BIDS AND AWARDS COMMITTEE RESOLUTION NO. 20-03-01

Series of 2020

RESOLUTION RECOMMENDING THE AWARD OF CONTRACT TO MANUEL LEONARD F. ALBIS AS THE HIGHLY TECHNICAL CONSULTANT FOR THE RESEARCH STUDY ON THE FREQUENCY OF CONDUCT OF PALAY AND CORN STOCKS SURVEY AND RATIONALIZATION OF RETAIL PRICE COLLECTION

WHEREAS, Mr. Manuel Leonard F. Albis was recommended by the End-User as their Consultant for the Research Study on the Frequency of Conduct of Palay and Corn Stocks Survey and Rationalization of Retail Price Collection

WHEREAS, Mr. Albis submitted his Curriculum Vitae and his PhilGEPS registration.

WHEREAS, the BAC negotiated with Mr. Albis on 18 February 2020 based on the Terms of Reference (TOR) prepared by the End-User

WHEREAS, after negotiation the BAC validated that Mr. Albis is legally, technically and financially capable to undertake consultancy work based on the TOR in accordance with Section 53.7 of the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184

NOW, THEREFORE, the BAC RESOLVES AS IT IS HEREBY RESOLVED, to recommend to the National Statistician or his duly authorized representative to award of contract to Mr. Manuel Leonard F. Albis for the procurement of consulting service for the Research Study on the Frequency of Conduct of Palay and Corn Stocks Survey and Rationalization of Retail Price Collection

ADOPTED, this 3rd day of March 2020 at Centris Cyberpod Three, Quezon City.

(ON OFFICIAL TRAVEL)

MINERVA ELOISA P. ESQUIVIAS

Chairperson

EDITHA R. ORCILLA Vice-Chairperson

ATTY, HENEDINE P. PALABRAS

Member

mllaui VIVIAN R. ILARINA Member



APPROVED/DISAPPROVED

CLAIRE DENNIS S. MAPA, Ph.D.

Undersecretary

National Statistician and Civil Registrar General

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NOTICE OF AWARD

01 June 2020

MANUEL LEONARD F. ALBIS 37 Metro Avenue, Metro Heights Culiat, Quezon City

Dear Mr. Albis,

This is to inform you that your conformity for the procurement of services of highly technical consultant on the Project/Study on the Frequency of Conduct of Palay and Corn Stocks Survey and Rationalization of Retail Price Collection for the Statistical Methodology Unit (SMU) based on the presented Terms of Reference in the amount of Four Hundred Thousand Pesos (PhP 400,000.00), under PR No. PR-ONS01-19-10-00009 was recommended by the Bids and Awards Committee (BAC) and approved by the undersigned.

Our staff/end-user will coordinate with you for the details of the requirements. The corresponding contract shall be signed between the parties afterwards.

We hope to have a fruitful and successful engagement with you.

Truly yours,

CLAIRE DENNIS S. MAPA, Ph.D.

Undersecretary

National Statistician and Civil Registrar General

Conforme:

MANUEL LEONARD F. ALBIS

I acknowledge receipt of this Notice on:_

Signature:



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PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101 Telephone: (632) 8938-5267 www.psa.gov.ph

MOD t- CO-20-12-06625 CA 12/19 CONTRACT OF SERVICE



KNOW ALL MEN BY THESE PRESENTS:

This Contract of Individual Professional Service is entered this _____ day of _____ 2020 in the City of Quezon, Philippines, by and between:

The **PHILIPPINE STATISTICS AUTHORITY**, with principal office at PSA Complex, East Avenue, Diliman, Quezon City represented by Undersecretary, National Statistician and Civil Registrar General, **CLAIRE DENNIS S. MAPA**, **Ph.D.**, hereinafter referred to as the **PSA**;

-and-

MANUEL LEONARD F. ALBIS, of legal age with address at 37 Metro Avenue, Metro Heights, Culiat, Quezon City hereinafter referred to as **CONSULTANT**.

WITNESSETH:

WHEREAS, the PSA needs the services of a Consultant with the necessary experience and expertise on the Project/Study on the Frequency of Conduct of Palay and Corn Stocks Survey and Rationalization of Retail Price Collection for the Statistical Methodology Unit;

WHEREAS, the Consultant offers his services to perform the tasks below;

WHEREAS, the Consultant was found to be legally, technically and financially capable to undertake and fulfill the consultancy work based on the Terms of Reference, pursuant to Section 5.7 and Annex "H" of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

NOW, THEREFORE, and in consideration of the foregoing premises and of the terms and conditions hereinafter provided, it is hereby agreed that:

A. SCOPE OF WORK

The local consultant shall have the following scope of work:

- Submission of inception report on the study on reducing the frequency of conduct of PSS/CSS and retail price surveys;
- 2. Carry out the enhancement as planned in the inception report/data analysis;
- 3. Submission of research report on the results of the enhancement;
- 4. Conduct of workshop/training to capacitate PSA staff on the techniques used in enhancement;
- 5. Submission of documentation report; and
- 6. Attend meetings related to the project.

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B. TIMELINES AND DELIVERABLES

The engagement of the Consultant shall be for period of three (3) months or twelve (12) weeks commencing upon signing of the contract. The deliverables as enumerated below shall be submitted by the Consultant to PSA for review and monitoring:

D	ELIVERABLES/ACTIVITIES	SCHEDULE
1.	Submission of inception report	One (1) week after signing of contract
2.	Carrying out the study as planned in	Six (6) weeks starting from submission
	the inception report/data analysis	of inception report
3.	Submission of research and	Four (4) weeks after completion of data
	documentation report	analysis
4.	Conduct of workshop/training to	One (1) week after presentation of results
	capacitate PSA staff on the	to PSA
	techniques used in study	
5.	Meetings related to the project	As the need arises

C. PAYMENT SCHEDULE

The Consultant shall collect a total amount of FOUR HUNDRED THOUSAND PESOS ONLY (Php 400,000.00) based on the completion of the deliverables subject to applicable withholding tax pursuant to existing revenue regulations.

Payment schedule are as follows:

DELIVERABLES	PAYMENT SCHEDULE
Upon submission of inception report	P 100,000.00
Upon submission of research and documentation report	P 200,000.00
3. Upon completion of conduct of workshop/training to capacitate PSA staff on the techniques used in the research studies	P 100,000.00
TOTAL	P 400,000.00

D. PAYMENT CONDITIONS

The Consultant, shall be paid upon submission of accomplishment report and certification form the end-user of satisfactory completion of the agreed tasks.

1. Project Administration

The PSA shall provide supervisors who are regular employees to supervise and monitor the activities and accomplishments of Consultant;

2. Performance Standards

The Consultant shall perform the services/tasks in accordance with the office procedures/ rules and regulations.

3. Ownership of Materials

Any material, graphic, software, or otherwise, prepared by the Consultant for the PSA under the Contract shall belong to and remain the property of the PSA. The Consultant may retain a copy such documents and software.

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4. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

5. Assignment

The Consultant shall not assign this Contract or Subcontract any portion of it without the PSA's prior written consent.

6. Laws Governing the Contract and Language

The Contract shall be governed by the laws of the Republic of the Philippines and the language of the Contract shall be in English.

7. Dispute Resolution

Any and all disputes arising from or relative to this Contract shall be settled by arbitration according to the provisions of Republic Act No. 876, otherwise known as the *Arbitration Law*. The arbitral award and any decision in accordance with the foregoing paragraph shall be appealable by way of petition for review to the Court of Appeals. The petition shall raise pure questions of Law and shall be covered by Rules of Court.

8. Termination:

- a. Unless otherwise renewed or notified, upon the arrival of the end date stated above, this contract is, understood to be terminated. No separate notice of termination need to be served as this provision serves as notice of termination under the conditions stated in the immediately preceding sentence;
- b. This Contract of Service may be terminated at any time during its effectivity in the event unsatisfactory performance of work or when the person hired under the service contract deliberately violated the provisions of the contract. In addition, immediate dismissal may be resorted to in the event that the person hired under the service contract is prima facie found to be, directly or indirect, involved on the following activities;
 - b1. Theft of property, whether government or private, for so long as it is in premises/areas under the effective responsibility of the PSA;
 - b2. Directly committing or being indirectly involved with the falsification or irregularity of her or another employee's time records.
 - b3. Unjustified or continued refusal to wear the proper Office Identification Card;
 - b4. Discourtesy in the course of official duties;
 - b5. Negligence/pending/abandonment of work;
 - b6. Requesting either or directly or indirectly, in one's capacity as an employee of the PSA, for favors or gifts, or things of value, in exchange for better treatment; and,
 - b7. Violation of section 4 of CA 591 (Confidentiality Provision).

9. Other Conditions:

a. That payment of services under this contract shall be charged under the Coordination in the Development of Statistical Methodologies and Survey Designs

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b. The Project Personnel shall be answerable for any claim for losses caused by him/her and for damages of property of the office, its employee, offices or agents or to third parties or personal injury which may arise from the work or services under this Contract through his/her negligence or his/her behavior.

SEP 1 4 2020 IN WITNESS WHEREOF, the partied have hereunto set their hands this , in Quezon City.

PHILIPPINE STATISTICS AUTHORITY

PROJECT PERSONNEL

CLAIRE DENNIS S. MAPA, Ph.D.

Undersecretary National Statistician and Civil Registrar General

Consultant

WITNESSES:

DIVINA GRACIA L. DEL PRADO, Ph.D

(Director IV) Concurrent Statistical Methodology Unit

CERTIFIED AS TO AVAILABILITY OF FUNDS:

(Accountant IV)

Officer-in-Charge Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES QUEZON CITY S.S

Before me appeared the persons listed below who presented their PSA ID and ID and as indicated known to be the same who executed the foregoing instrument and who acknowledge to me that the same is free will and voluntary act and deed.

	NAME	I.D. No.
1.	CLAIRE DENNIS S. MAPA. Ph.D.	PSA ID
2.	MANUEL LEONARD F. ALBIS	

This instrument, relating to the contract of service of Manuel Leonard F. Albis consists of five (5) pages, including this page, of which are duly signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. Page No. Page No. Series of 2020

ATTY. YOLANDA A. OSEA ALFONSO
Notary Public for Quezon City
Until December 31, 2020
PTR No. 9342789/01/03/20/QC
IBP No. 231841 / Roll No. 17738
MCLE Compliance No. VI-001263 / 01/22/2019
Adm. Matter No. NP-203-RTC-QC(2020)



REPUBLIC OF THE PHILIPPINES PHILIPPINE STATISTICS AUTHORITY

NOTICE TO PROCEED

14 September 2020

MANUEL LEONARD F. ALBIS 37 Metro Avenue, Metro Heights Culiat, Quezon City

Dear Mr. Albis:

This has reference to our award of contract engaging your service as the Consultant for the Project/Study on the Frequency of Conduct of Palay and Corn Stocks Survey and Rationalization of Retail Price Collection for the Statistical Methodology Unit (SMU) with a Contract amount of P400,000.00 for a period of three (3) months, inclusive of appropriate taxes and fees.

In relation thereto, notice is hereby given that the implementation of engaging your services shall commence within seven (7) days upon receipt of this Notice. You are expected to perform the terms and conditions stipulated in the attached contract.

Please acknowledge receipt and acceptance of this Notice by signing at the portion provided below. Keep a copy and return the original copy to this Office at the soonest.

Thank you.

Truly yours,

SOCRATES L. RAMORES

(Director II)

Officer-in-Charge

Finance and Administrative Service

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l acknowledge receipt of this Notice on:

Name of the Representative of the Bidder:

Authorized Signature:









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