

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
COMMISSION ON AUDIT

RECEIVED

21 JUN 2024

By: 

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this 21 day of JUN 21 2024 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its **OIC - DEPUTY EXECUTIVE DIRECTOR, CYRIL L. SOLABAN**, hereinafter referred to as the **PCAF**;

-and-

RED ROOT ARTISTS AND ARTISANS MULTIPURPOSE COOPERATIVE, a registered cooperative duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at 628 Mapaghawanggawa St., Teacher's Village East, Quezon City, represented in this Act by its duly authorized representative, **MARK CRISTHIAN VILLARIN, PROJECT MANAGER**, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the **PCAF** invited Bids for certain goods and ancillary services, particularly **ONE (1) LOT TWO (2) AUDIO-VISUAL PRESENTATIONS ON PCAF with PR No. 24-05-2011** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE HUNDRED NINETY THOUSAND PESOS (P190,000.00)** (hereinafter called "the Contract Price").

WHEREAS, the **SUPPLIER** is engaged in the production of audio-visual presentations and had submitted its bid;

WHEREAS, the **SUPPLIER** has represented and warranted itself as a capable, competent, and duly licensed producer of audio-visual presentations;

WHEREAS, the opening of bids was held on 27 May 2024 at the BAC Conference Room, 3rd Floor, Apacible Hall, PCAF Building, DA Compound, Elliptical Road, Diliman, Quezon City;

WHEREAS, the following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:



WITNESSED AND SIGNED



1. Philippine Bidding Documents (PBDs):
 - A. Schedule of Requirements;
 - B. Technical Specifications;
 - C. General and Special Conditions of Contract; and
 - D. Supplemental or Bid Bulletins, if any
2. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

3. Performance Security;
4. Notice of Award of Contract; and the Bidder's conforme thereto; and

5. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

WHEREAS, the SUPPLIER passed the post-qualification pursuant to Section 34 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the SUPPLIER was declared as the Single Calculated and Responsive Bid, the BAC recommended to the HOPE to award the above-mentioned procurement to the SUPPLIER;

WHEREAS, PCAF issued the Notice of Award to the SUPPLIER on June 10, 2024;

NOW THEREFORE, in view of the foregoing premises, the parties have agreed to these following terms and conditions:

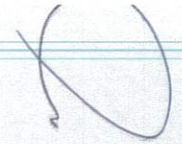
Section 1

SCOPE OF SERVICES

The SUPPLIER will provide TWO (2) AUDIO-VISUAL PRESENTATIONS ON PCAF.

Section 2

CONTRACT PRICE



For and consideration of the SERVICES to be undertaken by the SUPPLIER, the PCAF shall pay the SUPPLIER in Philippine Currency in accordance with the Contract the total amount of **ONE HUNDRED NINETY THOUSAND PESOS ONLY (Php 190,000.00) inclusive of all applicable government taxes and fees for the whole event.**

Section 3

RESPONSIBILITIES OF THE SUPPLIER

The SUPPLIER shall:

1. Provide the two audio-visual presentations on PCAF for the total amount of **ONE HUNDRED NINETY THOUSAND PESOS (Php 190,000.00);**
2. Conceptualize and prepare the storyboard, to be approved by the PCAF Office of the Executive Director;
3. Prepare and provide a continuity script based on the approved storyboard as a guide for the voice-over talent;
4. Provide a professional voice-over talent;
5. Set-up video locations (within Metro Manila);
6. Installation of audio and camera for the shoots;
7. Plan and organize schedules for the shoots;
8. Prepare production report;
9. After the storyboard and script have been approved, the Consultant shall proceed to shoot, produce, and capture the materials needed for the AVP;
10. Provide a production team composed of at least a director, production manager, cinematographer, production assistants, video editor, and 2D/3D artist;
11. Bill the PCAF for the audio-visual presentations; and
12. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the PCAF.

Section 4

RESPONSIBILITIES OF PCAF

The PCAF shall:

1. Allocate and disburse funds in the total amount of **One Hundred Ninety Thousand Pesos (Php 190,000.00) to RED ROOTS ARTISTS AND ARTISANS MULTIPURPOSE COOPERATIVE** for the procurement of one (1) lot two (2) audio-visual presentations on PCAF; and
2. Pay the SUPPLIER after completion of the deliverables and receipt of the billing statement; and
3. Agrees to strictly follow the SUPPLIER'S protocols and standard procedures.



Section 5

TERMS OF PAYMENT

PCAF is obligated to pay the SUPPLIER within thirty (30) days after the conclusion of the event and upon receipt of the billing statement.

Section 6

TERMINATION OF CONTRACT

PCAF reserves the right to terminate this Contract for any substantial breach committed by the SUPPLIER and such breach is not corrected within a reasonable time upon demand, as warranted by the circumstances.

Section 7

VENUE OF ACTION

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. In case of litigation arising from or in connection with this contract, the parties agree that the venue of action shall be at the proper court in Quezon City only to the exclusion of other courts.

Section 8

CAPACITY AND AUTHORIZATION

Each party in this contract assures and warrants that it has the authority to sign and fulfill the agreement without violating any laws or existing agreements. Additionally, it confirms that the contract is legally binding and enforceable.

[Handwritten signature]

Section 9

LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of RA 9184, the winning bidder shall pay liquidated damages in case of breach of contract. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages

[Handwritten signature]

reaches ten percent (10%) of the amount of the contract, the Procuring Entity may ~~revised or terminate~~ the contract without prejudice to other courses of action and remedies available under the circumstances.

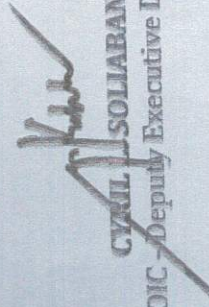
Section 10

AMENDMENT

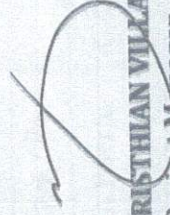
All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed upon by both parties in writing.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of **JUN 21 2024** at Quezon City, Philippines.


**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF**


CYRIL SOLIARAN
OIC - Deputy Executive Director

**RED ROOT ARTISTS AND ARTISANS
MULTIPURPOSE COOPERATIVE
SUPPLIER**


MARK CRISTHIAN VILLARAIN
Project Manager

SIGNED IN THE PRESENCE OF:

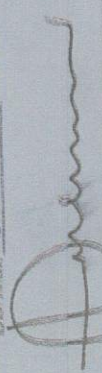

MAHISA R. LO
OIC/Chief, AFMD


SANDERS F. GILE
Senior Administrative Officer

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱10,000.00
BS No. 01-10801-200.00-636

FUNDS AVAILABLE: ₱140,000
Control No. 101-24-04-118


JOSE REDEYTOR H. BESERIO
OMC-Asst. Division Chief, AFMD &
Chief, Budget Section


MARIA DIVINA P. ORZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

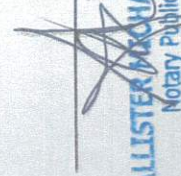
Republic of the Philippines)
Quezon City) s.s.

JUN 21 2024 **QUEZON CITY** this ___ day of
Before me, Notary Public, for and in
attendance, the following persons presenting to me their respective
identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
CYRIL L. SOLLABAN	PLAF ID # 179 001	Quezon City	2022
MARK CRISTHIAN VILLARIN	P1951090C	DFA Puerto Princesa	October 8, 2022

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

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Book No. VII
Series of 2024


ATTY. ALLISTER MICHAEL C. JOCOM
Notary Public
Adm. Matter No. NP-002 (2024-2025)
Until December 31, 2025
Roll of Attorneys No. 59492
IRP Lifetime No. 014668/01-06-15/Quezon City
PTR No. 5428113 /01-02-2024/Quezon City
No. 15 Xavierville Avenue, Loyola Heights, Q.C.
MCLE Compliance No. VII-0023972 (Apr. 14, 2025/Q.C.)