

CONTRACT AGREEMENT

For the Consulting Services for the Study on the Determinants of Female Labor Force Participation in the Philippines

THIS AGREEMENT made this NOV 13 2018 day of _____ in Pasig City, Philippines, by and between:

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

- and -


CPRM CONSULTANTS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at CPRM Building, 64 Malakas St. Brgy. Pinyahan, Quezon City, represented by its President, **VICENTA A. ALINSUG**, 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 Study on the Determinants of Female Labor Force Participation in the Philippines in the sum of **Three Million, Six Hundred Ninety-One Thousand Nine Hundred Sixty-Eight Pesos (₱3,691,968.00)**, 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. 185 (2018) approved on 22 October 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 (TOR);
 - (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, 2 and 3 issued on 31 July 2018, 13 August 2018 and 20 August 2018, respectively;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security (*Managers Check No. VLN M 0000000168 issued by China Bank*);
- (f) NBAC-CS Resolution Nos. 52 (2018), 56 (2018), 62 (2018), 92 (2018), 147 (2018) and 185 (2018);
- (g) Highlights of the Negotiation Meeting;
- (h) Abstract of Bids;
- (i) Notice of Award with the Consultant's *conforme* thereto;
- (j) Notice to Proceed (NTP);
- (k) Addendum and/or Supplement to the Contract, if any; and
- (l) Other contract documents that may be required by existing laws and/or the Procuring Entity.

3. The **Consultant** shall deliver to the **Procuring Entity** five (5) hard copies and electronic copy (report/analysis in MS-Word format) of the following outputs in the form and number as well as within the timeline indicated herein:

DELIVERABLES	TIMELINE
Draft Inception Report (including the work plan and methodology/approach to be adopted in the conduct of the Project)	Within 1 week from receipt of NTP
Revised/Final Inception Report (including the comments of NEDA-Social Development Staff (SDS) on the work plan and methodology/approach to be adopted in the conduct of the Project)	Within 1 week after receiving comments from NEDA
Interim Report (Including the preliminary output, initial costing of basic needs and results of key informant interviews, focus group discussions and desk review)	Within 2 months from receipt of NTP
Draft Final Report for presentation to the NEDA staffs, for comments/inputs	Within 3 months from receipt of NTP
Presentation of the final draft report to NEDA officials, NEDA-SDS and relevant sector staffs, and representatives from DOLE, PSA and PCW	Within 2 weeks after submission of draft final report
Final Report taking into account all the comments/ suggestions during the presentation of the final draft	Within 6 months from receipt of NTP

4. In consideration of the payments to be made by the **Procuring Entity** to the **Consultant**, the **Consultant** hereby covenants to execute and complete the

Signature

Signature

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Consulting Services and remedy any defects therein in conformity with the provisions of this Contract in all respects.

5. 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.
6. A retention payment of ten percent (10%) shall be made by the **Consultant**. It shall be based on the total amount due to the **Consultant** prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of study, as determined by the **Procuring Entity**, are completed. If, after fifty percent (50%) completion, the study is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed.
7. Billing for non-reimbursable items/remuneration, shall be in accordance with the following delivery schedule:

PARTICULAR	PAYMENT ALLOCATION AND AMOUNT
Upon acceptance of the Final Inception Report	15 %
Upon acceptance of the Interim Report	35%
Upon acceptance of the draft Final Report	20%
Upon reservation of the presentation venue	15%
Upon acceptance of the final report, and the issuance of the Certificate of Satisfactory Service.	15%
	100 %

8. The Consulting Services shall be completed within six (6) months commencing from the date of receipt of the NTP by the **Consultant**.
9. The hardware and software which were procured for this consulting services shall be in the name of the **Procuring Entity**. Acquiring and using a proprietary hardware and software which will continue after the undertaking on a subscription basis shall be subject for the approval of the **Procuring Entity**.
10. The **Procuring Entity** has the continual access to the proprietary software of the **Consultant** and/or its external consultants, with no additional cost to the **Procuring Entity**.
11. 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.
12. Where the **Consultant** refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the Contract, the Contractor shall pay the **Procuring Entity** for



liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay. Should the amount of liquidated damages reach ten percent (10%) of the **Contract Price**, the **Procuring Entity** shall, at its own discretion, terminate the Contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the **Consultant**.

13. To be entitled to such liquidated damages, the **Procuring Entity** does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the Consultant under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the **Consultant** whichever is convenient to the **Procuring Entity**.
14. Any amendment to this Contract shall be made in writing signed by the **Procuring Entity** and the **Consultant**.
15. 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.
16. 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:

Signed, sealed, and delivered by:



ROSEMARIE G. EDILLION

Undersecretary
NEDA National Development Office I
- Planning and Policy (NDO 1)
NEDA-sa-Pasig Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City



VICENTA A. ALINSUG

President
CPRM Consultants, Inc.
CPRM Building, 64 Malakas St.
Brgy. Pinyahan, Quezon City

Signed in the presence of:



MARYANNE E.R. DARAUAY



MANJIT KAUR G. SOHAL

ACKNOWLEDGMENT

Republic of the Philippines)
QUEZON CITY S.S.

Before me this 27 NOV 2018 day of QUEZON CITY,
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
ROSEMARIE G. EDILLION In his capacity as Undersecretary NEDA National Development Office I – Planning and Policy (NDO 1) NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	PASSPORT # S0013334A	09/21/2018 Pasay City
VICENTA A. ALINSUG In her capacity as President CPRM Consultants, Inc. CPRM Building, 64 Malakas St. Brgy. Pinyahan, Quezon City	Driver's License ND4-91-167541	10/03/2017 Quezon City

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of five (5) 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. 199
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Book No. XXVII
Series of 2018.

Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2018
PTR No. 6090475-3-02-2018 / QC
IBP No. 001005-1-8-2018 / QC
Roll No. 30457 05-09-80
MCLE 5-0012536-12-21-2015
Adm. Matter No. NP.270 (2016-2019)