

CONTRACT FOR THE CONDUCT OF PUBLIC PERCEPTION SURVEY

THIS CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Philippines, with principal office located at Boncodin Hall, Gen. Solano Street, San Miguel Manila, represented herein by SEC. FLORENCIO B. ABAD (hereinafter called "DBM");

- and -

SOCIAL WEATHER STATIONS, INC., a private non-stock, non-profit social research organization, duly organized under the laws of the Philippines, with principal office located at 52 Malingap Street, Sikatuna Village, Quezon City, represented herein by its President, MR. MAHAR MANGAHAS (hereinafter called "SWS");

WITNESSETH:

WHEREAS, the DBM Bids and Awards Committee (BAC) conducted two (2) public biddings for the project "Conduct of Public Perception Survey" with an Approved Budget for the Contract (ABC) of Six Hundred Thousand Pesos (P600,000);

WHEREAS, no bids were received for both biddings causing the BAC to declare a failure of bidding on November 16 and December 14, 2011;

WHEREAS, pursuant to Sections 35.5 and 53.1 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, the BAC resolved to resort to the alternative method of negotiated procurement;

WHEREAS, upon review of the terms and conditions, specifically the cost estimates, the BAC, upon recommendation of the Public Information Unit, resolved to adjust the ABC to Seven Hundred Twenty Thousand Pesos (P720,000) and said adjustment was duly approved;

WHEREAS, on December 27, 2011, the BAC invited and engaged in negotiations with Pulse Asia, Inc. and SWS;

WHEREAS, after completion of negotiations, only SWS submitted its best and final offer which does not exceed the ABC and, upon examination, meets the minimum technical requirements prescribed by the BAC;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. DUTIES OF SWS

- 1.1. Terms of Reference. The services of SWS within the period specified in this Contract shall include the following:

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- a. Implementation of an annual quota of Twenty Eight (28) questions or an average of seven (7) commissioned questions per quarter for DBM's exclusive use allocated within the four (4) Social Weather Surveys of Quarters I, II, III and IV of 2012, under the following guidelines:
 - i. Open-ended questions may be included, counting one open-ended item as equivalent to two closed-ended items. Relatively complex questions should be crafted into two or more question items.
 - ii. Results of each commissioned item will be provided with standard breakdowns by (i) area, (ii) locale (urban/rural), (iii) socioeconomic class, (iv) gender, (v) age group, and (vi) educational attainment of respondents.
 - iii. SWS shall prepare the draft questions and submit results of pre-testing to DBM. Finalization of commissioned question shall be done in coordination with DBM.
 - iv. Postponement of the implementation of question items to a later survey round is allowed, provided that the DBM may not use half or more of its annual quota questions in any one quarterly round. Question items not used within the allocated four quarters will be forfeited.
- b. Analysis on, and presentation of, the results of DBM's commissioned module and relevant general non-commissioned items for each quarterly survey conducted.
- c. Submission of quarterly narrative reports on the results and analysis of the commissioned survey modules containing the following: (i) highlights of the findings, (ii) summary tables of the items commissioned, and (iii) the corresponding primary data tables including the frequencies of the survey responses cross tabulated by location, locale, socio-economic class, sex and age.

Two (2) hard copies shall be submitted together with an electronic copy of said report to DBM.
- d. Access to current Social Weather Report survey data on economic, political, and social issues of great national importance, including the state of governance, poverty, hunger, quality-of-life trends, crime victimization, and other matters. This shall include quarterly delivery of reports on non-commissioned and commissioned but disclosed economic, political and social surveys.
- e. Provision of access to the SWS Data Bank, with costing arrangements based on actual consumables and computer time used.

1.2. Operation of the Project. SWS shall be principally responsible for the diligent conduct of the Project operations.

1.3. Report on Delays. SWS shall immediately report to the DBM any event or condition which may reasonably delay progress or prevent completion of the services embraced herein, specifying in writing the amount of time involved, the causes of delay, and its subsequent implications on the entire timetable, work schedule and budget of the project as soon as the facts become known to SWS.

2. DUTIES OF DBM

- 2.1. Information and Access. Should the need arise, the DBM shall furnish to SWS, all required information, documents and data pertaining to services under this Contract.
- 2.2. Certificate of Acceptance. When the services covered by this Contract shall have been completed to the satisfaction of the DBM, it shall within one week from receipt of a written notice by SWS of the completion of services, issue to the latter, a Certificate of Acceptance of the services agreed upon. Failure of DBM to issue said Certificate of Acceptance within the period, without any notice specifying the grounds for its failure to do so, shall be construed as final acceptance by it of the services performed under this Contract.

3. PROPERTY RIGHTS OF THE CONTRACTING PARTIES

- 3.1. SWS shall make available to DBM all primary data to be generated for the items commissioned by the latter in the course of the former's services, according full rights to DBM to publish, disseminate or use such survey data in any manner it deems fit.
- 3.2. Materials from non-commissioned or SWS-initiated items generated from the Social Weather Report surveys that SWS may release to the DBM are for the latter's internal use only. Copying, reproduction, or transfer of such materials, either in hard copy or in computer readable format, for the benefit of any third party is not allowed except with the express written consent of SWS.
- 3.3. **For the duration of this Contract and for a period of three (3) years after the pertinent survey round, results of the commissioned modules shall be held in strict confidence and may not be disclosed without the DBM's written permission.**
- 3.4. In the event that DBM makes the survey results of its commissioned items public before the agreed upon embargo expires, SWS shall be at liberty to make the following information available to the public upon request:
 - a. Sponsorship of the survey module;
 - b. Dates of interviewing;
 - c. Method of obtaining the interview;
 - d. Population that was sampled;
 - e. Size and description of the sample;
 - f. Complete wording of questions upon which the release is based; and
 - g. Percentages upon which the conclusions are based.
- 3.5. At the discretion of DBM, all data and information on its commissioned items released or made available by SWS, may be compiled, reproduced or printed for dissemination or circulation by DBM to the general public without limitation as to time and duration.

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4. PERIOD OF SERVICES

This Contract shall be for the period covering the **Social Weather Surveys of Quarters I, II, III, IV of 2012**, subject to renewal or extension as may be agreed upon by both parties.

5. COMPENSATION

5.1 For and in consideration of the services rendered by SWS, DBM shall pay the total amount of SEVEN HUNDRED TWENTY THOUSAND PESOS (P720,000.00) in equal quarterly payments upon submission of the quarterly reports enumerated in Section 1.1 (c) and (d) accompanied by a Certificate of Acceptance issued by DBM in favor of SWS.

5.2 The foregoing payments are VAT inclusive, unless SWS shall submit to DBM a Certificate of VAT exemption and it is satisfactorily determined by both parties that such certificate exempts DBM from withholding VAT from its payments.

6. AMENDMENTS

No modification of this Contract or any of its provisions shall be made except by amendment which shall be signed by both parties.

7. EFFECTIVITY

This Contract shall take effect on January 1, 2012.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this 29th day of December, 2011 at Manila, Philippines.

DEPARTMENT OF BUDGET AND MANAGEMENT

By:



FLORENCIO B. ABAD

Secretary

SOCIAL WEATHER STATIONS

By:



MAHAR MANGHAS

President

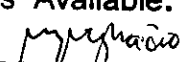
SIGNED IN THE PRESENCE OF



JEENO C. ARELLANO
Public Information Unit



VLADY MIR JOSEPH LICUDINE
Deputy Director-Surveys

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

DBM# 2011-12-1739
Jr/29/2011

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

Name	Community Tax Certificate/ Government ID No.	Date and Place Issued
FLORENCIO B. ABAD	CTC No. 09309238 DBM ID No. 3706	Jan. 26, 2011; Basco, Batanes Manila
MAHAR MANGAHAS	Passport No. EB 0081499	April 9, 2010; Manila

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This Contract for the Conduct of Public Perception Survey was signed by the parties on the relevant page/s, and signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 29th day of December, 2011.

Doc. No. : 216
Page No. : 44
Book No. : XLV
Series of 2011.

ATTY. ISRAEL E. PEREN
NOTARY PUBLIC - CITY OF MANILA
UNTIL DECEMBER 31, 2011
PTR NO. 9241050 01/03/11-MLA
IBP NO. 746036 12/04/09-MLA III
TIN NO. 183-660-611 ROLL NO 28926