



**CONTRACT AGREEMENT FORM**  
**PR\_NO. 24-11-124\_PIAPCRD2024**  
**PROCUREMENT OF STATISTICAL PACKAGE FOR SOCIAL SCIENCES (SPSS)**  
**SOFTWARE**

**DEC 20 2024**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_ 2024 between **PHILIPPINE INFORMATION AGENCY (PIA)**, a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Diliman, Quezon City, represented herein by its Director-General, **KATHERINE CHLOE S. DE CASTRO**, hereinafter referred to as **PHILIPPINE INFORMATION AGENCY (PIA)** of the one part and **MYCHAL ANDREW M. FONTANILLA**, President of **STRATEGIC RESEARCH AND DEVELOPMENT CENTER, INC.** herein referred to as "**SUPPLIER**" with office address at Rm.424-425 Cityland Pasong Tamo Tower, 2210 Don Chino Roces Ave., Makati City of the other part;

**WHEREAS**, the "PHILIPPINE INFORMATION AGENCY (PIA)" solicited Bids for certain goods and ancillary services, particularly for the **PROCUREMENT OF STATISTICAL PACKAGE FOR SOCIAL SCIENCES (SPSS) SOFTWARE** and has accepted a Bid from STRATEGIC RESEARCH AND DEVELOPMENT CENTER, INC. in the sum of **THREE HUNDRED FIFTY THOUSAND PESOS ONLY (Php 350,000.00)** hereinafter called "the Contract Price", payable upon receipt of the billing statement including all taxes and subject to government accounting rules and regulations.

**WHEREAS**, the PIA Bids and Awards Committee, after due deliberation, recommended the award of contract to **STRATEGIC RESEARCH AND DEVELOPMENT CENTER, INC.** and the same was approved and issued on 12 December 2024;

**NOW THEREFORE**, for and in consideration of the foregoing premises, and mutual covenants hereinafter set forth, the PARTIES agree on the following:

I. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in Conditions of Contract referred to.

II. **"PROCUREMENT OF STATISTICAL PACKAGE FOR SOCIAL SCIENCES (SPSS) SOFTWARE"**

III. **TERMS OF REFERENCE**

- **STATISTICAL PACKAGE FOR SOCIAL SCIENCE (SPSS) SOFTWARE SUBSCRIPTION PLAN FOR ONE USER AS INDICATED IN THE IBM-SPSS WEBSITE (PERPETUAL LICENSE)**

1. IBM SPSS Statistic Product
2. Software updates 12 months upon purchase

ADILE RACHEL M. AQUINO  
Agency Accountant

Fund Cluster: 12  
Fund Available: 350,000.00

3. Install on one laptop/desktop devices
4. Can be used offline
5. Provision of link of IBM SPSS installer including installation instruction and assist installation issues
6. Inclusive of taxes

#### **DELIVERABLES FROM SUPPLIER**

1. One (1) year software support and maintenance
2. In order to assure that manufacturing defects shall be corrected, a warranty of one (1) year shall be required from the supplier
3. Price is inclusive of taxes
4. Delivery of item shall be within thirty (30) calendar days upon award to supplier

#### **IV. WARRANTY AND TECHNICAL SUPPORT**

STRATEGIC RESEARCH AND DEVELOPMENT CENTER, INC. warrants that the license coverage of One (1) year will start from the issuance of the Contract.

#### **V. TERMS OF PAYMENT**

Payment will be made after STRATEGIC RESEARCH AND DEVELOPMENT CENTER, INC. submitted the following documents to PIA for accounting and auditing rules but not limited to:

1. Billing Statement
2. Certificate of Acceptance

#### **VI. LIQUIDATED DAMAGES**

In the event that the STRATEGIC RESEARCH AND DEVELOPMENT CENTER, INC. violates any of the terms and conditions of this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the Contractor shall be liable for damages for such failure and shall pay the PHILIPPINE INFORMATION AGENCY (PIA)" liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay of breach, without need for any notice or demand from the PHILIPPINE INFORMATION AGENCY (PIA) in addition to other remedies that the PHILIPPINE INFORMATION AGENCY (PIA)" may exercise under this contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the PHILIPPINE INFORMATION AGENCY (PIA)".

**VII. TERMINATION OF CONTRACT**

The **PHILIPPINE INFORMATION AGENCY (PIA)** reserves the right to terminate this Contract for any cause which may include failure of the **STRATEGIC RESEARCH AND DEVELOPMENT CENTER, INC.** to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the **PHILIPPINE INFORMATION AGENCY (PIA)** or violation by the **STRATEGIC RESEARCH AND DEVELOPMENT CENTER, INC.** of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**PHILIPPINE INFORMATION AGENCY:**

**STRATEGIC RESEARCH AND  
DEVELOPMENT CENTER, INC.:**

**KATHERINE CHLOE S. DE CASTRO**  
*Director-General*

**MYCHAL ANDREW M. FONTANILLA**  
*President*

SIGNED IN THE PRESENCE OF:

**ANN LORRAINE B. MACADAEG**  
*End-User Representative*

*ARTHUR OUVANT*  
(Supplier Rep. as Witness)

## NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines)  
City of MAKATI CITY ) S.S.

DEC 20 2024

MAKATI CITY

**BEFORE ME**, Notary Public for and in the above jurisdiction, this \_\_\_\_\_ day of \_\_\_\_\_ 2024, personally appeared and presented sufficient proof of identification:

**KATHERINE CHLOE S. DE CASTRO**

ID No: \_\_\_\_\_ Issued at/on:

**MYCHAL ANDREW M. FONTANILLA**

ID No: \_\_\_\_\_ Issued at/on:

All known to me to be the same persons who executed and voluntarily signed the foregoing document consisting of only \_\_\_\_ pages including this page of Acknowledgement, which they acknowledged to me as their own free and voluntary act and deed.

DEC 20 2024

MAKATI CITY

**IN WITNESS WHEREOF**, I hereto affixed my signature and seal on the date and place first above mentioned.

### NOTARY PUBLIC

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Page No. 53  
Book No. 234  
Series 20 24

**ATTY. JOEL FERNER FLORES**  
Notary Public for Makati City  
Until December 31, 2024  
Appointment No. M-115(2023-2024)  
Roll of Attorney No. 77378  
MCLE Compliance Viti NO. 0001383-  
Jan. 03, 2023 Until Apr. 14, 2028  
PTR No. 10073945/ Jan. 02 2024/Makati City  
IBP No. 330740/ Jan. 02 2024/Pasig City  
1407-D/Balaan St., Guadalupe Nuevo, Makati City