

ASSOCIATED RESOURCES FOR MANAGEMENT & DEVT., INC. (ARMDEV) (CONTRACTOR)

*Elma M. Monterera*  
ELDA M. MONTERA  
President & CEO

BY:

SIGNED IN THE PRESENCE OF:

*Mary Grace Negroponte*  
MARY GRACE NEGROPONTE  
(CONTRACTOR)

*Lorna T. Dy*  
LORNA T. DY  
VP, Admin and Finance (NPC)

NATIONAL POWER CORPORATION (NPC)

*Rene B. Barruela*  
RENE B. BARRUELA  
Vice-President, CAG

BY:

CONTRACT NO. LOG MSSP 2020-11-068-ZCT

SERVICE CONTRACT FOR THE CONDUCT OF NPC'S CUSTOMER SATISFACTION RATING SURVEY FOR CY 2020  
PR NO. HO-SBP20-001/REF NO. 200818-NA00168 (PB3)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Corporate Affairs Group, **MR. RENE B. BARRUELA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**:

- and -

**ASSOCIATED RESOURCES FOR MANAGEMENT & DEVELOPMENT, INC. (ARMDEV)**, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at 1C Masunurin Street, Sikatuna Village, Quezon City, Philippines, herein represented by its President & CEO, **MS. ELDA M. MONTERA**, who is the duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 05 October 2020, NPC advertised the Invitation to Bid for the third public bidding (PB3) for the Service Contract for the Conduct of NPC's Customer Satisfaction Rating Survey for CY 2020;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 26 October 2020, on the aforesaid undertaking;

WHEREAS, CONTRACTOR's bid offer is the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

Contract between NPC and Associated Resources for Management & Development, Inc. Service Contract for the Conduct of NPC's Customer Satisfaction Rating Survey for CY 2020 Contract No. LOG MSSP 2020-11-068-ZCT

ASSOCIATED RESOURCES FOR MANAGEMENT & DEVT., INC. (ARMDEV) (CONTRACTOR)

*E. Montero*  
ELDA M. MONTERA  
President & CEO

BY:

SIGNED IN THE PRESENCE OF:

*MARY LARA LE NEGRAPATAN*  
MARY LARA LE NEGRAPATAN  
(CONTRACTOR)

*Lorna T. Dy*  
LORNA T. DY  
VP, Admin. and Finance  
(NPC)

NATIONAL POWER CORPORATION (NPC)

*Rene B. Barruela*  
RENE B. BARRUELA  
Vice-President, CAG

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

**ARTICLE I**  
**DOCUMENTS COMPRISING THE CONTRACT**

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. The approved Purchase Requisition No. HO-SBP20-001;
2. NPC Bid Documents for the Service Contract for the Conduct of NPC's Customer Satisfaction Rating Survey for CY 2020;
3. Result of Bid Opening dated 27 October 2020;
4. Post Qualification Report dated 04 November 2020;
5. CONTRACTOR's bid proposal dated 15 October 2020;
6. Notice of Award dated 10 November 2020;
7. Notice to Proceed; and
8. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the former shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

**ARTICLE II**  
**SCOPE OF CONTRACT**

The Contractor shall be responsible for the conduct of the Customer Satisfaction Survey from the Inception Meeting and Discussion of Sampling Design, Methodology, Protocols and Workplan for this undertaking up to Submission of Final Report to NPC Management.

The survey population based on the category of service and geographical distribution of customers and stakeholders is shown in

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*[Signature]*  
ELDA M. MONTERA  
President & CEO

BY:

**ARTICLE III  
METHODOLOGY**

Annex A.

All customers and stakeholders shall be interviewed based on survey methodology. However, a minimum of 40% of the total identified number of customers and stakeholders for each service category and geographical location shall be subjected to the survey study.

The target respondents for the Customer Satisfaction Survey are listed in Annex B

The Contractor shall conduct the Customer Satisfaction Survey pursuant to the "Enhanced Standard Guidelines on the Conduct of Customer Satisfaction Survey of the GOCC's under the Jurisdiction of GCG per GCG letter dated 24 September 2019 (Annex C).

Further, pursuant to the GCG's "Classification of GOCC's According to Survey Methodology" (Annex D), NPC shall adopt the guidelines under Part II, Data Gathering Method, Item B-Method B: Telephone Interview or Face to Face Interview for its customers as follows:

Face to Face: Small Power Utilities Group (SPUG),  
Watershed and Dam Communities

Telephone: New Power Providers (NPPs), Qualified Third Parties (QTPs) and Corporate/Main Grid Services

**ARTICLE IV  
PROJECTED OUTPUT**

Upon the completion of the activities and prior to the expiration of the Contract, the Contractor shall prepare for acceptance and approval of NPC the following documents:

- a) To be submitted with the bid/proposal for evaluation:
  - a.1 Contractor's Work Plan and Schedule/Timeline pursuant to the requirements of the GCG;
  - a.2 Notarized document or certification from the Contractor that the assigned project personnel are capable of working full time in relation to NPC's identified timeline; and

*[Signature]*  
MARY GRACE NEORAPAN  
(CONTRACTOR)

*[Signature]*  
LORNA T. DY  
VP, Admin/and Finance  
(NPC)

*[Signature]*  
RENE B. BARRUELA  
Vice-President, CAG

Contract between NPC and Associated Resources for Management & Development, Inc. Service Contract for the Conduct of NPC's Customer Satisfaction Rating Survey for CY 2020 Contract No. LOG MSSP 2020-11-068-ZCT

BY:   
ELDA M. MONTERA  
President & CEO

- a.3 CV/Credentials of personnel who will be assigned to the project.
- b) To be submitted during contract implementation to the Vice President, Corporate Affairs:
  - b.1 First Report in four (4) hard copies;
  - b.2 Draft Final Report in four (4) hard copies; and
  - b.3 Final Report in twelve (12) hard bound copies and electronic copy in USB of all documents comprising the said report.

**ARTICLE V**  
**DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

Each Party shall not, without to the prior written approval of the other party, disclose to any person other than its authorized personnel, the Confidential information of the other party.


"Confidential Information" of a party means (i) the business information of such party, or (ii) information, data or material of whatsoever nature in any form, over which such party owns or shall own the intellectual property under this Contract or, (iii) anything that the other party creates which is derived from or based upon the information, data or materials disclosed by it to by the other party.


Each party ("receiving party") agrees to hold in confidence the Confidential Information of the other party (disclosing party) unless: (i) the disclosing party gives its prior authorization, (ii) there are applicable laws or lawful orders of a regulatory authority or a competent court which require the receiving party to disclose or otherwise reveal such information, or (iii) such information subsequently becomes part of the public domain, or (iv) the receiving party discloses such information to the authorized representative of the disclosing party of the officers and employees of the receiving party who have a need-to-know, (v) such information were already in the receiving party's lawful possession prior to the disclosure by the disclosing party; (vi) the receiving party subsequently obtains such information from a third party who is free to disclose such information to the receiving party.


**ARTICLE VI**  
**CONFLICT OF INTEREST**


The CONTRACTOR shall at all times provide professional, objective, and impartial advice and hold NPC's interests paramount

Contract between NPC and Associated Resources for Management & Development, Inc. Service Contract for the Conduct of NPC's Customer Satisfaction Rating Survey for CY 2020 Contract No. LOG MSSP 2020-11-068-ZCT

  
MARY GRACE NEGROPATAN  
(CONTRACTOR)

  
LORNA T. DY  
VP, Admin and Finance  
(NPC)

BY:   
RENE B. BARRUELA  
Vice-President, CAG

  
**ELDA M. MONTERO**  
 President & CEO

BY:

without any consideration for future work, and CONTRACTOR shall strictly avoid situations where a conflict of interest shall arise with CONTRACTOR's other projects or his own interests. NPC shall not hire CONTRACTOR for any project that would be in conflict with CONTRACTOR's current obligations to NPC's direct competitors that are known to NPC.

**ARTICLE VII**  
**CONTRACT EFFECTIVITY AND DURATION**


The contract period shall be a minimum of eighty four (84) calendar days to a maximum of ninety eight (98) calendar days, reckoned from the date stated in the Notice to Proceed, following the guidelines under Part VII of Annex C.

The activities and their duration are as follows:

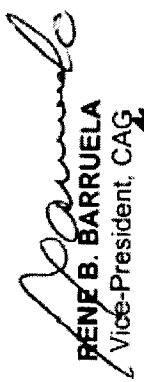
Activities/Deliverables	Duration
1. Inception meeting and discussion of sampling design, methodology, protocols and work plan.	Seven (7) cal. days
2. Review, add questions specific for the GOCC (optional), format and translate survey instrument	Seven (7) cal. days
3. Pilot testing of survey instrument and feedback for possible revisions (optional, if there are major additions)	Fourteen (14) cal. days
4. Finalization of survey instrument	Seven (7) cal. days
5. Recruit, train and submit list of final field team to be deployed	Seven (7) cal. days
6. Data collection set up (including production and preparation of fieldwork materials)	Seven (7) cal. days
7. Data collection proper	Seven (7) to Fourteen (14) cal. days
8. Data cleaning and validation and computation of descriptive statistics	Fourteen (14) cal. days
9. Writing and submission of reports a. First Report b. Draft Final Report c. Final Report	Fourteen (14) to twenty one (21) cal. days
<b>Total</b>	<b>Eighty Four (84) to Ninety Eight (98) cal. days</b>

SIGNED IN THE PRESENCE OF:

  
**MARY GRACE NICORPAN**  
 (CONTRACTOR)

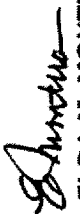
  
**LORNA T. DY**  
 VP, Admin and Finance  
 (NPC)

NATIONAL POWER CORPORATION (NPC)

  
**RENE B. BARRUELA**  
 Vice-President, CAG


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ASSOCIATED RESOURCES FOR MANAGEMENT & DEV'T., INC. (ARMDEV) (CONTRACTOR)


BY:   
ELDA M. MONTERERA  
President & CEO

SIGNED IN THE PRESENCE OF:

  
MARY GRACE MAZARATIN  
(CONTRACTOR)

  
LORNA T. DY  
VP, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION (NPC)

  
RENE B. BARRUELA  
Vice-President, CAG

**ARTICLE VIII**  
**CONTRACT PRICE AND MANNER OF PAYMENT**

The total Contract Price of the Services shall be in the amount of **PHILIPPINE PESO: ONE MILLION TWO HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED SEVENTEEN PESOS (P 1,299,717.00),**

NPC shall pay the CONTRACTOR according to the following terms:

- 20% Upon NPC approval of the Contractor's submitted Work Plan which include the list of identified respondents, survey methodology and timeline
  - 20% Upon NPC's approval of Final Survey Instrument
  - 40% Upon NPC's approval of the Contractor's Draft Final Report to include agreed revisions in the First Report.
  - 20% Upon submission of the Final Report.
- 100%

All payments mentioned above shall be subject to NPC's standard accounting and auditing procedures.


All submitted invoices shall be duly certified by the Contractor and accompanied by a certification from authorized NPC official that the amount being claimed is due and payable under the terms of the Contract.

**ARTICLE IX**  
**NPC'S OBLIGATIONS**


NPC's obligations are the following:

- a. Provide staff assistance during the conduct of the survey in all NPC service areas, whenever necessary; and
- b. Provide customers and stakeholders data and other relevant documents requested by the CONTRACTOR

Contract between NPC and Associated Resources for Management & Development, Inc. Service Contract for the Conduct of NPC's Customer Satisfaction Rating Survey for CY 2020 Contract No. LOG MSSP 2020-11-068-ZCT

BY:   
**ELDA M. MONTERO**  
 President & CEO

  
**MARY GRACE NEGAPAN**  
 (CONTRACTOR)

  
**LORNA T. DY**  
 VP, Admin and Finance (NPC)

  
**RENE B. BARRUELA**  
 Vice-President, CAG

**ARTICLE X  
CONTRACTOR'S OBLIGATIONS**

CONTRACTOR's obligations are the following:

- a. Ensure the assignment of competent staff that will conduct the survey;
- b. Arrange and pay for the required hotel accommodation, meals, travelling and incidental expenses of its assigned personnel consistent with the approved Work Plan, and submit required documents;
- c. Submission of all the documents/reports/info/data required by the GCG in the Enhanced Guideline on the Conduct of Customer Satisfaction Survey;
- d. All the materials/references and relevant data used by the CONTRACTOR in coming up with the Final Report shall be surrendered to NPC as the latter's exclusive properties;
- e. Submission of Reports (First, Draft Final and Final Reports) ensuring completeness of "Deliverables to be Submitted" as in the GCG Enhanced Guideline on a pre-determined time/schedule;
- f. The Contractor and its assigned project personnel shall treat all information as strictly confidential and shall not disclose such information to any third party without prior written approval from NPC.

**ARTICLE XI  
PROJECT TEAM**

As required by the GCG, the contractor shall employ for the project implementation the hereunder listed minimum required personnel pursuant to the guidelines under Part VIII of Annex C.

POSITION	NUMBER
Overall/Project Manager	1
Asst. Project Manger Statistician/Asst. Project Manager	2
Field Manager	1
Data Processing Manager	1
Field Supervisors	Depends on Area Coverage; At least 1 per major area

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BY:

  
**ELDA M. MONTERA**  
 President & CEO

Programmers/Scripters (incl. checker)	2
Data Processing Assistant (incl. checker)	2
Group Leaders	At least 1 for every 5 interviewers
Field Interviewers	Depends on the sample size; Maximum No. of Interviews/Interviewers should only be 15% of the Total Sample
Coders	Depends on the number of questions to be coded
Field Quality Checker	Depends on the sample size; Should be able to Back-Check at least 30% of the Total Sample Size

SIGNED IN THE PRESENCE OF:

  
**MARY GRACE NEBRAPAN**  
 (CONTRACTOR)

  
**LORNA T. DY**  
 VP, Admin and Finance (NPC)

Following are the required minimum qualifications:

- Project Manager – must be graduate of any four (4) year course, with Masters degree, with ten (10) years experience in the conduct of customer satisfaction surveys
- Asst. Project Manager/Statistician – must be graduate of any four (4) year course, with Masters degree, with six (6) years experience in the conduct of customer satisfaction surveys
- Field Manager – must be graduate of any four (4) year course, with four (4) years experience in the processing of data on customer satisfaction surveys
- Data Processing Manager – must be graduate of any four (4) year course, with four (4) years experience in conduct, processing, and analysis of data on customer satisfaction surveys
- Field Supervisor – must be graduate of any four (4) year course, with four (4) years experience in the overseeing all task related to data collection which include recruitment of field team on the conduct of customer satisfaction surveys
- Data Processing Supervisor - must be graduate of any four (4) year course, with three (3) years experience in conduct and processing of customer satisfaction surveys


BY:

  
**RENE B. BARRUELA**  
 Vice-President, CAG

Contract between NPC and Associated Resources for Management & Development, Inc. Service Contract for the Conduct of NPC's Customer Satisfaction Rating Survey for CY 2020 Contract No. LOG MSSP 2020-11-068-ZCT<sub>PL</sub>

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BY:   
ELDA M. MONTERA  
President & CEO

**ARTICLE XII  
PERFORMANCE BOND**

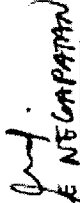
To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post performance security which shall remain valid and effective during the contract duration. The performance security may be in any of the following forms:


- a. Cash, Manager's/Cashiers Check, Bank Draft/Guarantee confirmed by a Universal or Commercial Bank or Irrevocable Letter of Credit, issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the total Contract Price.
- b. Surety Bond callable upon demand and penal in nature issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the Total Contract Price. The Insurance Company that will issue Performance Security must be accredited by the National Power Corporation.

This Performance Bond shall initially answer for any and all damages and losses that may be suffered by NPC as a result of the failure of the CONTRACTOR to perform any of its obligations under this Contract. This Performance Bond shall be released by NPC at the expiration or termination of this Contract provided that there are no pending claims filed against the CONTRACTOR.

**ARTICLE XIII  
LIQUIDATED DAMAGES**


Should CONTRACTOR fail to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions, if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other course of action and remedies open to it.

  
MARY GRACE NEOPATAN  
(CONTRACTOR)

  
LORNA T. DY  
VP, Admin and Finance  
(NPC)

BY:   
RENE B. BARRUELA  
Vice-President, CAG

Contract between NPC and Associated Resources for Management & Development, Inc.  
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BY:   
ELDA M. MONTERA  
President & CEO

**ARTICLE XIV  
WARRANTY CLAUSE**

The CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the NPC and to the relatives within the third degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project prosecution; and that if any commission is being paid to a private person; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or his representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XV  
JOINT AND SEVERAL LIABILITY**


The liability of the CONTRACTOR and/or any and all of the entities representing it on any manner under this Contract or relating thereto is joint and several and for this reason NPC may process against any or all of them.


**ARTICLE XVI  
VALIDITY CLAUSE**


If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

**ARTICLE XVII  
VENUE OF ACTION**

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines.

  
MARY GRACE (CONTRACTOR)

  
LORNA T. DY  
VP, Admin and Finance (NPC)

BY:   
RENE B. BARRUELA  
Vice-President, CAG


Contract between NPC and Associated Resources for Management & Development, Inc. Service Contract for the Conduct of NPC's Customer Satisfaction Rating Survey for CY 2020 Contract No. LOG MSSP 2020-11-068-ZCT

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 27<sup>th</sup> day of NOVEMBER, 2020 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

MARY GRACE DE GAYATAN  
**ASSOCIATED RESOURCES FOR  
MANAGEMENT & DEVELOPMENT, INC.**  
(ARMDEV)  
(CONTRACTOR)


BY:

  
**RENE B. BARRUELA**  
Vice President,  
Corporate Affairs Group

BY:

  
**ELDA M. MONTERA**  
President & CEO

SIGNED IN THE PRESENCE OF:

  
**LORNA T. DY**  
Vice President, Admin & Finance  
(NPC)

(CONTRACTOR)

FUNDS AVAILABLE

  
**ALEXANDER P. JAPON**  
Sr. Department Manager, Finance

OMA and Non-OMA  
2020  
AIG 066  
CC# 2703310  
519,886.80  
OMA (2%) 103,977.36  
Non-OMA (80%) 415,909.44  
519,886.80

F4 2021  
DUB  
XRO-21 11-2460/2463  
2703310  
P 779, P 30.20  
NON-OMA 7423, P 4.16  
OMA NT, 966.04  
Per attached signed CSI  
dttd 11-23-2020

Contract between NPC and Associated Resources for Management & Development, Inc.  
Service Contract for the Conduct of NPC's Customer Satisfaction Rating Survey for CY 2020  
Contract No. LOG MSSP 2020-11-068-ZCT



REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this NOV 25 day of 2020, 2020, personally appeared **MS. ELDA M. MONTERA**, President & CEO, **ASSOCIATED RESOURCES FOR MANAGEMENT & DEVELOPMENT, INC.** with Identification Document in the form of PASSPORT ID NO. 322 0032 issued by DFA NCR at \_\_\_\_\_, on MAY 30, 2017, known to me and to me known to be the same person who executed the foregoing instrument consisting of twelve (12) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Corporation she represents.

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

Notary Public  
Until December 31, 2020  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No.: 135  
Page No.: 14  
Book No.: 34-1  
Series of 2020.

  
**ATTY. ELISEO S. CALMA, JR.**  
ROLL NO. 50183  
PTR NO. 9521280C, JAN. 21, 2020  
IBP NO. 095280, NOV. 20, 2019  
MCLE COMP. NO. VI-0012817 UNTIL APRIL 14, 2022  
TIN NO. 138-541-197-000



Contract between NPC and Associated Resources for Management & Development, Inc.  
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Contract No. LOG MSSP 2020-11-068-ZCT

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Rev. No. 0  
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