREENWORLD PLAZA PRESIDENT AVENUE ,

Parañaque City , Metro Manila , NCR , Philippines

|                                    |   |
|------------------------------------|---|
| <b>SEC Certificate</b>             | Registration Date : 13-Mar-2018<br>SEC Certificate Number : CS201803087   |
| <b>Mayors Permit</b>               | Expiration Date : 31-Dec-2022<br>Permit Number : 2018050027<br>Place of Issue : CITY OF PARANAQUE<br>Issued By / Signatory : HON.EDWIN OLIVAREZ<br>Issuance Date : 22-Jan-2022  |
| <b>Tax Clearance</b>               | Expiration Date : 12-Apr-2023<br>TCC Number : 08B-052-04-12-R0382-2022-M<br>Issued By / Signatory : ALICIA DT PALMARIA<br>Issuance date : 12-Apr-2022   |
| <b>Audited Financial Statement</b> | Date of Filing : 04-Apr-2022<br>Current Asset : 7,352,104.00<br>Total Asset : 7,994,823.00<br>Current Liabilities : 3,846,247.00<br>Total Liabilities : 3,846,247.00<br>Name of Auditor : Fortunato T. Quizon Jr.<br>BIR RDO Code : 052 |
| <b>PCAB License</b>                | Expiration Date : -<br>Issued By / Signatory :<br>Issuance Date : -<br>License Number :<br>License First Issue Date : -<br>Principal Classification :<br>Category :   |



# MAYOR'S PERMIT TO OPERATE BUSINESS

# 2022

DATE ISSUED 2022-01-22

TAX YEAR

This certifies that

ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC.

with registered trade name as

ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC.

with business address at

309 GREENWORLD PLAZA, 79 PRESIDENT'S AVENUE, TEOVILLE SUBDIVISION, BF HOMES, PARAÑAQUE CITY

has been granted a BUSINESS PERMIT to operate the following business/es under City Ordinance No. 19 - 29 as amended by 19 - 33 otherwise known as the Revenue Code of the City of Parañaque, subject to the provisions of other pertinent laws, ordinances and related administrative regulations.

### KIND/S OF BUSINESS/ES

OTHER SERVICES - CONSULTANCY

Area of Establishment 40.00

Total No. of Employees 5

TIN: -

SSS: -

SEC/DTI/CDA: CS201803087

Locational Clearance No.: 18-02012  
RENEWAL

SUBJECT TO INSPECTION AND REASSESSMENT. ANY VIOLATION OF LAWS, RULES AND REGULATIONS WILL RESULT TO THE REVOCATION OF THIS PERMIT

### REMARKS

1. WITH FIRE SAFETY INSPECTION CERTIFICATE VALID UNTIL JULY 2022.
2. TO COMPLY WITH CITY ORD. NO. 07-014 S. 2007 UNTIL MARCH 2022 (PESO).

**THIS PERMIT IS VALID UNTIL  
12-31-2022**

|                                  |                          |
|----------------------------------|--------------------------|
| BUSINESS TAX                     | 130,223.64               |
| MAYOR'S PERMIT FEE               | 10,000.00                |
| WASTE GENERATION FEE             | 2,400.00                 |
| SANITARY PERMIT FEE              | 100.00                   |
| ANNUAL BUILDING FEES             | 120.00                   |
| ANNUAL ELECTRICAL FEES           | 356.00                   |
| ANNUAL SIGN FEES                 | 721.00                   |
| ZONING FEE                       | 125.00                   |
| INDIVIDUAL PERMIT FEE            | 750.00                   |
| PLATE AND STICKER                | 50.00                    |
| FIRE SAFETY INSPECTION CERTIFICA | 2,130.30                 |
| SANITARY INSPECTION FEE          | 280.00                   |
| FILING FEE                       | 100.00                   |
| BARANGAY CLEARANCE               | 2,500.00                 |
| PROCESSING FEE                   | 10.00                    |
| OR Number: 2924184               | Total Amount: 149,865.94 |

Quarter: 1-4

Total Penalty: 0.00

OR Date: 2022-01-21

**Grand Total: 149,865.94**

### IMPORTANT

Failure to renew this Business Permit/License within the prescribed period shall subject the taxpayer a twenty five (25%) surcharge and two percent (2%) penalty per month. This permit shall be posted conspicuously at the place where the business is being conducted and shall be presented and/or surrendered to the concerned authorities upon demand. Upon closure of business, surrender this permit to the Business Permits & Licensing Office on or before the twentieth (20th) day of the month following quarter to avoid penalty.



Malaya Digitally signed  
by Melanie Soriano  
Date: 2022.01.22  
16:00:49 +08'00'



**HON. EDWIN L. OLIVAREZ**  
CITY MAYOR

FOR AND BY AUTHORITY OF THE CITY MAYOR

**ATTY. MELANIE T. SORIANO-MALAYA**  
CHIEF, BPLO

This Permit is not valid without a security seal.

**BIN : 2018050027**





## SECURITIES AND EXCHANGE COMMISSION

Secretariat Building, PICC Complex, Roxas Boulevard, Pasay City, 1307 Metro Manila Philippines  
Tel: (642) 818-0921 Fax: (642) 818-5293 Email: mis@sec.gov.ph



The following document has been received:

Receiving: Mary Irish De Castro

Receipt Date and Time: April 04, 2022 01:36:14 PM

### Company Information

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SEC Registration No.: CS201803087

Company Name: ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC. ALSO KNOWN AS (A.K.A.) ZAUXPERI CONSULTING; ZAUXPERI MC; ZESI CONSULTING; ZESI MC, INC.

Industry Classification: N82199

Company Type: Stock Corporation

### Document Information

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Document ID: OST1040420228280991

Document Type: Financial Statement

Document Code: FS

Period Covered: December 31, 2021

Submission Type: Annual

Remarks: None



# COVER SHEET

for  
**AUDITED FINANCIAL STATEMENT**

SEC Registration Number

|   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|---|
| C | S | 2 | 0 | 1 | 8 | 0 | 3 | 0 | 8 | 7 |
|---|---|---|---|---|---|---|---|---|---|---|

**COMPANY NAME**

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Z | E | S | I | A | U | X | A | N | O | P | E | R | I | S | S | O | S |   |   |   |   |   |   |   |   |
| M | A | N | A | G | E | M | E | N | T | A | N | D | C | O | N | S | U | L | T | I | N | G | I | N | C |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

**PRINCIPAL OFFICE ( No. / Street / Barangay / City / Town / Province )**

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3 | 0 | 9 | G | R | E | E | N | W | O | R | L | D | P | L | A | Z | A | , | 7 | 9 |   |   |   |   |
| P | R | E | S | I | D | E | N | T | S | A | V | E | N | U | E | , | T | E | O | V | I | L | L | E |
| S | U | B | D | . | P | A | R | A | N | A | Q | U | E | C | I | T | Y |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

Form Type

|   |   |   |
|---|---|---|
| A | F | S |
|---|---|---|

Department requiring the report

|   |   |   |   |
|---|---|---|---|
| C | R | M | D |
|---|---|---|---|

Secondary License Type, if Applicable

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

**COMPANY INFORMATION**

Company's Email Address

[rita\\_balogo@zesiconsulting.com](mailto:rita_balogo@zesiconsulting.com)

Company's Telephone Number

8829-1339

Mobile Number

9176358111

No. of Stockholders

5

Annual Meeting (Month / Day)

4th Monday of Jan every year

Fiscal Year (Month / Day)

31-Dec

**CONTACT PERSON INFORMATION**

The designated contact person **MUST** be an Officer of the Corporation

Name of Contact Person

SHERWIN JAY T. DIEZ

Email Address

[sherwinjayt.diez@zesiconsulting.com](mailto:sherwinjayt.diez@zesiconsulting.com)

Telephone Number/s

8829-1339

Mobile Number

9054424344

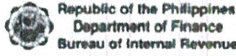
**CONTACT PERSON'S ADDRESS**

UNIT 1406, THE FLATS AMORSOLO, AMORSOLO ST., MAKATI CITY

*NOTE 1: In case of death, resignation or cessation of offices of the officer designated as contact person, such incident shall be reported to the Commission within thirty (30) calendar days from the occurrence thereof with information and complete contact*

*NOTE 2: All Boxes must be properly and completely filled-up. Failure to do so shall cause the delay in updating the corporation's records with the Commission and/or non-receipt of Notice of Deficiencies. Further, non-receipt of Notice of Deficiencies shall not*

For BIR BCS  
Use Only Item



BIR Form No.  
**1702-RT**  
January 2018 (ENCS)  
Page 1

**Annual Income Tax Return**  
Corporation, Partnership and Other Non-Individual  
Taxpayer Subject Only to REGULAR Income Tax Rate  
Enter all required information in CAPITAL LETTERS. Mark applicable boxes with an "X".  
Two copies MUST be filed with the BIR and one held by the taxpayers.



1 For  Calendar  Fiscal  Amended Return?  Yes  No  Short Period Return  Yes  No  
2 Year Ended (MM/DDYY)  055-Minimum Corporate Income Tax (MCIT)   055-CORPORATION IN GENERAL - JAN 1 2009

**Part I - Background Information**

6 Tax Identification Number (TIN) 009 - 623 - 498 - 00000 7 RDO Code 812  
8 Registered Name (Enter only 1 letter per box using CAPITAL LETTERS)  
ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC  
9 Registered Address (Indicate complete address. If the registered address is different from the same of address, list to the RDO to update registered address by using BIR Form No. 1209)  
509 GREENWORLD PLAZA 79 PRESIDENTS AVENUE TEOWILLE B.F. HOMES NCR FORTH DISTRICT PARANAQUE CITY  
10 Date of Incorporation/Organization (MM/DD/YYYY) 03/13/2018 11 Contact Number 09055368104  
12 Email Address zesi@zesi.com  
13 Method of Deductions  Itemized Deductions (Section 34 (A-J), NIRC)  Optional Standard Deduction (OSD) - 40% of Gross Income (Section 34(L), NIRC as amended) SA ZIP Code 1720

**Part II - Total Tax Payable**

|  |             |
|--|-------------|
| 14 Tax Due   | 308,411     |
| 15 Less: Total Tax Credits/Payments                            | 3,042,179   |
| 16 Net Tax Payable (Overpayment) (Sum of items 14 and 15)      | (2,733,768) |
| 17 Surcharge   | 0           |
| 18 Interest  | 0           |
| 19 Compromise  | 0           |
| 20 Total Penalties (Sum of items 17 to 19)                     | 0           |
| 21 TOTAL AMOUNT PAYABLE (Overpayment) (Sum of items 16 and 20) | (2,733,768) |

If Overpayment, mark one(1) box only (Once the choice is made, the same is irrevocable)  
 To be refunded  To be issued a Tax Credit Certificate (TCC)  To be carried over as a tax credit for next year/quarter

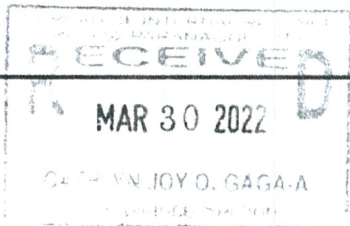
We declare under the penalties of perjury that this return, and all its attachments, have been made in good faith, verified by us, and to the best of our knowledge and belief, are true and correct, pursuant to the provisions of the National Internal Revenue Code, as amended, and the regulations issued under it.

Signature over Printed Name of President/Principal Officer/Authorized Representative: \_\_\_\_\_ Signature over Printed Name of Treasurer/Assistant Treasurer: \_\_\_\_\_  
Title of Signatory: PRESIDENT TIN: 101429143 Title of Signatory: \_\_\_\_\_ TIN: \_\_\_\_\_

**Part III - Details of Payment**

| Particulars               | Drawee Bank/ Agency | Number | Date (MM/DD/YYYY) | Amount |
|---------------------------|---------------------|--------|-------------------|--------|
| 23 Cash/Bank Debit Memo   |                     |        |                   | 0      |
| 24 Check                  |                     |        |                   | 0      |
| 25 Tax Debit Memo         |                     |        |                   | 0      |
| 26 Others (Specify Below) |                     |        |                   | 0      |

Machine Validation/Revenue Official Receipt Details (If not filed with an Authorized Agent Bank (AAB)) Stamp of Receiving Office/AAB and Date of Receipt (RO's Signature/Bank Teller's Initial)





|                                     |     |     |       |  |  |
|-------------------------------------|-----|-----|-------|--|--|
| Taxpayer Identification Number(TIN) |     |     |       | Registered Name                                    |  |
| 009                                 | 923 | 498 | 00000 | ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC |  |

Part IV - Computation of Tax

DO NOT WRITE IN THESE SPACES OR DESTROY IT. KEEP THIS COPY FOR YOUR RECORDS.

|   |             |
|---|-------------|
| 27 Sales/Revenues/Receipts/Fees   | 12,893,183  |
| 28 Less: Sales Returns, Allowances and Discounts  | 0           |
| 29 Net Sales/Revenues/Receipts/Fees (Item 27 Less Item 28)  | 12,893,183  |
| 30 Less: Cost of Sales/Services   | 7,060,814   |
| 31 Gross Income from Operation (Sum of Items 29 and 30)   | 5,832,369   |
| 32 Add: Other Taxable Income Not Subjected to Final Tax   | 0           |
| 33 Total Taxable Income (Sum of Items 31 and 32)  | 5,832,369   |
| Less: Deductions Allowable under Existing Law   |             |
| 34 Ordinary Allowable Itemized Deductions   | 4,290,314   |
| 35 Special Allowable Itemized Deductions  | 0           |
| 36 NOLCO (Only for those taxpayer under Sec. 274(b)(1)(C), Sec. 2642(a)(4)(B)(i) of the Code, as amended) | 0           |
| 37 Total Deductions (Sum of Items 34 to 36)   | 4,290,314   |
| OR (in case taxable under Sec. 27(A) & 28(A)(1))  |             |
| 38 Optional Standard Deduction (OSD) (Sec. 303)   | 0           |
| 39 Net Taxable Income/(Loss) (Sum of Item 33 Less Item 37, 38)  | 1,542,055   |
| 40 Applicable Income Tax Rate   | 20 %        |
| 41 Income Tax Due other than Minimum Corporate Income Tax(MCIT) (Sum of Item 39 x Item 40)                | 308,411     |
| 42 MCIT Due (Sum of Item 39 x 10%)  | 0           |
| 43 Tax Due (Sum of Item 41 and 42)  | 308,411     |
| Less: Tax Credits/Payments(attach proof)  |             |
| 44 Prior Year's Excess Credits Other Than MCIT  | 1,480,187.0 |
| 45 Income Tax Payment under MCIT from Previous Quarter/s  | 0           |
| 46 Income Tax Payment under Regular/Normal Rate from Previous Quarter/s                                   | 0           |
| 47 Excess MCIT Applied (In Current Taxable Year)  | 0           |
| 48 Creditable Tax Withheld from Previous Quarter/s per BIR Form No. 2307                                  | 968,355.21  |
| 49 Creditable Tax Withheld per BIR Form No. 2307 for the 4th Quarter                                      | 593,637.11  |
| 50 Foreign Tax Credits, if applicable   | 0           |
| 51 Tax Paid in Return Previously Filed, if this is an Amended Return                                      | 0           |
| 52 Special Tax Credits  | 0           |
| Other Credits/Payments (Specify)  |             |
| 53  | 0           |
| 54  | 0           |
| 55 Total Tax Credits/Payments (Sum of Items 44 to 54)   | 3,042,178   |
| 56 Net Tax Payable (Overpayment) (Sum of Item 43 Less Item 55)  | (2,733,768) |

Part V - Tax Relief Availment

|  |   |
|--|---|
| 57 Special Allowable Itemized Deductions (Item 35 of Part IV's Applicable Income Tax Rate) | 0 |
| 58 Add Special Tax Credits   | 0 |
| 59 Total Tax Relief Availment (Sum of Items 57 & 58)                                       | 0 |

**Annual Income Tax Return**  
Corporation, Partnership and Other Non-Individual  
Taxpayer Subject Only to REGULAR Income Tax Rate



1702-RT 01/18ENCS P3

Taxpayer Identification Number(TIN)  
009 923 498 00000

Registered Name  
ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC

Part VI - Schedules

DO NOT enter amounts in Columns 4 and 5 until Step 8 of the return is filed

Schedule I - Ordinary Allowable Itemized Deductions (Attach additional sheets if necessary)

|    |  |  |           |
|----|--|--|-----------|
| 1  | Amortization   |  | 0         |
| 2  | Bad Debts  |  | 0         |
| 3  | Charitable and Other Contributions   |  | 0         |
| 4  | Depletion  |  | 0         |
| 5  | Depreciation   |  | 207,468   |
| 6  | Entertainment, Amusement and Recreation  |  | 164,505   |
| 7  | Fringe Benefits  |  | 0         |
| 8  | Interest   |  | 0         |
| 9  | Losses   |  | 0         |
| 10 | Pension Trusts   |  | 0         |
| 11 | Rental   |  | 312,000   |
| 12 | Research and Development   |  | 0         |
| 13 | Salaries, Wages and Allowances   |  | 1,701,728 |
| 14 | SSS, GSIS, Philhealth, HDMF and Other Contributions  |  | 78,135    |
| 15 | Taxes and Licenses   |  | 258,185   |
| 16 | Transportation and Travel  |  | 332,669   |
| 17 | Others (Deductions Subject to Withholding Tax and Other Expenses) (Specify below. Add additional sheet(s), if necessary) |  |           |
| a  | Janitorial and Messengerial Services   |  | 0         |
| b  | Professional Fees  |  | 21,053    |
| c  | Security Services  |  | 0         |
| d  | FUEL AND OIL   |  | 444,438   |
| e  | WELLNESS   |  | 336,538   |
| f  | OTHER BUSINESS EXPENSE   |  | 121,924   |
| g  | SUBSCRIPTIONS  |  | 90,487    |
| h  | OFFICE SUPPLIES  |  | 82,497    |
| i  | OTHERS   |  | 135,707   |
| 18 | Total Ordinary Allowable Itemized Deductions (Sum of Items 1 to 17)  |  | 4,290,314 |

Schedule II - Special Allowable Itemized Deductions (Attach additional sheets, if necessary)

|   | Description   | Legal Basis | Amount |
|---|---|-------------|--------|
| 1 |   |             | 0      |
| 2 |   |             | 0      |
| 3 |   |             | 0      |
| 4 |   |             | 0      |
| 5 | Total Special Allowable Itemized Deductions (Sum of Items 1 to 4) |             | 0      |

**Annual Income Tax Return**  
Corporation, Partnership and Other Non-Individual  
Taxpayer Subject Only to REGULAR Income Tax Rate



1702-RT 01/18ENCS P-4

|                                     |     |     |       |  |  |  |  |
|-------------------------------------|-----|-----|-------|--|--|--|--|
| Taxpayer Identification Number(TIN) |     |     |       | Registered Name                                    |  |  |  |
| 009                                 | 923 | 498 | 00000 | ZESI AUXANO PERISSOS MANAGEMENT AND CONSULTING INC |  |  |  |

**Schedule III - Computation of Net Operating Loss Carry Over (NOLCO)**

|   |   |  |   |
|---|---|--|---|
| 1 | Gross Income  |  | 0 |
| 2 | Less: Ordinary Allowable Itemized Deductions                        |  | 0 |
| 3 | Net Operating Loss (Item 1 Less Item 2) (To Schedule IIIA, Item 7A) |  | 0 |

**Schedule IIIA - Computation of Available Net Operating Loss Carry Over (NOLCO)**

| Year Incurred | Net Operating Loss |   | B) NOLCO Applied Previous Years |
|---------------|--------------------|---|---------------------------------|
|               | A) Amount          |   |                                 |
| 4             |                    | 0 | 0                               |
| 5             |                    | 0 | 0                               |
| 6             |                    | 0 | 0                               |
| 7             |                    | 0 | 0                               |

Continuation of Schedule IIIA (Item numbers continue from table above)

| Year | C) NOLCO Expired                           |   | D) NOLCO Applied Current Year |   | E) Net Operating Loss (Unapplied)<br>[E = A Less (B + C + D)] |
|------|--|---|-------------------------------|---|---|
|      |  |   |                               |   |   |
| 4    |  | 0 |                               | 0 | 0   |
| 5    |  | 0 |                               | 0 | 0   |
| 6    |  | 0 |                               | 0 | 0   |
| 7    |  | 0 |                               | 0 | 0   |
| 8    | <b>Total NOLCO (Sum of Items 4D to 7D)</b> |   |                               |   | 0   |

**Schedule IV - Computation of Minimum Corporate Income Tax(MCIT)**

| Year | A) Normal Income Tax as Adjusted | B) MCIT | C) Excess MCIT over Normal Income Tax |
|------|----------------------------------|---------|---------------------------------------|
| 1    | 0                                | 0       | 0                                     |
| 2    | 0                                | 0       | 0                                     |
| 3    | 0                                | 0       | 0                                     |

Continuation of Schedule IV (Item numbers continue from table above)

| Year | D) Excess MCIT Applied/Used in Previous Years            | E) Expired Portion of Excess MCIT | F) Excess MCIT Applied this Current Taxable Year | G) Balance of Excess MCIT Allowable as Tax Credit for Successing Year/s<br>[G = C Less (D + E + F)] |
|------|--|-----------------------------------|--|---|
|      | 1  | 0                                 | 0  | 0   |
| 2    | 0  | 0                                 | 0  | 0   |
| 3    | 0  | 0                                 | 0  | 0   |
| 4    | <b>Total Excess MCIT Applied (Sum of Items 1F to 3F)</b> |                                   |  | 0   |

**Schedule V - Reconciliation of Net Income per Books Against Taxable Income (Attach additional sheet/s, if necessary)**

|    |   |           |
|----|---|-----------|
| 1  | Net Income/(Loss) per Books                                   | 1,542,055 |
| 2  | Add: Non-deductible Expenses/Taxable Other Income             | 0         |
| 3  |   | 0         |
| 4  | <b>Total (Sum of Items 1 to 3)</b>                            | 1,542,055 |
| 5  | Less: A) Non-Taxable Income and Income Subjected to Final Tax | 0         |
| 6  |   | 0         |
| 7  | B) Special Deductions   | 0         |
| 8  |   | 0         |
| 9  | <b>Total (Sum of Items 5 to 8)</b>                            | 0         |
| 10 | <b>Net taxable income (Loss) (Item 4 Less Item 9)</b>         | 1,542,055 |



DEPARTMENT OF FOREIGN AFFAIRS  
KAGAWARAN NG UGNAYANG PANLABAS

OFFICE OF FINANCIAL MANAGEMENT SERVICES

CERTIFICATE OF AVAILABILITY OF FUNDS

This is to certify that the amount of **FOUR MILLION ONE HUNDRED SIXTY THOUSAND PESOS ONLY (PhP4,160,000.00)** is available to cover expenses relative to the program/activity/project entitled "Shifting to a Competency-Based Human Resources Performance Management" on the Competency Framework of the Department of Foreign Affairs, chargeable against **HRMO's 2022 MOOE for Consultancy Services**, pursuant to FY 2022 General Appropriations Act (GAA) (R.A. No. 11639) and subject to existing budgeting, accounting, auditing and government procurement laws, rules and regulations.

|                                   |            |                     |
|-----------------------------------|------------|---------------------|
| Highly Technical Consultancy      | Php        | 4,155,000.00        |
| Incidental Expenses/Ordered Meals |            | 5,000.00            |
| <b>TOTAL</b>                      | <b>Php</b> | <b>4,160,000.00</b> |

Funds provided for the purpose will be valid up to 31 December 2022.

This Certification is issued for whatever lawful purpose it may serve.

**LYRIE F. FULGENCIO**

Acting Department Chief Accountant

05 - 22 - 0052

BUDGET DIVISION-CAF

25 May 2022

## TERMS OF REFERENCE

### PROCUREMENT OF CONSULTANCY SERVICES FOR THE DEPARTMENT'S SHIFT TO A COMPETENCY-BASED HUMAN RESOURCES PERFORMANCE MANAGEMENT

#### I. GENERAL DESCRIPTION

In line with CSC Memorandum Circular No. 03-2012 on the Program to Institutionalize Meritocracy and Excellence in Human Resource Management and Department Order 2021-06 on the Competency Framework of the Department of Foreign Affairs, DFA through the Human Resources Management Office (HRMO) is in need of the consultancy services of an organization or institution to help DFA personnel deepen their understanding of the DFA Competency Framework and understand the importance of the shift towards a Competency-based Human Resources Performance Management System through a customized synchronous online learning program entitled "*Shifting to a Competency-Based Human Resources Performance Management*" (the Program).

This customized synchronous online learning program aims to empower DFA personnel so that they may fully understand the Department's shift towards a Competency-Based Human Resource Management System (CBHRMS), as well as the importance of competencies in the fulfillment of one's duties and responsibilities. The program further aims to a) ensure a continuing program of career and personnel development through robust and meaningful performance conversations; b) promote improved work performance by institutionalizing the proper identification and shared understanding of critical incidents that support the target competencies; and c) make the performance evaluation system easy to understand and implement by all DFA personnel.

To achieve its objectives, the Department will contract the services of an established Organization that will deliver its expertise and service in the implementation of a customized synchronous online learning program.

#### II. SCOPE OF WORK

A. The Department of Foreign Affairs shall:

1. Identify and group the 288 DFA Personnel who will participate in the Program;
2. Provide administrative and logistical support for the implementation and conduct of the Program and other related activities;
3. Monitor and coordinate the needs and requirements for the Program and other related activities;

4. Validate the online learning course content based on the objectives and timeline set, and the feedback and overall comments or suggestions for enhancement, received from participants; and
5. Prepare E-certificates for participants who successfully completed the Program.

B. The Highly Technical Consultant is specifically expected to:

1. Curate the customized synchronous online learning program on the DFA Competency Framework and Performance Coaching for the 288 participating personnel;
2. Provide a detailed Learning Plan for all Phases;
3. Coordinate with the Performance Management Section on logistical and administrative support required to reach all targeted participants.
4. Provide the links to the virtual platform that will be used for all synchronous sessions.
5. Ensure the presence of all facilitators and required backup facilitators in the delivery of the modules.
6. Administer a Pre and Post assessment of participants' knowledge and skills on the learning content of each Phase of the Program.
7. Submit to the Department an Executive Summary Report a week after the end of each Phase, and a Final Report two weeks after the end of Phase 4. The data gathered from the evaluations will be utilized to further improve the program, subject to the approval of the Department.
8. Submit materials and process data that shall adhere to the confidentiality provision herein and the Department's rules and regulations concerning data privacy and confidentiality.
9. Submit recordings of the online sessions to DFA and;
10. Design, develop, deploy, and evaluate the Program for a period of four months (4), in four (4) phases, as follows:

| Phases                       | Scope of Work  |
|------------------------------|--|
| <b>Pre-operational Phase</b> | Design, develop, and provide Detailed Learning Plan (Lesson Plan Type), and List and Profile of Facilitators                                   |
| <b>Phase 1:</b>              | Demystifying Competencies:<br>Three (3) three-hour sessions with a number of ninety-six (96) participants for each session.                    |
| <b>Phase 2:</b>              | The End in Mind: Crafting SMART Objectives:<br>Thirty-two (32), two-hour sessions with a maximum of twelve (12) participants for each session. |



|                 |   |
|-----------------|---|
| <b>Phase 3:</b> | Conversations that Matter:<br>Sixteen (16) two-hour sessions with a maximum number of twelve (12) participants for each session                             |
| <b>Phase 4:</b> | Finale: Key Take-Aways, Graduation, and Evaluation<br>Three (3) three-hour sessions with a maximum number of ninety-six (96) participants for each session. |

### III. DURATION

The Program will run for four months (4) from August 2022 to November 2022 inclusive of the design, development, deployment, and evaluation of the customized synchronous online learning course.

### IV. FEES AND TERMS OF PAYMENT

For and in consideration of the services rendered by **Second Party**, to the satisfaction of the **First Party**, the latter shall pay **Four Million and One Hundred Thousand Pesos (Php 4,100,000.00) only** to the Second Party, which shall cover the following:

1. Fees for program development such as meeting, conceptualization, brainstorming sessions, write-up, revisions and finalization of the proposal and program design;
2. Professional fees of the service provider and the project management team members;

The Services Fee shall be payable as follows:

| <b>Deliverables</b>  | <b>Percentage</b> | <b>Amount</b>    |
|--|-------------------|------------------|
| Upon submission of a Detailed Learning Plan prior to the start of the program; completion of Phase 1; and submission of the First Executive Summary Report | 15%               | Php 615,000.00   |
| Upon completion of Phase 2 and delivery of Second Executive Summary Report   | 35%               | Php 1,435,000.00 |
| Upon completion of Phase 3 and delivery of Third Executive Summary Report  | 35%               | Php 1,435,000.00 |

|  |             |                         |
|--|-------------|-------------------------|
| Upon completion of Phase 4 and delivery of Terminal Report | 15%         | Php 615,000.00          |
| <b>TOTAL</b>   | <b>100%</b> | <b>Php 4,100,000.00</b> |

The Services Fee shall be payable in accordance with applicable regulations for Government payment of obligations.

The foregoing amount shall be inclusive of all applicable taxes and other lawful charges. This amount does not cover the cost of the food and venue for meetings, and/or focus group discussions.

The Parties agree that the payment to the Second Party is subject to the provisions of the Agreement and the usual government accounting and auditing rules and regulations, and subject to the submission of the necessary documents required by the First Party.

All payments shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA).

PRIVATE AND CONFIDENTIAL



**Proposal for**



REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF FOREIGN AFFAIRS  
KAGAWARAN NG UGNAYANG PANLABAS

**Training on  
Competencies in the  
Performance  
Management System**

**Submitted By:**

**Zesi Auxano Perissos Management & Consulting, Inc.  
(Zesi Consulting)**

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OVERVIEW

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In response to the Philippine Government's primary concern to develop and retain a competent and efficient workforce in the public service, the Civil Service Commission's (CSC) Revised Administrative Code of 1987, Sections 30-33 stipulates the Philippine Government's policy for a continuing program of career and personnel development, merit-based promotion process, and a sound performance evaluation system. In support of this administrative code, the Civil Service Commission further issued a Memorandum Circular 03-2012 institutionalizing meritocracy and excellence in human resources management. To this end, the memorandum requires all government agencies to shift from transactional human resource management to a more strategic one.

The Department of Foreign Affairs (DFA) actively supports this government mandate through Department Order 2021-006 by adopting a best practice of clearly defining its human resource requirements through a core and leadership competency model. This order requires the Department to move towards an Integrated Competency-Based Human Resources Management (CBHRM) System that:

- 1) Better aligns individual goals to organizational goals;
- 2) Fosters a performance-driven culture;
- 3) Maximizes limited resources;
- 4) Provides an integrative and strategic human resource framework,
- 5) Builds an organizational culture that empowers personnel, ensures consistency, enhances resiliency, and delivers results; and,
- 6) Achieves office targets most efficiently.

In collaboration with the Ateneo CORD, the DFA put together a competency framework that comprehensively explained and illustrated what competencies are, their alignment with the DFA's long-term strategies, its impact on performance, types, uses in the employee life cycle, and applications in human resources subsystems.

In summary, this competency model presents clear parameters for selecting, promoting, developing, and coaching people who will work towards achieving the goals of the DFA.

The table below lists the DFA Competencies.

| <b>Core Competencies</b>                              | <b>Leadership Competencies</b>  |
|---|---|
| 1. <b>Observance of Duty to Country and DFA</b>       | 1. <b>Strategic and Critical Thinking</b>                               |
| 2. <b>Ethical Conduct, Credibility, and Integrity</b> | 2. <b>Institutional Strengthening and Innovation</b>                    |
| 3. <b>Adaptability and Resilience</b>                 | 3. <b>Partnering, Networking, Collaborating, and Consensus Building</b> |
| 4. <b>Efficient Delivery of Solutions and Results</b> | 4. <b>Capability Building</b>   |
| 5. <b>Service Orientation</b>                         | 5. <b>People Management</b>   |
| 6. <b>Effective Communication</b>                     | 6. <b>Results Orientation</b>   |
| 7. <b>Cultural and Diplomatic Sensitivity</b>         | 7. <b>Resource and Information Management</b>                           |
| 8. <b>Teamwork and Collaboration</b>                  |   |

The DFA Competency Framework also lists sixty-six (66) technical competencies.

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*OBJECTIVES OF THE ROLLOUT*

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To implement DFA's commitment to the CSC Revised Administrative Code of 1987, the objectives of this proposal are to assist the DFA in:

1. **Acquainting** participants to the Department Order 2021-006 requiring the Department to move towards an Integrated Competency-Based Human Resources Management (CBHRM) System
2. **Engaging** the DFA leaders and employees to look at the entirety of the Performance Management System as a useful and helpful tool to achieving the goals of the organization
3. Having all DFA employees **understand and appreciate** the value of DFA Competencies and **apply** them to further their development
4. **Maximizing** one of the performance tools, which is the Competency-Based Job Fit and Behavior Form, set forth to implement the use of competencies within the performance management system.

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5. Aiming for **mastery** and **commitment**, not just compliance in using the competencies in various human resource processes and systems.

A focus on those objectives shall:

1. Ensure a continuing program of career and personnel development through robust and meaningful performance conversations
2. Promote improved work performance by institutionalizing the proper identification and shared understanding of critical incidents that support the target competencies.
3. Make the performance evaluation system easy to understand and implementable by all DFA personnel

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### *SUCCESS FACTORS TO ATTAIN THE PROPOSAL OBJECTIVES*

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To accomplish the objectives and simplify administration for both DFA and Zesi, we propose the following setup:

Four phases are divided into Phase 1, Phase 2, Phase 3, and Phase 4.

1. Maximum of **two hundred eighty-eight (288)** employees for this entire implementation.
2. Phase 1: A **three-hour plenary** session to review the competencies cascaded through the DFA Learning Management System, with a **maximum** class size of **100** participants diverse in position rank.
3. Phase 2 and Phase 3: **Small** class size, a **maximum of twelve (12)** participants similar in position rank. **Dedicated two hours** on the designated day of the class **per week**. *Rationale: For mastery of concepts and skills.*
4. **No absences** among participants once they start the series of modules. *Rationale: Each module builds on the other.*
5. **No transfers** are allowed between classes. *Rationale: Safe learning among batchmates.*
6. **Duration.** The total duration of implementation is **seven (7) weeks** with **four (4) Facilitators**.

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7. **Number of Training Hours.** Each participant is expected to attain fifteen hours to merit a Certificate of Completion. The table below shows the Phases, Session Numbers, and Hours
8. **Concurrent Sessions.** There will be four concurrent sessions in the morning and the afternoon, making it eight sessions in a day.

| Phases  | Number of Participants Per Class | Number of Sessions | Session Number | Number of Hours     |
|---|----------------------------------|--------------------|----------------|---------------------|
| Phase 1:<br>Demystifying Competencies               | 96                               | 3 sessions         | Session 1      | 3                   |
| Phase 2: The End in Mind: Crafting SMART Objectives | 12                               | 8 sessions         | Session 2      | 2                   |
|   | 12                               | 8 sessions         | Session 3      | 2                   |
|   | 12                               | 8 sessions         | Session 4      | 2                   |
|   | 12                               | 8 sessions         | Session 5      | 2                   |
| Phase 3:<br>Conversations that Matter               | 12                               | 8 sessions         | Session 6      | 2                   |
|   | 12                               | 8 sessions         | Session 7      | 2                   |
| Phase 4:<br>Finale                                  | 96                               | 3 sessions         | Session 8      | 3                   |
| <b>Total Number of Sessions</b>                     |                                  |                    |                | 18 hours per person |

The implementation table in Annex A illustrates this plan.

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**LEARNING OUTCOMES, METHODOLOGY, AND DESCRIPTION:**

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Participants in the course will be classified into two groups: 1) Personnel with leadership role (Officers and Section/Unit Heads) and 2) Personnel with no leadership role (Rank-and-File, Home-based, Contractual, and COS)

Phase 1 is a mix of personnel with and without leadership roles.

| <b>Phase 1 DEMYSTIFYING COMPETENCIES</b>                       |  |  |
|--|--|--|
| <b>Objectives</b>  | <b>Methodology</b>                         | <b>Description</b>   |
| <b>Define competencies</b>                                     | Group work in breakout rooms               | Teams will discuss their competencies and identify everyday behaviors that demonstrate the competencies.   |
|  | Plenary debrief                            | Groups will present their results to the entire class.   |
| <b>Identify behaviors that demonstrate competencies.</b>       | Competency Jeopardy Game                   | The teams will play the game as a competition to determine which competency clusters the behaviors belong to.  |
| <b>Set competency objectives</b>                               | Group work in breakout rooms               | Introduction to SMART Objectives   |
|  |  | Teams will start writing competency objectives.  |
| <b>Align with the strategic objectives of the organization</b> | Plenary: Activities, Outputs, and Outcomes | Individuals will create the Triangle of Objectives, where they will identify the outputs of their activities and align them with the organization's objectives (outcomes). |



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Phase 2 is the phase where people with leadership roles and those who do not have will be separated in the sessions. Leaders, as well as employees in non-leadership roles, are provided a safe space to practice crafting and aligning objectives to programs and policies.

| <b>Phase 2 THE END IN MIND: SETTING SMART OBJECTIVES</b> |                             |   |
|--|-----------------------------|---|
| <b>Objectives</b>  | <b>Methodology</b>          | <b>Description</b>  |
| Utilize the Performance Management Tool                  | Plenary                     | The tool will be introduced and discussed   |
|  | Group Work                  | Teams will discuss the portion that is assigned to them.  |
|  | Plenary                     | Teams will present the importance of the portion assigned to them and how it can be accomplished. |
| Create 5 SMART Objectives Each                           | Skill Practice and feedback | Individuals will write their own SMART and stretch objectives.                                    |
| Identify Key Result Areas                                | Skill Practice and feedback | They will identify the KRA (based on JDs)   |
| Identify Key Performance Indicators                      | Skill Practice and feedback | They will identify the KPIs (aligned to section, Department, or organization KPI)                 |
| Write strategies to achieve objectives.                  | Skill Practice and feedback | They will write their strategies for achieving the objectives.                                    |
| Align the objectives with existing programs and policies | Skill Practice and feedback | They will identify the policies and programs that would support their objectives.                 |
| Identify Key Activities and Assign Tasks                 | Skill Practice and feedback | They will write their activities and assign tasks to fulfill the objectives.                      |
| Identify necessary resources to achieve objectives.      | Skill Practice and feedback | They will identify the resources needed to achieve their objectives.                              |

Phase 3 classes continue to maintain the classroom groupings where people with leadership roles and those who do not have will be separated in the sessions. Leaders, as well as employees in non-leadership roles, are provided a safe space to practice coaching sessions and conduct developmental conversations.

| <b>Phase 3 CONVERSATIONS THAT MATTER</b> |                    |  |
|--|--------------------|--|
| <b>Objectives</b>                        | <b>Methodology</b> | <b>Description</b>   |
| Establish accountabilities               | Plenary            | Identify who's responsible and accountable                             |
| Meet the needs                           | Video              | Understand Intrinsic and Extrinsic Needs<br>Prepare for a conversation |

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|                     |                |   |
|---------------------|----------------|---|
| Coach to succeed    | Plenary        | REIGN Leadership Principles<br>Use the Discussion Planner |
| Monitor performance | Skill Practice | STARs and STAR- ARs                                       |
| Drive commitment    | Skill Practice | Ongoing coaching and feedback                             |

Phase 4 is a “reunion” of participants in Phase 1. This is a mix of personnel with and without leadership roles.

| Phase 4   |                                     | CLOSING SESSION   |
|---|-------------------------------------|---|
| Objectives  | Methodology                         | Description   |
| Provide a venue to reflect on the learning in the three phases. | Plenary and small group reflections | This session is a deepening of learning through self and group reflections. |
|   |                                     |   |

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**ZESI'S LEARNING FRAMEWORK**

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Zesi uses the following framework in ensuring participants maximize their learning:

- 1. Know: What does the learner need to know? It will use**
  - a. Engaging videos
  - b. Images and quotes to inspire
  - c. Text-to-speech audio
  - d. Short text explanations
  
- 2. Think: What does the learner need to reflect on or process in their mind? It will use**
  - a. Experiential learning
  - b. Deepening of understanding with thought-provoking questions
  - c. Testing understanding
  - d. Recollection

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3. **Apply: How does the learner apply the learning to the job or role? It will utilize**
  - a. Practice on the job or practice the role
  - b. Create action plans
  - c. Reminders to keep learners accountable for applying the learning
  - d. Prove that the concept works
  
4. **Share: What does the learner know and feel ready to share with others? It will use**
  - a. Group share
  - b. Connect, coach, and give feedback to the curator
  - c. Like, comment, share
  - d. Private messaging

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***INVESTMENT SUMMARY and PAYMENT TERMS***

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The above project's fee is **FOUR MILLION, ONE HUNDRED THOUSAND PESOS (Php 4,100,000.00)** inclusive of all applicable taxes.

The fee is payable as follows:

| <b>Details</b>  | <b>Deliverable</b>         | <b>%</b>    | <b>Amount</b>               |
|---|----------------------------|-------------|-----------------------------|
| 1 <sup>st</sup> Payment: After Phase 1:<br>Demystifying Competencies                  | First Report: Phase 1      | 15%         | Php 615,000.00              |
| 2 <sup>nd</sup> Payment: After Phase 2: The End in<br>Mind: Crafting SMART Objectives | Second Report:<br>Phase 2  | 35%         | Php 1,435,000.00            |
| 3 <sup>rd</sup> Payment: After Phase 3:<br>Conversations that Matter                  | Third Report: Phase<br>3   | 35%         | Php 1,435,000.00            |
| 4 <sup>th</sup> Payment: After Phase 4:<br>Submission of the Terminal Report          | Overall Terminal<br>Report | 15%         | Php 615,000.00              |
| <b>Total</b>  |                            | <b>100%</b> | <b>Php<br/>4,100,000.00</b> |

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An authorized DFA executive's signing of the proposal indicates its acceptance of terms and conditions.

Upon signing and notarizing the Memorandum of Agreement, all services will be carried out.

**Submitted by:**

**Accepted by:**

**Zesi Consulting:**

**For the Department of Foreign Affairs:**



**Maria Pilar Teresa M. Bejar**

Director and Senior Consultant  
Zesi Consulting

**Christopher B. Montero**

Assistant Secretary  
HRMO, DFA

