

CONTRACT FOR THE PROCUREMENT OF HUMAN RESOURCE INFORMATION SYSTEM (HRIS)

BASES CONVERSION AND DEVELOPMENT AUTHORITY ("BCDA"), a government instrumentality vested with corporate powers under Republic Act (RA) 7227 (Bases Conversion and Development Act of 1992), with offices at BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St., corner 2nd Avenue, Bonifacio Global City, Taguig, Metro Manila 1634, represented by its Executive Vice President, **GISELA Z. KALALO**, who is duly authorized for this purpose provided in Section V. 178, Page 27 of the BCDA's Revised Manual of Approval dated 22 November 2017, a copy of which is hereto attached as Annex "A" and made an integral part hereof and hereinafter referred to as "**BCDA**";

-and-

The **DOÑA ALEJANDRA, INC.**, with registered office at Ground Floor, ESNA Building. #30 Timog Avenue, Quezon City represented herein by its authorized representative, **PATRICK V. RAMOS**, who is duly authorized for this purpose evidenced by its Authority of Signatory Secretary's Certificate dated 27 June 2024, a copy of which is hereto attached as Annex "B" and made an integral part hereof, hereinafter referred to as "**SUPPLIER**".

ANTECEDENTS

Last 2017, BCDA procured Acumatica HRIS (Software-as-a-Service), a Human Resource Information System (HRIS) that caters to HR functions such as personnel information management, timekeeping, and payroll, among others.

The system is still being used by BCDA. However, after seven (7) years of subscription, the Human Resource Management Department (HRMD) deemed it is no longer responsive to the evolving requirements, especially from the regulatory agencies, such as the Commission on Audit (COA) and the Civil Service Commission (CSC).

The HRMD released a system evaluation report and recommended to procure a new HRIS with features to satisfactorily meet transactions and processes related to human resource management that is compliant with the statutory and regulatory requirements.

BCDA invited Bids for certain goods and ancillary services, particularly a Human Resource Information System (HRIS) and has accepted a Bid by the SUPPLIER for the supply of those goods and services in the sum of **Five Million Three Hundred Twenty Thousand Pesos and 68/100 Only (Php5,320,000.68) inclusive of VAT and all applicable taxes and fees** (hereinafter called "the Contract Price").

ACCORDINGLY, the Parties agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of ***Five Million Three Hundred Twenty Thousand Pesos and 68/100 Only (Php5,320,000.68) inclusive of VAT and all applicable taxes and fees*** or such other sums as may be ascertained, SUPPLIER agrees to the Procurement of Human Resource Information System in accordance with its Bid.
4. BCDA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. SUPPLIER shall comply with the applicable provisions of Republic Act No. 10173 of the Data Privacy Act, its Implementing Rules and Regulations as well as the relevant Circulars issued by the National Privacy Commission relative to the collection, processing, use, update, or disclosure of personal information obtained during the development, implementation and use of the Human Resource Information System. SUPPLIER shall ensure appropriate discretion in handling any personal information during this time and be accountable for any unauthorized or inappropriate handling thereof.
6. Anti-Bribery. SUPPLIER has not made and will not make any offer, promise to pay, or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of

Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be ground for immediate termination of this Contract.

7. Assignment. SUPPLIER shall not assign this Contract or sub-contract any portion of it, without BCDA's prior written consent. Prior to the assignment or subcontracting and the approval by thereof, SUPPLIER must disclose to BCDA the name of its assignee/s or subcontractor who/which should have written agreement/s with SUPPLIER indicating: (i) that the assignee/s or subcontractor/s is aware and shall abide with all the terms and conditions of this Contract, as may be applicable, (ii) that the terms of the assignment/subcontract shall not exceed the term of this Contract, and (iii) the detailed terms of the assignment/subcontract.
8. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:
 - a. SUPPLIER shall pay taxes in full and on time.
 - b. SUPPLIER is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped and received by the BIR and duly validated with tax payments made therein.

SIGNED by the Parties on _____ in _____, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY


DOÑA ALEJANDRA, INC.

By:

By:


GISELA Z. KALALO
Executive Vice President 
 **BCDA** Information and Communications Technology Department
Bases Conversion and Development Authority

AC2024-0837


PATRICK V. RAMOS
Authorized Representative

WITNESSES


VIRGIL M. ALVAREZ
Vice President, ICTD


FE D. VILLEGAS
Admin Assistant



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Taguig City) S.S.

BEFORE ME, a Notary Public for and in the City of Taguig City this ___
day of OCT 09 2024 2024, personally appeared the following:

NAME	GOVERNMENT ISSUED ID	DATE	PLACE
1. Gisela Z. Kalalo	[REDACTED]	[REDACTED]	[REDACTED]
2. Patrick V. Ramos	[REDACTED]	[REDACTED]	[REDACTED]

They are known to me to be the same persons who executed the foregoing agreement.

POSITION

COMPANY

- | | |
|------------------------------|----------------------|
| 1. Executive Vice President | BCDA |
| 2. Authorized Representative | Doña Alejandra, Inc. |

and they acknowledge to me that the signatures they affixed confirm their own free acts and entities they represent.

SIGNED AND SEALED at the place and on the date stated above.

Notary Public

[REDACTED]
ATTY. MARICEL C. CORDONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025
ROLL OF ATTORNEYS NO. 63834
IBP NO. 423744 / 1-16-2024 / RIZAL
PTR NO. 6089649 / 1-16-2024 / TAGUIG CITY
MCLE COMPLIANCE NO. VIII-0004912 / 11-20-2023

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