

PROFESSIONAL CONSULTING AGREEMENTS

This AGREEMENT, made and entered, by and between, Mr. **ROMEO S. RECIDÉ** (hereafter referred to as Consultant), with address located at **23 MAPAYAPA ST., UP VILLAGE, DILIMAN, QUEZON CITY** for the **Highly Technical Assistance on Establishment, Strengthening, and Maintenance of the Daily Price Index (DPI)**, commissioned by the Department of Agriculture - Bureau of Agricultural Research, (hereinafter referred to as the DA-BAR), evidences the agreement of the parties hereto as follows:

DA-BAR desires to engage the CONSULTANT and the CONSULTANT agrees to accept consultancy with DA-BAR. DA-BAR and the CONSULTANT agree to establish the terms and conditions of such deployment under a written contract. Now, therefore in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:


1. Engagement of Professional Services. DA-BAR hereby engages the CONSULTANT, upon the terms and conditions herein contained, to perform the duties and responsibilities as the Technical Adviser of the Project and as required by the Project as set forth in **Appendix A**, which shall form as an integral part of this Agreement. The Consultant shall perform his duties and responsibilities in an efficient, trustworthy and businesslike manner in accordance with the new government procurement act, RA 12009.
2. Terms of Engagement. The CONSULTANT agrees to render intermittent consulting services equivalent to **seven (7) months** from the period **June 16, 2025 to December 31, 2025**. The CONSULTANT assures his availability to lead the Project and deliver the required quality outputs in a timely and efficient manner. The work schedule and place of deployment may be adjusted based on the requirements of the project and/or as will be required and approved by the DA-BAR.
3. Payment of Services. The CONSULTANT shall be paid for his services a total of **Two Million Eight Hundred Seventy-Four Thousand Six Hundred Pesos (Php 2,874,600.00)** subject to applicable withholding tax. It is expressly understood and agreed that DA-BAR's obligation to pay the CONSULTANT'S remuneration shall always be subject to submission and approval by the DA-Agribusiness and Marketing Assistance Service (DA-AMAS) of corresponding outputs/deliverables during the period for which payment is being requested. Payment of taxes shall be made within **10 days after receipt of the payments** from the DA-BAR. The final payment shall be released after clearance by DA-BAR of all advances/obligations if there are any, and after final acceptance/approval of the Final Reports and completion of deliverables. The schedule and list of deliverables/outputs and corresponding payments are in **Appendix A**. As required by the BIR, the CONSULTANT shall provide DA-BAR an **Official Receipt for Payment received**.

DA-BAR reserves the right to set-off any reduction or make necessary adjustments from the Consultant's remuneration due to incomplete/deficient outputs and where DA-BAR has to take over the completion/accomplishment of said deliverables.

4. Nature of Relationship. It is fully understood that the Consultant has entered into this Contract, and shall perform the Services, as an independent Consultant and that no relationship of employer-employee shall be deemed to exist between DA-BAR and the Consultant. As such, the Consultant is not entitled to any other benefits except for the above-mentioned.




ROBERTO S. QUING JR., CPA
Consultant in



5. Supervision. The Consultant shall lead the Team contracted to implement the project. He will work directly with the concerned DA-BAR and DA-AMAS personnel, and other members of the DA-BAR DPI Team, and within the confines of this contract, maintain communications with assigned DA-BAR and DA-AMAS representative/s.
6. Termination.
- DA-BAR reserves the right to terminate this AGREEMENT for cause at any time. Cause for such termination may include any of, but not limited to, the following: neglect of duties; non-compliance with the terms of this agreements or DA-BAR regulations; CONSULTANT'S inability to perform the work specified; any falsification or misinterpretation on the CONSULTANT'S part; acts inimical to the DA-AMAS and DA-BAR; failure to report on the scheduled engagement without valid reasons acceptable to DA-BAR; and termination of the main contract by the DA-AMAS.
 - The CONSULTANT will be given due notice of the reason for the termination of his services and be given ample time to explain his/her position, if applicable. In the event of a just causes(s), the CONSULTANT may request for termination of his AGREEMENT effective at or before expiration of its term by giving DA-BAR not less than **Thirty (30) days written notice** advising the date and the specific reasons thereof upon which the CONSULTANT desires to terminate this agreement.
7. Ownership and Title to Documents. The DA-BAR shall have the rights, title, interest, intellectual property rights (including but not limited to copyright) and all rights of ownership to any plans, reports, models, manuals and other material/documents or data prepared by the CONSULTANT as part of the Services hereunder, which include exclusive right to publish the findings. The DA-AMAS and DA-BAR, shall have, as necessary, the right to edit, modify all reports/deliverables submitted by the CONSULTANT so as to suit the project and the DA-AMAS's and DA-BAR's requirement, as a whole.

The CONSULTANT shall deliver to DA-BAR all original documents, reports and other material and data gathered and prepared under this Agreement in a timely manner as required by the Time Schedule or upon completion of the Services, at the latest. All equipment/software provided by the project and used by the CONSULTANT shall likewise be turned-over to the DA-BAR.

The CONSULTANT shall ensure that his services, working methods, know-how, operations or results do not violate the intellectual rights of any third party. The CONSULTANT shall indemnify and hold DA-BAR harmless from and against any and all claims in relation to such alleged or proven violations.

8. Confidentiality. CONSULTANT agrees that the existence and contents of the Main Contract and of this Agreement, as well as all knowledge and information not within the public domain, which the CONSULTANT receives from DA-BAR and DA-AMAS, or by virtue of the performance of the Services hereunder, shall be regarded as strictly confidential and held by the CONSULTANT in confidence. Such information shall not be disclosed by CONSULTANT to any person or entity whatsoever without the prior written consent of DA-BAR and DA-AMAS, as the case may be. These obligations of confidentiality shall survive any termination of this Agreement.

MD

[Handwritten signature]

ROBERTO S. QUING JR., CPA
ACCOUNTANT

IN WITNESS WHEREOF, the parties hereto have executed this agreement at _____
Metro Manila, Republic of the Philippines this _____ day of _____ 2025.

DA-Bureau of Agricultural Research

JOELL H. LALES

OIC-Director

ROBERTO S. QUING, JR.

Head, Accounting Unit

Consultant

ROMEO S. RECIDE

Technical Adviser, DPI Team

WITNESSES:

GIAN CARLO R. ESPIRITU

Highest Planning Officer

DA-BAR Planning and Monitoring Unit

JUNIBERT L. DE SAGUN

Director

DA-Agribusiness and Marketing
Assistance Service

Doc. No. 449
Page No. 90
Book No. VI
Series of 2025

SUBSCRIBED 10 JUN 2025 SWORN TO BEFORE ME this
party/ies who has/ have shown to me his/her/their
competent evidence of identity. He/she/they
affirmed to me that he/she/they have read,
understood and voluntarily executed & signed this
document a/an Prof. Consulting Agreement
consists of 3 page/s including this page.

ATTY. TITUS C. BORLAS

Notary Public for QC., Com. Until 12/31/2025

No. 3 Mahinhin St., U.P. Village, Dil. 1101 Quezon City, A.M. No.
NP- 098, 1/30/24, QC; Roll No. 33492; MCLE No. VIII-0006800, (to
expire on 4/14/28). IBP No. 495837, 1/3/2025, QC; PTR No.
7032706-D. 1/2/2025, QC.; Tel Nos. (02) 8-925-7471; 09175257044;
email: eaborlaslaw@yahoo.com

TERMS OF REFERENCE

HIRING OF TECHNICAL ADVISER FOR THE ESTABLISHMENT, STRENGTHENING, AND MAINTENANCE OF DAILY PRICE INDEX (DPI)

Section 5 of Republic Act (RA) No. 12022, known as the "Anti-Agricultural Economic Sabotage Act," mandated Agribusiness and Marketing Assistance Service (AMAS) and the Bureau of Agricultural Research (BAR) to establish, strengthen, and maintain a Daily Price Index (DPI). Under RA 12022, DPI *refers to the system of monitoring and publishing/broadcasting the prevailing retail prices of agricultural and fishery products in all regions of the country on a day-to-day basis.* In the same section, AMAS and BAR, when determining prices, must ensure that the DPI is transparent and accountable. This information should be published on official websites and social media platforms. Additionally, DA-AMAS and DA-BAR will be subject to periodic audits by an independent party to be decided upon by the Anti-Agricultural Economic Sabotage Council.

Further, Sections 7 and 9 provided that DPI will serve as the basis for determining the value of the commodity under investigation and alleged to be committed with the crime of economic sabotage and will be used for reference price to determine if there is a crime of agricultural profiteering. The DPI will be a critical tool for:

- Establishing the basis for determining agricultural smuggling as economic sabotage, which is committed when the value of smuggled agricultural and fishery products reaches at least Ten Million Pesos (P10,000,000.00), calculated using the DPI at the time of the offense;
- Serving as the reference for identifying agricultural profiteering as economic sabotage, which occurs when agricultural and fishery products are sold or offered for sale at a price at least ten percent (10%) higher than the DPI during an abnormal situation, emergency, or state of calamity as declared by competent authorities; and
- Establishing a *prima facie* evidence of profiteering whenever a product is sold or offered for sale at a price thirty percent (30%) in excess of the DPI at the time of declaration of an abnormal situation.

Therefore, DA must ensure accountability, consistency, and transparency in calculating daily regional prevailing retail prices, which could be utilized in legal proceedings.

Currently, AMAS and the Agribusiness and Marketing Assistance Divisions (AMADs) of the Department of Agriculture Regional Field Offices (DA-RFOs) are responsible for the daily price monitoring of selected agri-fishery commodities following the DA internal guidelines. The purpose, scope, and coverage of data collection and consolidation being done by AMAS and AMADs is within the purview of Price Act implementation, which differs from the prescribed DPI under RA 12022.

Recently, the DA issued the Memorandum Circular No. 3 series of 2025: Guidelines on the Establishment, Strengthening, and Maintaining DPI in compliance to RA No. 12022, which

are intended for the information, guidance, and compliance of all concerned DA personnel and authorized officers.

In adherence to the law, DA-AMAS and DA-BAR will seek technical guidance from an expert through consultancy services. These services are vital for ensuring that the DPI meets scientific standards and accurately reflects current market trends. Moreover, the engagement will support DA in the overall implementation of the DPI, including but not limited to the following areas:

- a) Develop a standard and methodology (i.e. development of a sampling frame, etc.) for data collection, validation, processing, and dissemination of prices and DPI indicators;
- b) Conduct briefings, collaborative meetings, and consultations in preparation for the DPI establishment and implementation;
- c) Lead in the facilitation of organizational and capacity-building activities for price monitors, data analysts, and technical staff involved from various relevant agencies; and
- d) Develop and implement frameworks and strategic measures for the overall establishment, strengthening, and maintaining the DPI; and
- e) Exercise supervision on the harmonization, institutionalization and mainstreaming of processes/mechanisms for the existing price monitoring system of DA and the DPI.

SCOPE OF WORK

The technical adviser will engage with DA and carry out specific tasks as outlined below:

- a) Provide technical expertise and guidance to the DA-AMAS and DA-BAR in developing the appropriate sampling frame, price survey methodology for data collection, consolidation, validation of data, processing, and dissemination of prices;
- b) Formulate and recommend strategic mechanisms for real-time posting and dissemination of agricultural and fishery commodity prices in all regions of the country through various platforms;
- c) Provide guidance to DA through the AMAS, AMADs and appropriate DA units/offices to ensure alignment of DPI activities to the requirements of RA 12022;
- d) Conduct regular consultations with AMAS, AMADs, DA-BAR, concerned DA Offices, private sector and the academe regarding the implementation of the DPI;
- e) Facilitate/assist in capacity building activities (e.g. pilot-testing/orientation workshops) to equip personnel from the AMAS, RFOs, DA-BAR and relevant DA offices;
- f) Assess and identify key issues and challenges in implementing the DPI; and

- g) **Mainstream measures to ensure continuous system improvement such as IT-aided systems for future use.**

OUTPUT/DELIVERABLES

The expected output must meet the objective of the engagement, and must be satisfactory and acceptable to the DA-AMAS and the DA-BAR, as follows:

- a) **Work Plan** detailing key objectives, deliverables, timelines, and responsibilities of the technical adviser as required by the project.
- b) **Progress Report** to include: (1) Review of the existing price monitoring system of the DA-AMAS; (2) Development of DPI framework and approach; (3) Standard Price Survey Methodology; and (4) Survey Instrument and Tools.
- c) **DPI Operations Manual/Procedural Guidelines and Assessment Report.**
 - 1. The Operations Manual will be based on the preliminary findings and consultations, including a) methodology for proper data collection, consolidation, and dissemination of prices of agricultural and fishery commodities.
 - 2. The Assessment Report shall include an evaluation of the current DA-AMAS price monitoring system and recommendations for the enhancement of the said system aligned with the DPI, training program, and modules for AMAS-AMAD price and supply monitoring unit.
- d) **Final/Terminal Report and Research Proposal for 2026.** The Final/Terminal Report shall integrate the comments and recommendations generated from consultation meetings and activities, while the Research Proposal shall include DPI-related undertakings for the year 2026 and other activities toward the institutionalization of the DPI.

Table 1. Submission of Deliverables and Payment Schedule

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DELIVERABLES	2025										2026
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1st Tranche (10%)											
1. Signing of Contract											
2. Submission of a Work Plan detailing the activities and outputs											
2nd Tranche (30%)											
3. Submission of Progress Report of the following: Review of the existing price monitoring system; Development of DPI framework and approach; Standard Price Survey Methodology Survey instruments and tools											
3rd Tranche (50%)											
4. Submission of the following: • DPI Operations Manual /Procedural Guidelines • Assessment Report											
4th Tranche (10%)											
5. Submission of: • Final/Terminal Report • Research Proposal for 2026											
Note: Deadline of submission might be extended until January 31, 2026, as necessary (in red).											

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COORDINATION AND SUBMISSION OF REPORTS/OUTPUTS

The Technical Adviser shall report directly to the DA-AMAS Director on the completion of the desired outputs and shall submit to the DA-BAR the above-mentioned reports and outputs in strict adherence to the deadlines/milestones stipulated in Outputs/Deliverables. The concerned DA units will provide the necessary documents needed for the conduct of the consultant's activities.

DURATION AND COSTS

The engagement period will be for **nine (9) months** starting immediately after receipt of the Notice to Proceed (NTP) up to December 31, 2025, renewable at the option of the DA-BAR Director. The consultant will be paid a **total amount of PhP 2,874,600.00 in four (4) tranches**, upon submission and acceptance of the deliverables by the Director of the DA-AMAS and the DA-BAR, subject to withholding taxes as provided under the existing and prevailing laws.

QUALIFICATION REQUIREMENTS

Education (30%)

Preferably a graduate of doctoral or advanced degree in the field of Statistics, Economics, Agricultural Economics, Public Administration, and related fields

Professional Experience (40%)

The expert should have at least ten (10) years of extensive consultancy experience in the following:

- Exercising executive supervision and coordination of statistical and overall project activities;
- Recommending plans and programs relevant to the conduct of statistical activities in the Philippine Statistical System;
- Formulating and implementing development and strategic plans for creating, piloting and enabling mechanisms, capacity-building frameworks and strategic measures to support the institutionalization and mainstreaming of processes;
- Managing the generation, compilation, analysis and dissemination of social, economic and macroeconomic statistics (i.e. production, trade and prices), and national accounts;
- Enhancing existing statistical systems (i.e. Agricultural Indicators System or AIS) in terms of scope, coverage, format and frequency of publication based on users' needs;

Knowledge, Skills, and Abilities (30%)

- Knowledgeable on sampling, data collection techniques, data cleaning, and quality control processes specific to agricultural and economic data;
- Proficiency in statistical analysis and statistical software use;
- Expertise in data cycle, from designing and administering appropriate data collection instruments up to analyzing and disseminating the results thereof;
- Professional engagement in similar/related projects and programs with national government agencies, private sector and foreign institutions;

- Proven leadership and strong interpersonal skills;
- Ability to communicate effectively in oral and in writing, work independently and as part of a team, and work effectively with co-workers, and partner agencies.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

The Consultant undertakes not to divulge at any time to any third person the DA documents (work plan and guidelines on DPI) that were provided by the disclosing party without the latter's official consent. All outputs in the conduct of consultancy shall remain as DA-BAR's property. At the end of the assignment and upon submission of the final/terminal report, the consultant shall endorse to the DA-BAR all the materials (photographs, documents, tools, and equipment) gathered in the course of the assignment.

SANCTIONS

In case the consultant fails to comply with the outputs/deliverables, payment will be withheld until compliance with the stipulated outputs/deliverables. In case the consultant failed to submit the required deliverables for two (2) consecutive months, the contract will be deemed terminated.

APPROVED BY:

JUNIBERT E. DE SAGUN
Director
Agribusiness and Marketing Assistance Service

JUNEL B. SORIANO, Ph.D
Director
DA-Bureau of Agricultural Research

NOTED BY:

ATTY. GENEVIEVE EVELICARIA-GUEVARRA
Assistant Secretary for Agribusiness, Marketing and Consumer Affairs