

28 June 2022

**NOTICE OF AWARD**

**CLAIRE DENNIS S. MAPA, PhD**

Undersecretary

National Statistician and Civil Registrar General

**Philippine Statistics Authority**

PSA Complex, East Avenue, Diliman, Quezon City

Dear **Dr. Mapa:**

The Philippine Competition Commission (PCC) is hereby awarding the contract, *Procurement of Consultancy Services for the 2022 National Survey on the Awareness of Households on the Philippine Competition Act and the Philippine Competition Commission to Philippine Statistics Authority (PSA)* in the total amount of *Three Million Six Hundred Eighty-Four Thousand Four Hundred Thirteen Pesos (PhP3,684,413.00)* inclusive of all applicable taxes.

In this regard, **PSA** is hereby advised to enter into contract immediately upon receipt of the Memorandum of Agreement. Failure to enter into contract shall constitute a sufficient ground for cancellation of this award.

Thank you.

Very sincerely,




**KENNETH V. TANATE, PhD**

Executive Director and  
Head of the Procuring Entity



Conforme:



**CLAIRE DENNIS S. MAPA, PhD**

Date: 29 JUNE 2022

**MEMORANDUM OF AGREEMENT  
For the PCC's Participation in the  
July 2022 Labor Force Survey (LFS)**

This Memorandum of Agreement ("Agreement"), dated 30 June 2022, is made and entered into by and between:

**The PHILIPPINE STATISTICS AUTHORITY ("PSA")**, with office address at PSA Complex, East Avenue, Diliman, Quezon City, represented herein by its National Statistician and Civil Registrar General, **DR. CLAIRE DENNIS S. MAPA**;

-and-

**The PHILIPPINE COMPETITION COMMISSION ("PCC")**, with office address at 25<sup>th</sup> Floor, Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Executive Director, **DR. KENNETH V. TANATE**.

(The PSA and the PCC are each, at times, individually referred to in this Agreement as a "Party," and collectively, as "Parties".)

**WITNESSETH:**

**WHEREAS**, the PSA is responsible for the implementation of the objectives and provisions of the Philippine Statistical Act of 2013. It shall plan, develop, prescribe, disseminate and enforce policies, rules and regulations, and coordinate government-wide programs governing the production of official statistics, general-purpose statistics, and civil registration services. It shall primarily be responsible for all national censuses and surveys, sectoral statistics, consolidation of selected administrative recording systems, and compilation of national accounts.

**WHEREAS**, the PCC is an independent quasi-judicial body created by virtue of the Philippine Competition Act ("PCA"). It is primarily tasked with enforcing the State policy to enhance economic efficiency and promote free and fair competition in trade, industry, and all commercial economic activities.

**WHEREAS**, in furtherance of its mandate to promote free and fair competition, the PCC is vested by the PCA with the power to engage in the following competition advocacy undertakings, among others: (i) advocate pro-competitive policies of the government; (ii) conduct, publish, and disseminate studies and reports on anti-competitive conduct and agreements to inform and guide the industry and consumers; (iii) monitor and analyze the



practice of competition in markets that affect the Philippine economy; and (iv) promote capacity-building and the sharing of best practices with other competition-related bodies.

**WHEREAS**, pursuant to Philippine Statistical Act of 2013, the PSA shall prepare and conduct statistical sample surveys on all aspects of socioeconomic life including agriculture, industry, trade, finance, prices and marketing information, income and expenditure, education, health, culture and social situations as well as the government and the political sector for the use of the government and the public; and coordinate with government departments and local government units on the promotion and adoption of statistical standards involving techniques, methodologies, concepts, definitions and classifications, and on the avoidance of duplication in the collection of statistical information.

**WHEREAS**, as part of the fulfilment of these functions, the PSA will conduct a Labor Force Survey (“LFS”) in July 2022 (“Survey”).

**WHEREAS**, the PCC has determined that the inclusion of rider PCC questions (“Rider Survey”) in the Survey is aligned with the PCC's competition advocacy to foster competition.

**WHEREAS**, each Party has obtained all requisite approvals, and has performed all actions necessary to authorize it to enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **PARTIES** hereby agree to collaborate under the following terms and conditions:

**I. Responsibilities of the PCC and the PSA** – The PCC and the PSA shall undertake the following activities under this Agreement:

- a. Project set-up and briefing:
  - i. The PSA shall train its field supervisors, researchers, encoders, and other necessary personnel who will take part in the Rider Survey;
  - ii. The PSA shall organize the briefing of its field supervisors, researchers, encoders, and other necessary personnel who will conduct/take part in the Rider Survey; and
  - iii. The PCC shall also be present in the said briefing.
- b. Data gathering:
  - i. The PSA shall manage all logistical requirements for the coordination and scheduling of the conduct of approved activities, including any arrangements with field supervisors and researchers, whenever applicable and necessary; and
  - ii. The PSA shall maintain the confidentiality of all information or data in relation to the delivery of the approved activities for this undertaking, until such is determined as declassified by the PCC.



- c. Encoding and submission of results:
  - i. The PSA shall set quality control measures to ensure accurate and high-quality data results;
  - ii. The PSA shall coordinate and implement the administrative and logistical requirements of the data extraction of the responses;
  - iii. The PCC shall submit all the necessary information and/or materials that are reasonably required for the conduct of the data extraction;
  - iv. The PSA shall submit to the PCC all raw and modified datasets and other materials used in analyzing the results of the Rider Survey; and
  - v. The PSA shall provide a narrative report summarizing the undertakings of the Rider Survey. The said report shall also include logistical issues encountered but the PSA during the implementation of the project.

**II. Deliverables and Payment Schedule**

- a. The approved budget for the contract for the entire service amounts to THREE MILLION SIX HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED THIRTEEN PESOS (Php 3,684,413.00), inclusive of all applicable government taxes and service charges. It shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the PCC.
- b. Renumeration payments to the PSA shall be made by the PCC based on the schedule below:

<b>Deliverable</b>	<b>Percent of renumeration cost</b>
Upon signing of the Agreement	40%
Upon submission of training and enumeration report and preliminary data file	40%
Upon submission of final report and data file	20%

- c. Parties agree to deliver their obligations within the timetable (Please see Annex A). Any amendment on the said timetable may be made through a written agreement by the parties.

**III. Support** – The PCC hereby undertakes to submit to the PSA all information and/or materials that are reasonably required for the proper conduct of the survey.





- IV. **Confidentiality** – Both Parties shall observe and respect the data privacy rights of the data subjects and shall be bound by the Data Privacy Act of 2012 and Section 26 of the Philippine Statistical Act of 2013. Thus, except as may otherwise be required or allowed by law, the Parties shall keep confidential and shall not, without the prior written consent of the other party and the data subject, divulge to any third party any documents, records, data, or other information of a confidential, private, or privileged nature arising from or in any way related to this Agreement, and furnished directly or indirectly by one Party to the other.

For purposes of this Agreement, information of a confidential, private, or privileged nature shall refer to information disclosed by one Party to the other which is labeled or designated as confidential, private, or privileged by the disclosing Party, or is determined confidential, private, or privileged pursuant to relevant laws, rules, and regulations.

- V. **Notices** – Any notice, request, or other communications given under, or in connection with the implementation or enforcement of this Agreement shall be in writing and sent by the concerned Party's Authorized Representative(s) through both of the following modes:

- a) By courier or personal delivery to the addresses stated in this Agreement;
- b) By electronic mail to the following email addresses:

For the PCC: [oad@phcc.gov.ph](mailto:oad@phcc.gov.ph)

[km@phcc.gov.ph](mailto:km@phcc.gov.ph)

For the PSA: [psales1.staff@gmail.com](mailto:psales1.staff@gmail.com)

[ssss.oans@gmail.com](mailto:ssss.oans@gmail.com)

or such other email address, as a Party may notify to the other Party by written notice sent in accordance with this Clause.

A notice is deemed to have been received at the time of actual receipt if such notice is given by courier or personal delivery. If written notice is given by electronic mail, the notice is deemed to have been received at the time of transmission of said electronic mail on a business day.

- VI. **Authorized Representatives** – The Parties hereby designate the following persons as their respective Authorized Representatives, who shall be responsible for the implementation or enforcement of this Agreement:



For the PCC: **Kenneth V. Tanate**  
Executive Director

For the PSA: **Wilma A. Guillen**  
Assistant National Statistician

Each Party may appoint additional Authorized Representative(s), as may be necessary for the efficient implementation of this Agreement. Any change in the designated Authorized Representative(s) of each Party shall be (i) notified immediately to the other Party; and (ii) deemed effective upon the other Party's receipt of said notice.

**VII. Effectivity** – This Agreement shall become effective as of date of signing by the Parties and shall continue to be in force until (i) the Undertakings provided in Clause I hereof have been delivered to, and accepted by, the PCC and (ii) the payment of the Total Cost in accordance with Clause II hereof has been made by the PCC, unless sooner terminated by the Parties in accordance with Clause VIII hereof.

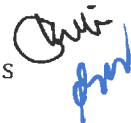
**VIII. Termination** – Either Party may terminate this Agreement in whole or in part, at any time for its convenience if the existence of conditions is determined to cause the Agreement implementation to be economically, financially or technically impractical and/or unnecessary, such as but not limited to fortuitous event/s or changes in law and national government policies.

This Agreement may be terminated by any of the parties by service of a written notice of termination at least thirty (30) calendar days before the date of the intended termination, in accordance with Clause V thereof.

**IX. Liquidated damages** – In case of delay in the delivery of the expected service, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%). If the cost of the unperformed portion of every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

**X. Dispute Settlement** – The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement. Should the said amicable settlement fail, the same shall be resolved in accordance with Section 66, Chapter 14, Book IV of E.O. 292, otherwise known as the "Revised Administrative Code of 1987", in relation to P.D. 242 dated 07 July 1973, and DOJ Administrative Order No. 121 dated 25 July 1973.

**XI. Amendments** – Any revisions, amendments, repeals, and supplements to this Agreement shall be made upon mutual written agreement by the Parties.



- XII. Separability** – If any one of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- XIII. Counterparts** – This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the date and place first above written.

**For the Philippine Competition  
Commission**

By:



**DR. KENNETH V. TANATE**  
Title: Executive Director

**For the Philippine Statistics  
Authority**

By:



**DR. CLAIRE DENNIS S. MAPA** *dmw*  
Title: National Statistician and  
Civil Registrar General

**Witnessed By:**

\_\_\_\_\_  
Name:  
Title:



**WILMA A. GUILLEN**  
Title: Assistant National  
Statistician

REPUBLIC OF THE PHILIPPINES)  
CITY OF QUEZON CITY, M.M. ) S.S.

**ACKNOWLEDGMENT**

Before me, a Notary Public for and in the City of QUEZON CITY, M.M., this JUN 30, 2022, personally appeared the following:

Name	Competent Evidence of Identity/Community Tax Certificate	Date/Place Issued
CLAIRE DENNIS S. MAPA	PASSPORT NO. S0015868A	28 JUNE 2019 / DFA - MANILA
KENNETH V. TANATE	PASSPORT NO. S0008264A	09 MAR 2018 / DFA - MANILA

Known to me or identified by me through competent evidence of identity to be the same persons who executed the foregoing Memorandum of Agreement consisting of seven (7) pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary acts and deeds, as well as that of their respective principals.

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

Doc. No. 425  
Page No. 85  
Book No. 90  
Series of 2022.

*Rosalinda Adriano-Montenegro*  
**ATTY. ROSALINDA ADRIANO-MONTENEGRO**  
Notary Public  
My Commission expires on Dec. 31, 2023  
(As per BM 3795)  
PTR no. 2443144 - 03/03/2022 - Q.C.  
IBP OR No. 195794 - 01/04/2022 - Q.C.  
MCLE Compliance No. 71-005347 - 14 April 2022  
Unit 312 Bldg. 137 Malakas St.,  
Brgy. Central, Quezon City



**2022 Philippine Competition Commission Survey  
Rider to the JULY 2022 LABOR FORCE SURVEY (LFS)**

ACTIVITY	July 2022
<b>I. Preparatory Phase</b>	
1. Preparation/updating/printing of questionnaires and Enumerator's Manual, national timetable, etc.	
2. Preparation/evaluation of Field Operations Guidelines	May 2022
3. Verification of list of samples	May 2022
<b>II. Training for Enumeration</b>	
1. Task Force Briefing	
2. Second Level Training	13-17 June 2022
3. Third Level Training	20 - 24 June 2022
<b>III. Enumeration/Supervision (18 days)</b>	
	27 June - 01 July 2022
<b>IV. Data Processing and Submission</b>	
a. Uploading of raw data files by PO to the server	08 - 30 July 2022
b. Certification pass (ID validation, completeness check and machine edit) at the Provincial Office (PO)	09 July - 03 Aug 2022
c. Submission of clean data files by PO to the Regional Statistical Service Office (RSSO)	08 - 19 August 2022
d. Certification pass (ID validation, completeness check and machine edit) of LFS datafiles at the RSSO	22 August 2022
e. Submission of clean data files by the RSSO to the CO	15 August- 02 September 2022
f. Certification and ID validation at CO	05-Sep-22
g. Weight attachments	19-30 September 2022
h. Generation of preliminary datafile at CO	03-07 September 2022
i. Submission of data file	10-12 September 2022
<b>V. Submissions</b>	
a. Preliminary Report and Data File	12-Oct-22
b. Final Data and Final Report	12-Oct-22
	28-Feb-23

*Chiti  
plm*

*Armed Lopez*

*GS*