

## **CONTRACT AGREEMENT**

### **Consulting Services for the Conduct of a National Values Survey**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, a government agency with principal office at No. 12 St. Josemaria Escriva Drive, Ortigas Center, Pasig City, represented by its Undersecretary, **ROSEMARIE G. EDILLON**, and hereinafter referred to as the “**Procuring Entity**,”

- and -

**PHILIPPINE SURVEY AND RESEARCH CENTER, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines with address at 21/F OMM-Citra Building, San Miguel Avenue, Ortigas Center, Pasig City, Philippines represented by its Executive Director, **JUDITH RACHEL L. MERCADO**, and hereinafter referred to as the “**Consultant**”;

**WHEREAS**, upon the invitation of the **Procuring Entity**, the **Consultant** submitted proposal/bid for the Procurement of Consulting Services for the Conduct of a National Values Survey in the sum of **Fourteen Million and 00/100(PHP14,000.000.00)**, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs, hereinafter referred to as the “**Contract Price**”);

**WHEREAS**, the **Procuring Entity** subsequently accepted the proposal/bid of the **Consultant** pursuant to the NEDA Bids and Awards Committee for Consulting Services (NBAC-CS) Resolution No. 72-2018 approved on 25 July 2018.

**NOW THEREFORE**, the **Procuring Entity** and the **Consultant** have agreed on the following terms and conditions:

1. In this Contract, 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 Contract, to wit:
  - (a) Bidding Documents, consisting of:
    - i. Request for Expression of Interest;
    - ii. Instructions to Proponents/Bidders;
    - iii. Proposal/Bid Data Sheet;
    - iv. General and Special Conditions of Contract; and
    - v. Terms of Reference;

- (b) 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;
- (c) Bid Bulletin Nos. 1 and 2 issued on 09 May 2018, and 06 June 2018, respectively;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security (Prudential Guarantee and Assurance, Inc. OIC Bond No. G (13)145357, PGA Bond No. BD-G13-HOM-0092239)
- (f) NBAC-CS Resolution Nos. 18-2018, 25-2018, 26-2018, 35-2018, 60-2018, and 85-2018;
- (g) Highlights of the Negotiation Meeting held on 10 July 2018;
- (h) Abstract of Bids;
- (i) Notices of Award and to Proceed with the Consultant's *conforme* thereto;
- (j) Addendum and/or Supplement to the Contract, if any; and
- (k) Other contract documents that may be required by existing laws and/or the Procuring Entity.

3. The **Consultant** shall deliver to the **Procuring Entity** following reports in four (4) hard copies along with an electronic copy on or before the dates herein:

Deliverables/Outputs	Timeline
<b>Inception Report</b> which should include the proposed work plan and the Enumerators' Manual that identifies in detail the procedures or processes for the survey.	Within three (3) weeks from the date of NTP receipt.
<b>Sampling Design and Survey Workplan</b> , which should detail the progress of the survey enumeration as approved prior to the commencement of survey enumeration.	Within six (6) weeks from the date of NTP receipt.
<b>Interim Report</b> , which should contain the mid-period progress report of the survey progress. The report could discuss the enumeration process, and not necessarily contain the initial results of the survey.	Within twenty (20) weeks from the date of NTP receipt.
<b>Draft Final Report</b> , which should contain the initial results of the survey. The draft report should contain the processed dataset (in SPSS and Excel formats), data dictionary, and other documentation of the data gathered.	Within twenty-five (25) weeks from the date of NTP receipt.
<b>Final Report</b> , which should take into account the final comments from NEDA officials, the submission of the final dataset and other documentation of the data gathered	Within thirty (30) weeks from the date of NTP receipt.



4. As part of the **Consultant's** deliverable, it shall:
  - a. Translate the survey questionnaire into the following languages/dialects in Cebuano/Bisaya, Hiligaynon/Ilonggo and Waray at no additional cost to government;
  - b. Administer the survey questionnaire to a representative sample of 10,200 respondents; 600 respondents per administrative region. The age demographic of respondents will be eighteen (18) years old and above;
  - c. Include in the sampling design the following:
    - i. Ethnolinguistic groups to be identified by the **Consultant** to ensure that sub-national disaggregation is not based solely on administrative regions;
    - ii. Three (3) indigenous peoples (IP) groups to be identified by NEDA with 200 respondents;
    - iii. Informal sector to include fisherfolk and farmers. It is understood that the formal sector inclusive of employed workforce will be captured as respondents; and
    - iv. Religion as a demographic marker but should not be limited to Christianity and Islam. Respondents should be allowed to define or provide their own answers; and
  - d. Add demographic questions to capture ethnicity of the respondent to create more categories;
  - e. Use the following statement as a screening question: "Are you a high school graduate?";
  - f. Provide **Procuring Entity** with encoded data in SPSS format for the first one thousand (1000) respondents with the first two (2) weeks reckoned from commencement of the actual survey. The collected data should come largely from the Greater Manila Area;
  - g. Conduct the survey questionnaire through the use of tablets wherein respondents will key in the answers personally. A dry-run or pre-test will be conducted by the PSRC with **Procuring Entity** prior the actual activity. and
  - h. Provide **Procuring Entity** with a copy of the questionnaire lay-out on the tablet prior the conduct of the survey.
5. As part of the **Procuring Entity's** responsibility, it shall:
  - a. Provide the **Consultant** with final version of the survey questionnaire; and
  - b. Identify three (3) IP groups which will be included in the sampling design.
6. **The Consultant and the Procuring Entity** shall:
  - a. Pre-test the layout of the survey questionnaire on the tablet.
7. In consideration of the payments to be made by the **Procuring Entity** to the **Consultant**, the **Consultant** hereby covenants to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Contract in all respects.
8. This consultancy contract shall be understood to be a lump sum contract inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs. Based on new Bureau of Internal Revenue

(BIR) Regulations, the **Consultant** will be deducted 10% or 15% creditable withholding tax depending on gross income and 12 percent Value Added Tax (VAT).

9. The **Procuring 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 time and in the manner prescribed by this contract.
10. Billing for non-reimbursable items/remuneration, shall be in accordance with the following delivery schedule:

Particulars	Payment Allocation and Amount
Upon acceptance of Inception Report	15%
Upon acceptance of sampling design and survey workplan	30%
Upon acceptance of interim Report	20%
Upon acceptance of draft final Report	20%
Upon acceptance of final	15%
<b>TOTAL</b>	<b>100%</b>

11. The Consulting Services shall be completed within thirty (30) weeks beginning from the receipt of the NTP.
12. This Contract shall not create an employer-employee relationship between the **Procuring Entity** and the **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.
13. Any amendment to this Contract shall be made in writing signed by the **Procuring Entity** and the **Consultant**.
14. 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.
15. 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 have caused this contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, and delivered by:

  
**ROSEMARIE G. EDILLON**

Undersecretary  
National Economic and Development  
Authority  
NEDA-sa-Pasig Building  
No. 12 Saint Josemaria Escriva Drive  
Ortigas Center, Pasig City

Signed, sealed, and delivered by:

  
**JUDITH RACHEL R. MERCADO**

Executive Director  
Philippine Survey and Research  
Center, Inc.  
21/F OMM-Citra Building,  
Ortigas Center, Pasig City

Signed in the presence of:

  
\_\_\_\_\_  
**Director Thelma C. Manuel**

  
\_\_\_\_\_  
**Ms. Ria Katrina Soluren**

## ACKNOWLEDGMENT

Republic of the Philippines)

**QUEZON CITY** ) S.S.

**QUEZON CITY**

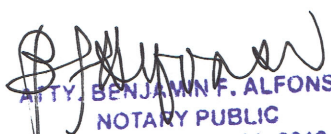
Before me this **SEP 18 2018** day of \_\_\_\_\_ in \_\_\_\_\_,  
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
<b>ROSEMARIE G. EDILLON</b> In her capacity as Undersecretary NEDA National Development Office I – Policy and Planning NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Passport No. S10013334-A	Issued on Sept. 21, 2017
<b>JUDITH RACHEL R. MERCADO</b> In her capacity as Executive Director Philippine Survey and Research Center, Inc. 21/F OMM-Citra Building, San Miguel Avenue, Ortigas Center Pasig City	Passport No. EC1541203	Issued on July 4, 2014

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of six (6) pages including this page, together with the documents deemed and construed part of this Contract, on which this acknowledgment is written, duly signed by their instrumental witnesses, and they 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. 352  
Page No. 12  
Book No. GA  
Series of 2018.

  
**ARTY. BENJAMIN F. ALFONSO**  
NOTARY PUBLIC  
UNTIL December 31, 2018  
PTR NO. 5520234, January 3, 2018, QUEZON CITY  
IBP NO. 019073 12-20-2017 - QUEZON CITY  
ROLL NO. 13296  
ADM. MATTER NO. NP-046-(2017-2018)  
TIN NO. 177-967-619-000  
MCLE III-0024526 - December 12, 2017  
# 34 Asset's St. GSIS Village  
Project 8 Quezon City