

**CONTRACT FOR THE CONDUCT OF  
PUBLIC OPINION SURVEY SERVICES**

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 Vice-President, MS. LINDA LUZ GUERRERO (hereinafter called "SWS");

WITNESSETH:

**WHEREAS**, the DBM Bids and Awards Committee (BAC) conducted two (2) public biddings for the project "Conduct of Public Opinion Survey Services" with an Approved Budget for the Contract (ABC) of SEVEN HUNDRED TWENTY THOUSAND PESOS (P720,000.00);

**WHEREAS**, no bids were received for both biddings causing the BAC to declare a failure of bidding on February 26 and March 12, 2014;

**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**, on April 2, 2014, the BAC invited and engaged in negotiations with 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:

- 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 II, III, IV of 2014 and I of 2015, under the following guidelines:

*Handwritten signature/initials on the left margin.*

*Handwritten signature/initials at the bottom right.*

**CONTRACT FOR THE CONDUCT OF  
PUBLIC OPINION SURVEY SERVICES**

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 Vice-President, **MS. LINDA LUZ GUERRERO** (hereinafter called "SWS");

WITNESSETH:

**WHEREAS**, the DBM Bids and Awards Committee (BAC) conducted two (2) public biddings for the project "Conduct of Public Opinion Survey Services" with an Approved Budget for the Contract (ABC) of SEVEN HUNDRED TWENTY THOUSAND PESOS (P720,000.00);

**WHEREAS**, no bids were received for both biddings causing the BAC to declare a failure of bidding on February 26 and March 12, 2014;

**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**, on April 2, 2014, the BAC invited and engaged in negotiations with 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:

- 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 II, III, IV of 2014 and I of 2015, under the following guidelines:

*Handwritten signature/initials on the left margin.*

*Handwritten signature/initials at the bottom right.*

- 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) location, (ii) locale (urban/rural), (iii) socioeconomic class, (iv) gender, and (v) age group 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.
- 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, gender and age.

Two (2) hard copies shall be submitted together with an electronic version of said report to DBM.
- d. Access to latest general Social Weather Report survey data on relevant 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.

*Handwritten signature/initials on the left margin.*

*Handwritten signature/initials at the bottom right.*

## 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 the 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. Thereafter, upon expiration of the three (3) year prohibitive period, SWS shall have equal rights over the use of or disclosure of the results of the survey commissioned archived in the SWS Survey Data Bank.

In case the DBM opts to disclose to the public the results of the commissioned modules prior to the expiration of the three (3) year prohibitive period, SWS is ethically obligated to validate the following information disclosed by the DBM 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.

- 3.4. 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.

*Handwritten signature/initials on the left margin.*

*Handwritten signature/initials at the bottom right.*

ACKNOWLEDGEMENT

Republic of the Philippines )  
City of Quezon City ) S.S.

Before me, a Notary Public for and in the City of Quezon City Philippines, personally appeared the following:

Name Issued	Community Tax Certificate/ Government ID No.	Date and Place
FLORENCIO B. ABAD <i>Florence B. Abad</i>	CTC No. _____ DBM ID No. 3706	_____
LINDA LUZ GUERRERO <i>Linda Luz Guerrero</i>	Passport No. EC0248292	2/2/2014 – DFA NCR

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 coluntary act and deed and of the entities they respectively represent.

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

Witness my hand and seal this JUN 05 2014 th day of May, 2014.

Doc. No. : 57 ;  
Page No. : 12 ;  
Book No. : II ;  
Series of 2014.

*Titus C. Borlas*  
**ATTY. TITUS C. BORLAS**  
 Notary Public for Quezon City; Com. Expires on 12/31/14  
 100 S. Maginhawa St., TVE, DN, QC; Tel. # 9257471/9215931  
 SSP No. 925775, 1/8/14, QC; PTR No. 9032612-B 1/02/14  
 Rol No. 23402; RC No. 124091; MLE No. 13-0019489, 4/30/2013

*Florence B. Abad*  
*Linda Luz Guerrero*

*[Signature]*



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
BONCODIN HALL, GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

April 28, 2014

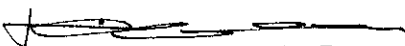
**MS. LINDA LUZ GUERRERO**  
Social Weather Stations, Inc.  
52 Malingap Street, Sikatuna Village, Quezon City

Dear Ms. Guerrero:

We are pleased to inform you that the contract for the Project, "Public Opinion Survey Services for FY 2014," is hereby awarded to your company in the amount of Seven Hundred Twenty Thousand Pesos (P720,000.00).

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the Implementing Rules and Regulations of Republic Act No. 9184, within ten (10) calendar days upon receipt of this Notice.

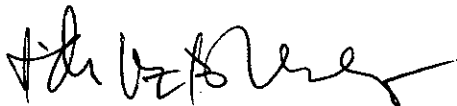
Very truly yours,

  
**FLORENCIO B. ABAD**  
*Secretary*



**Received by:**

**Date:** April 28, 2014





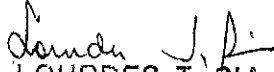
REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
MALACANANG, MANILA

May 7, 2014

To Whom It May Concern:

This is to acknowledge receipt of bid security for DBM  
public opinion survey services for FY 2014  
details as follows:

Payor	<u>Social Weather Stations, Inc</u>
Check No.	<u>0001267</u>
Amount	<u>P 36,000.-</u>
Date	<u>May 5, 2014</u>
Form	<u>Manager's check</u>
Bank/Branch	<u>BDO, Teacher's upl. C.C.</u>

  
LOURDES T. SIA  
Chief AO-Cash Division, AS

Note: Please present letter from BAC in retrieving Bid Security



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

May 26, 2014

**MS. LINDA LUZ GUERRERO**  
*Vice President*  
Social Weather Stations, Inc.  
52 Maingap Street, Sikatuna Village  
Quezon City

Dear Ms. Luz:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Public Opinion Survey Services for FY 2014," shall commence upon receipt of this Notice to Proceed.

Very truly yours,

  
**FLORENCIO B. ABAD**

*Secretary*



CHVED / JE12  
6-2-14