

FORM OF CONTRACT AGREEMENT

For the Conduct of Survey Research to Estimate A Quality of Life Index (QLI) for the Philippines

THIS AGREEMENT made this ___ day of _____ in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at NEDA-sa-Pasig Bldg., No 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **ROSEMARIE G. EDILLON**, hereinafter referred to as the “**Entity**”;

and

PHILIPPINE SURVEY AND RESEARCH CENTER, INC. with address at 21/F OMM-Citra Building, San Miguel Avenue, Ortigas Center, Pasig City, hereinafter referred to as the “**Consultant**”, through its Executive Director, **JUDITH RACHEL R. MERCADO**.

WHEREAS, the Entity is desirous that the Consultant execute the *Consulting Services for the Conduct of Survey Research to Estimate a Quality of Life Index (QLI) for the Philippines* and the Entity has accepted the proposal/bid for *the sum of Six Million Seven Hundred Forty-Seven Thousand Nine Hundred Ninety-Three Pesos and 28/100 (PhP 6,747,993.28)*, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs, by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH 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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - a. General and Special Conditions of Contract;
 - b. Terms of Reference
 - c. Request for Expression of Interest;
 - d. Instructions to Proponents/Bidders;
 - e. Proposal/Bid Data Sheet;
 - f. Addenda and/or Supplemental/Bid Bulletins, if any;
 - g. Proposal/Bid forms, including all the documents/statements contained in the Proponent's/Bidder's proposal/bidding envelopes, as annexes, and all other documents/ statements submitted (e.g., proponent's/bidder's response to request for clarifications on the proposal/bid), including corrections to the proposal/bid, if any, resulting from the Procuring Entity's proposal/bid evaluation;
 - h. Eligibility requirements, documents and/or statements;
 - i. Performance Security;
 - j. Notice of Award of Contract and the Proponent's/Bidder's conforme thereto;

- k. Other contract documents that may be required by existing laws and/or the Entity including minutes of contract negotiations.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
 4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
 5. The Consultant shall deliver to the Entity the following outputs in the form and number as well as within the timeline indicated herein:

Deliverables	Timeline
Inception Report (4 hard copies with electronic copy), which includes, among others, the work plan that identifies in detail the survey design and procedures/processes to be utilized for the survey.	Within three (3) months from the date of receipt of the NTP
Approved Survey Questionnaire (4 hard copies with electronic copy in accordance with the PSA standard)	Within four (4) months from the date of receipt of the NTP
Interim Report (4 hard copies with electronic copy), which contains the raw dataset, and preliminary report on the results of the survey research to be presented to NEDA officials.	Within six (6) months from the date of receipt of the NTP
Draft Final Report (4 hard copies with electronic copy), which includes the data dictionary, survey operations and survey results, including the tabulated dataset.	Within seven (7) months from the date of receipt of the NTP
Revised Final Report (4 hard copies with electronic copy), which takes into account the final comments from the NEDA National Development Office (NDO) for Policy and Planning and other NEDA officials, the submission of the final dataset, and the conduct of a public forum.	Within eight (8) months from the date of receipt of the NTP

6. The monthly progress report shall be the basis for payment of reimbursable items. Billing for the *reimbursable items* may be requested not more than once a month based on the actual expenses incurred and supported by official receipts/documents. In the absence of official receipts/documents when claiming for reimbursable costs, the Consulting Firm shall submit a certification of actual disbursements made under oath.
7. Billing for *non-reimbursable items/remuneration*, shall be in accordance with the following delivery schedule:

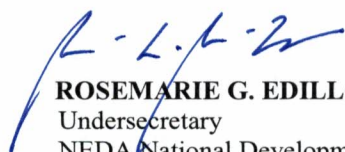


Particulars	Payment Allocation and Amount
Upon submission and acceptance of inception report	20%
Upon approval of the survey questionnaire	20%
Upon submission and acceptance of interim report	30%
Upon submission and acceptance of draft final report	10%
Upon submission and acceptance of revised final report including the conduct of forum	20%
TOTAL	100%

8. This Contract shall not create an employer-employee relationship between Entity and Consultant nor shall the services rendered herein be considered as government service. The Consultant shall not be entitled to benefits enjoyed by the regular personnel of the government.
9. Any amendment to this Contract shall be made in writing signed by the Entity and the Consultant.
10. Should any dispute related to this Contract and/or rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.
11. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed by:

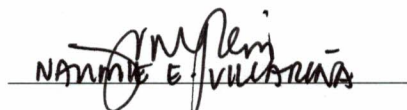
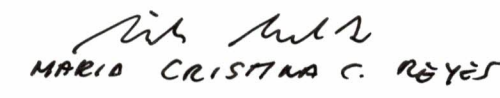


ROSEMARIE G. EDILLON
Undersecretary
NEDA National Development Office-
Policy and Planning
NEDA-sa-Pasig Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed by:



JUDITH RACHEL R. MERCADO
21/ROOM-Citra Building,
San Miguel Avenue,
Ortigas Center, Pasig City

ACKNOWLEDGMENT

Republic of the Philippines)

MANDALUYONG CITY S.S.

DEC 29 2017

MANDALUYONG CITY

Before me this _____ day of _____ in _____, personally appeared:

Name	Any Government-Issued Identification Document	Date and Place of Issue
ROSEMARIE G. EDILLON In her capacity as Undersecretary, NEDA National Development Office – Policy and Planning NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	PASSPORT 60013334A	21 SEPTEMBER 2017 DFA MANILA
JUDITH RACHEL R. MERCADO In her capacity as Executive Director PSRC 21/F OMM-Citra Building, San Miguel Avenue, Ortigas Center, Pasig City	Philippine Passport EC1541203	04 July 2014 DFA NCR East

all known to me to be the same persons who executed the foregoing instrument consisting of three (3) pages, together with the documents deemed and construed part of the contract, including this page, on which this acknowledgment is written, duly signed by their instrumental witnesses, and who acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

WITNESS MY HAND on the date and place first hereinabove stated.

Doc. No. 115 ;
Page No. 23 ;
Book No. 264 ;
Series of 2017.

ATTY. JOSE B. DULNUAN
NOTARY PUBLIC
FOR THE CITY OF MANDALUYONG
Until December 31, 2017
COMMISSION NO. 0458-16
IBP Lifetime No. 0016035 / Pasig City, 4-27-2017
PTR No. 69252527, 1-3-17, Cainta, Rizal
ROL NO. 26304
MCLE COM. NO. V-0022171, 6-15-16
VALID UNTIL 06-15-2019
D-22, N. A. B. B. VILLE II, 52 D.M.
GUTHRIE ST., MANDALUYONG CITY
Tel No. 553-8858, 553-4564
Email Add: jbdulnuaan@gmail.com