

CONTRACT AGREEMENT

For the Conduct of Study in Measuring Awareness and Perception of NEDA, AmBisyon Natin 2040, and Philippine Development Plan (PDP)

THIS AGREEMENT made this 7th day of January 2019 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**, and hereinafter referred to as the "**Procuring Entity**";

- and -

The **ASIAN SOCIAL PROJECT SERVICES, INC. (ASPSI)** with address at 3F MG Building 10001 Mt. Halcon Street, Los Baños Subdivision, Los Baños, Laguna, herein represented by the President and authorized representative, **MERLYNE M. PAUNLAGUI**, 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 Study in Measuring Awareness and Perception of NEDA, *AmBisyon Natin 2040*, and Philippine Development Plan (PDP). This shall be a lump sum contract in the sum of **Eight Million Six Hundred Nineteen Thousand Four Hundred Sixty Pesos (PHP8,619,460.00)**, 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. 238-2018 approved on 18 December 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, 2, and 3 issued on 25 September 2018, 11 October 2018, and 26 October 2018, respectively;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security: Bond No. G(13)10933;
 - (f) NBAC-CS Resolution Nos. 116-2018, 120-2018, 129-2018, 162-2018, 175-2018, 227-2018 and 238-2018;
 - (g) Highlights of the Negotiation Meeting held on 29 November 2018;
 - (h) Abstract of Bids;
 - (i) Notice of Award with the Consultant's *conforme* thereto;
 - (j) Notice to Proceed;
 - (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. 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.
 4. 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.
 5. The **Consultant** shall deliver all outputs in electronic form (MS Word format for reports, MS PowerPoint for presentation, MS Excel, and/or SAV for data) and two (2) hard copies, for payment processing, of the following outputs and within the indicated timeline:

Deliverables	Timeline
Preparation meetings with NEDA and Inception report which includes the draft research design and instruments, including methodology, and other details such as responsibilities of the Project Lead, Researchers, and other members, logistics, venue and equipment for data gathering, and other proposed items (e.g., GANTT chart, list of data to be collected) on the proposed research methods.	Within five (5) weeks from receipt of Notice to Proceed (NTP)
Final research design, instruments, and timetable , with NEDA-approved details on the conduct of the proposed research design including draft survey questionnaires for the primary and secondary audiences, final list of respondents of the national survey for the secondary audience, final list of dataset to be collected,	Within four (4) weeks from NEDA's acceptance of inception report

Deliverables	Timeline
guidelines and target participants for the FGDs and pre-tests, final list of proposed venue, timetable, etc.	
Monthly progress reports , starting from the approval of the final research design, on the research that includes a detailed documentation/narrative of project activities thus far conducted (e.g., development of questionnaires, sampling methods, guidelines for the FGDs and pre-testing of questionnaires)	Within two (2) weeks from acceptance of final research design and every month thereafter until completion
Conduct of FGDs and pre-tests for the questionnaires	Within three (3) weeks from approval of research design and instruments
Submission of final survey questionnaires for both primary and secondary audiences	Within two (2) weeks from completion of the conduct of FGDs and pre-tests for the questionnaires
Conduct and completion of national survey for the secondary audience	Within seven (7) weeks from approval of questionnaire
Processing and analysis of all primary and secondary data , which include those collected from the surveys of primary and secondary audiences, NEDA's secondary data, and other necessary data identified	Within seven (7) weeks from completion of national survey
Submission of the list of proposed OVIs and MOVs	Within three (3) weeks from completion of national survey
Complete Data Analysis Report , which includes:	Within seven (7) weeks from completion of national survey
<i>Stakeholders map and analysis (for all the data collected)</i>	
<i>Survey data results and analyses/interpretation for all stakeholders</i>	
<i>Survey raw data</i>	
<i>Consolidated and final secondary data review and analysis</i>	
<i>Final list of OVIs, MOVs, and baseline values for all objectives</i>	Within seven (7) weeks from completion of national survey
Terminal Report including a comprehensive report on the results of the study, with assessment on the overall study undertaken, as well as recommendations for related undertakings of NEDA in the future.	
	Within four (4) weeks from acceptance of complete data analysis report

6. During the negotiation meeting held on 28 November 2018, the **Procuring Entity** and the **Consultant** agreed that the **Consultant** shall provide training for the survey team of NEDA. NEDA will take on the administration of the survey for the primary stakeholders. This is to ensure that survey teams for both target audiences have the same orientation, understanding, and processes of administering the survey.

7. Payment of remuneration/non-reimbursable items shall be made in accordance with the following delivery schedule:

Description	Payment
Upon acceptance by NEDA of the inception report.	10%
Upon acceptance by NEDA of the approved and final research design and instruments, with timetable.	10%
Upon completion of FGDs and pre-tests for the questionnaires	5%
Upon acceptance by NEDA of the final survey questionnaire for both primary and secondary audiences	5%
Upon completion of conduct of national survey for the secondary audience	10%
Upon completion of the processing and analysis of all primary and secondary data	20%
Upon acceptance by NEDA of the list of proposed OVIs and MOVs	10%
Upon acceptance by NEDA of the complete Data Analysis report including stakeholder map and analysis, survey data results and analyses, survey raw data, consolidated and final secondary data review, final list of OVIs, MOVs, and baseline values.	20%
Upon acceptance by NEDA of the Terminal Report.	10%
	100%


8. The Study shall be completed within eleven (11) months, commencing within two (2) days from the date of receipt of NTP.
9. 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.
10. Where the **Consultant** refuses or fails to satisfactorily complete any of the deliverables stated in the Terms of Reference, within the specified contract time, plus any time extension duly granted and is hereby in default under the Contract, the **Consultant** 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 percent (1%) 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**.
11. 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 to 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**.


12. Any modification, alteration, or addition in the terms of this Contract shall be in writing, and signed by the Parties and/or their authorized representatives, otherwise, it shall not bind the parties hereof.
13. 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.
14. 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
- Planning and Policy
NEDA-sa-Pasig Building
No. 12 St. Josemaria Escriva Drive
Ortigas Center, Pasig City


MERLYNE M. PAUNLAGUI
President and Authorized
Representative of ASPSI
3F MG Building 10001 Mt. Halcon
Street, Los Baños Subdivision,
Los Baños, Laguna

Signed in the presence of:


NERRISA T. ESGUERRA


NOEMI R. QUILLOY

ACKNOWLEDGMENT

Republic of the Philippines)

PASIG CITY) S.S.

Before me this _____ day of **07 JAN 2019** in **PASIG CITY**,
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
ROSEMARIE G. EDILLION In her capacity as Undersecretary NEDA National Development Office – Planning and Policy NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Passport ID No. S0013334A	21 September 2017; DFA, Manila
MERLYNE M. PAUNLAGUI In her capacity as President and Authorized Representative of ASPSI 3F MG Building 10001 Mt. Halcon Street, Los Baños Subdivision, Los Baños, Laguna	Senior Citizen ID with no. 12203	April 2016; Sto. Tomas, Batangas

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.

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Series of 2019.

EDWIN G. LONDAYA
NOTARY PUBLIC
PASIG, PATEROS, & SAN JUAN
UNTIL DEC. 31, 2020
PTR NO. 52009971-03-20
IBP NO. 056091/APPT. NO. 54 (2019-2020)
ROLL NO. 26683
TIN NO. 210-588-191-000
MCLE V-0004493
2ND FLOOR ARMAL BLDG. URBANO
VELASCO AVE. MALINAO, PASIG CITY