

CONTRACT AGREEMENT

THIS AGREEMENT, made this JUL 07 2021 between **PHILIPPINE CARABAO CENTER** with Office Address at National Headquarters and Gene Pool, Science City of Munoz, Nueva Ecija represented herein by its OIC, Executive Director, **DR. RONNIE D. DOMINGO** (hereinafter called the "ENTITY") and

DR. LIBERTADO C. CRUZ, a Filipino citizen, of legal age, and with postal address at Brgy Magtanggol, Science City of Munoz, Nueva Ecija hereinafter called the "HIGHLY TECHNICAL CONSULTANT").

WHEREAS, the Entity is desirous that the Highly Technical Consultant execute **TECHNICAL SERVICES/ADVISER FOR INSTITUTIONAL DEVELOPMENT** (hereinafter called "the WORKS") and the Entity has accepted the offer for **FOUR HUNDRED THOUSAND PESOS (P 400,000.00)** by the Highly Technical Consultant for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Entity is in need of the services of the services of a highly technical expert who agrees to render services as Adviser for Institutional Development, and which work is not performed by The Entity's regular personnel.
2. That the Highly Technical Consultant has signified his intention to which the Entity has accepted to provide service needed by the latter;
3. That the Highly Technical Consultant hereby possess the skills and resources required to perform the job as described herein;
4. **Scope of Works:**
 - (a) Provide technical and administrative overview on the Carabao Development Program Implementation amidst Mandanas Ruling
 - (b) Continuous representation of PCC to KOICA Philippines for International Funding and Partnership Development;
 - (c) Development of Carabao Roadmap anchored in the Value Chain Analysis and determine the gaps and opportunities of the Genetic Improvement of Buffaloes for Meat;
 - (d) Lead in the Crafting of Project Proposals for the Production and Utilization of the Sexed Semen for Milk and for meat.
5. **Other Terms and Conditions**
 - (a) The Highly Technical Consultant will consider all issues and concerns relevant to the subject matter of the reports.
 - (b) The Highly Technical Consultant will ensure that facts and figures contained in the reports are accurate and literatures are properly cited.
 - (c) The Highly Technical Consultant will submit to the Entity the final copies of the revised reports both in hard and soft copies.
 - (d) The Highly Technical Consultant will make himself available to present the final reports before the Entity officials and relevant entities when necessary.

PCC Accounting Unit
AUG 26 2021
RECEIVED

[Handwritten Signature]

1

RECEIVED
MAY 29 2021
OFFICE OF THE AUDITOR
PHILIPPINE CARABAO CENTER

BY: Franz Jimeno

PHILIPPINE CARABAO CENTER
Office of The Auditor
RECEIVED
AUG 26 2021
BY: [Signature]

- (e) No employee-employee relation shall exist between the Entity and the Highly Technical Consultant.
- (f) The obligation, rights and privileges hereunder may be assigned or transferred to either party without the written consent of the other.
- (g) If changes under this Agreement increase or decrease contracted services as provided in the scope of work, the parties shall agree in writing to adjust the contract price, time or both. Changes in contract price shall only include additional cost for changes in scope of work.
- (h) In the event the Highly Technical Consultant is unable to complete the Project and subject to the Section of Force Majeure, and in addition to other rights provided under this Agreement, The Entity may suspend all further disbursement of funds.

6. Ownership of Project Assets

- (a) All intellectual property rights arising from this Agreement shall be jointly owned by the Entity and the Highly Technical Consultant. Either the Entity or the Highly Technical Consultant may release the output of this Agreement to any third party with proper acknowledgement of the party's joint ownership.

7. Reimbursement of Expenses

- (a) The Entity shall pay the Highly Technical Consultant actual and reasonable and customary out-of-pocket expenses for Services rendered under this Agreement.
- (b) Out-of-Pocket expenses shall consist the following types of expenses reasonably incurred by the Consultant in the performance of the services:
- (c) Cost of necessary travel, including transportation by the most appropriate means and the most direct practicable route. In the case of air travel, it will be economy class.
- (d) Cost of international communication such as use of telephone, telefax and facsimile, required for the purpose of the services.
- (e) Cost of printing and dispatching of the Reports required under this Agreement.
- (f) Cost of such further items (accommodation, meals, tokens) required for the purpose of this Agreement, which the Entity considers eligible for reimbursement.
- (g) The Highly Technical Consultant shall endeavor to secure the prior written consent of The Entity before any travel or any out-of-pocket expenses exceeding Twenty Thousand Philippine Peso (P 20,000.00).

8. Non-Disclosure

- (a) The Highly Technical Consultant should not communicate confidential information learned under this Agreement or recommendations formulated as a result hereof without the Entity's prior written consent. The obligation of confidentiality survives the termination of this Agreement

9. Force Majeure

- (a) If one party is temporarily unable to meet any of its obligation under this Agreement due to force major, a written notice shall be sent to the other within fifteen (15) days from its occurrence, in which case such obligation of the party shall be suspended for the duration of the force majeure. Neither party shall be liable for the losses, damages or delays due to force majeure. Force majeure includes Acts of God, strikes, war, riot, earthquake, storm, flood, civil disturbances, government action, or other circumstances reasonably beyond control of either party.



10. **Suspension and Termination**

(a) The Entity may, by notice of the Highly Technical Consultant, suspend in whole or in part, the disbursement of fund hereunder if the Highly Technical Consultant should have failed to carry out any of its obligations under this Agreement, or may other condition has arisen which, in the reasonable opinion of the Entity, interferes or threatens with the successful carrying out of the Services or the accomplishment of the purposes of this Agreement.

(b) In the event of a major delay in the implementation of the Services:

- i. The Entity may suspend the payments as schedules. In the event, the Highly Technical Consultant shall prepare a modified budget and payment schedule for written approval of the Entity. Payment shall resume in accordance with the modified schedule.
- ii. The Entity may terminate this Agreement by written notice to the Highly Technical Consultant a period of fourteen (14) calendar days; or
- iii. If the Highly Technical Consultant is in default of any term of the Highly Technical Consultant or failed to provide correct information on rates relating to the Agreement; or
- iv. If The Entity determines, in its sole discretion, that Highly Technical Consultant has engaged in corrupt or fraudulent practices; or
- v. at any time at the option of the Entity, upon not less than thirty (30) days' notice of its intentions to terminate.

(c) The Highly Technical Consultant may, by written notice to the Entity, terminate this Agreement if:


- i. Payments are not received within thirty (30) days after the due dates, and such default has not been remedied in fifteen (15) calendar days after the notice has been given by the Highly Technical Consultant to the Entity.
- ii. In the case of force majeure, if such continued for thirty (30) calendar days after the Highly Technical Consultant has been relieved of its obligation in accordance with the provision of Section 8 on Force Majeure.

(d) In the event of pre-termination or recession of this Agreement, the Highly Technical Consultant should take immediate actions to bring the Services to a close in a prompt and orderly manner and keep expenses to a minimal. The Highly Technical Consultant is entitled to payment proportionate to work performed. Termination of this Agreement shall receive either party of obligation arising prior to such termination.

11. **Miscellaneous**

- (a) Any legal action arising from or out of this Agreement shall be brought in the proper court of Nueva Ecija.
- (b) The Agreement constitute the entire agree between parties. The Agreement may not be amended or modified and none of its provision may be waived, except by prior notice signed by an authorized officer of each party.
- (c) Notices and other communications shall be received upon actual delivery of complete facsimile addressed to the parties as follows:

TO PCC, if by mail or by delivery to its principal place of business	RONNIE D. DOMINGO OIC, Executive Director
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3



	Philippine Carabao Center National Headquarter & Genepool, Science City of Munoz, Nueva Ecija
To PCC, if by facsimile:	Telefax: (044) 456 0731
TO LIBERTADO C. CRUZ, if by mail or by delivery to its principal place of business	Brgy. Magtanggol, Science City of Munoz, Nueva Ecija

12. Term of Agreement

The completion of the Works is required within six (6) months days after receipt of Notice to Proceed.

- (a) **Start Date:** July 7, 2021
- (b) **End Date:** December 31, 2021 or upon submission and acceptance of PCC of the deliverables

13. Term of Payment

- (a) In consideration of the payments to be made by the Entity to the Highly Technical Consultant as hereinafter mentioned, the Highly Technical Consultant hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
- (b) The Entity hereby covenants to pay the Highly Technical Consultant in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
- (c) The Entity shall pay the Highly Technical Consultant released in the following terms (valid for the period of contract covered):

25% Accomplishment	Provide technical and administrative overview on the Carabao Development Program Implementation amidst Mandanas Ruling	P 100,000.00
25% Accomplishment	Continuous representation of PCC to KOICA Philippines for International Funding and Partnership Development	100,000.00
25% Accomplishment	Development of Carabao Roadmap anchored in the Value Chain Analysis and determine the gaps and opportunities of the Genetic Improvement of Buffaloes for Meat	100,000.00
25% Accomplishment	Lead in the Crafting of Project Proposals for the production and utilization of the Sexed Semen for Milk and for meat	100,000.00
GRAND TOTAL		P 400,000.00

- (d) The Consultant shall make the necessary personal tax filings and payments.
- (e) All payment by PCC shall be made to the account of the Consultant as follows:

4

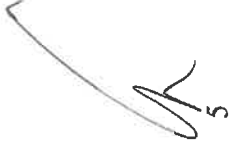


Account Name:	DR. LIBERTADO C. CRUZ
Bank Name:	Land Bank of the Philippines - Munoz, Nueva Ecija Branch
Bank Address:	Science City of Munoz, Nueva Ecija
Account No.:	0702000246

(f) Final payment shall be made by the Entity only after the final reports as approved by the Entity in writing and the final statement of eligible costs has been submitted by the Highly Technical Consultant and approved by the Entity.

14. The following documents shall be deemed to form, and be read and construed as part of this Agreement, to wit:


- (a) Notice to Proceed
- (b) Notice of Award
- (c) BAC Resolution



CONTRACT NO: 2021 45

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

PHILIPPINE CARABAO CENTER

By: 
RONNIE D. DOMINGO
OIC, Executive Director

HIGHLY TECHNICAL CONSULTANT


LIBERTADO C. CRUZ
Highly Technical Consultant

Signed in the presence of:


ERICSON DELA CRUZ
OIC, Chief, PIMD


ALVIN V. DAVID
Witness

Certified Funds Available:


CHERRY PEARL C. RIVERA
Accountant
02-5001-08-6674
P 400,000.00



CONTRACT NO: 2021 45

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Science City of Muñoz, Nueva Ecija

BEFORE ME, a Notary Public for and in _____, personally appeared **DR. RONNIE D. DOMINGO**, OIC, Executive Director, with Community Tax Certificate No./PCC ID No. PCC 210201 representing the **PHILIPPINE CARABAO CENTER** in this Agreement and **DR. LIBERTADO C. CRUZ**, with Community Tax Certificate No. _____ issued on **SEP 14 2021** at **Science City of Muñoz, Nueva Ecija**, who have executed the foregoing Agreement which consists of seven (7) pages including this page on which this Agreement is written, and who admitted to me and before their witnesses that this instrument is of their true, free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this _____ day of **SEP 14 2021** _____ 20 _____


SUBSCRIBED AND SWORN TO

BY ONE ME THIS SEP 14 2021

AT Science City of Muñoz, Nueva Ecija

NOTARY PUBLIC

Doc. No.: 4
Page No.: 2
Book No.: XII
Series of 20 21


ATTY. MAURINE FE N. URBANO-BALMICO
NOTARY PUBLIC
UNITED: DECEMBER 31, 2022
ROLL OF ATTORNEYS NO. 71537
PTR OR NO. 7643004 / JAN. 4, 2021
IBP OR NO. 137209 / DEC. 29, 2020
MCLE COMPLIANCE NO. VI-0027579 / JUN 27, 2019
CMP BLDG., BAYUGA ST., POR. EAST
SCIENCE CITY OF MUÑOZ, NUEVA ECJIA





Department of Agriculture
PHILIPPINE CARABAO CENTER
CERTIFIED: ISO 9001 | ISO 14001 | OHSAS 18001

CONTRACT NO: 2021.45

NOTICE OF AWARD

JUL 07 2021

DR. LIBERTADO C. CRUZ
Brgy Magtanggol, Science City of Munoz, Nueva Ecija

Dear Dr. Cruz;

Please be informed that based on the result of our evaluation of your offer to execute **TECHNICAL SERVICES/ADVISER FOR INSTITUTIONAL DEVELOPMENT** the Total Contract Price of equivalent **FOUR HUNDRED THOUSAND PESOS (P 400,000.00)** with the delivery schedules indicated in your bid proposals, we are happy to notify you that your offer is acceptable to us and hereby awarded you the project.

In view thereof, kindly signify your conforme by affixing your signature on the space provided below.

Very truly yours,


RONNIE D. DOMINGO
OIC, Executive Director

Conforme:



(Bidder/Authorized Representative)

Date: JUL 07 2021



Department of Agriculture
PHILIPPINE CARABAO CENTER
CERTIFIED ISO 9001:15C 14001 | OHSAS 18001

CONTRACT NO: 2021 45

NOTICE TO PROCEED

JUL 07 2021

DR. LIBERTADO C. CRUZ
Brgy Magtanggol, Science City of Munoz, Nueva Ecija

Dear **Dr. Cruz**;

The attached Contract Agreement having been approved, notice is hereby given to **DR. LIBERTADO C. CRUZ** that work may commence to be completed within the arranged schedule for the **TECHNICAL SERVICES/ADVISER FOR INSTITUTIONAL DEVELOPMENT** effective upon acknowledgement of this notice, subject to such additional time for the completion of the work as may be allowed by the Agency.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the implementation schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below, keep one copy and return the other to the Philippine Carabao Center.

Very truly yours,


RONNIE D. DOMINGO
OIC, Executive Director

Acknowledged:

DR. LIBERTADO C. CRUZ
Date: JUL 07 2021



Department of Agriculture
PHILIPPINE CARABAO CENTER
CERTIFIED ISO 9001 | ISO 14001 | CHSAS 18001

BAC RESOLUTION NO. 2021-488

RECOMMENDING AWARD OF CONTRACT FOR THE TECHNICAL SERVICES/ADVISER FOR INSTITUTIONAL DEVELOPMENT

WHEREAS, on 1 July 2021, OIC, Executive Director **RONNIE D. DOMINGO**, as Head of Procuring Entity (HOPE), approved the revised Annual Procurement Plan (APP) of the agency upon favorable recommendation of the Bids and Awards Committee (BAC);

WHEREAS, included in the APP is **TECHNICAL SERVICES/ADVISER FOR INSTITUTIONAL DEVELOPMENT** to be undertaken through Section 53.7 (Negotiated Procurement (NP)- Highly Technical Consultants) of the Revised Implementing Rules and Regulations of Republic Act No. 9184 under the GAA Fund;

WHEREAS, Highly Technical Consultants may be resorted to in case of individual consultants engaged to do the work that is: (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant;

WHEREAS, the need to engage an institutional adviser arise due to recent developments that calls for the technical expert that has a thorough understanding of the livestock industry specifically in the nature of buffalo production and management and dairying namely:

- 1) Provide technical and administrative overview of the Carabao Development Program Implementation amidst Mandanas Ruling;
- 2) Continuous representation of PCC to KOICA Philippines for International Funding and Partnership Development;
- 3) Development of Carabao Roadmap anchored in the Value Chain Analysis and determine the gaps and opportunities of the Genetic Improvement of Buffaloes for Meat; and
- 4) Lead in crafting of proposal for the production and utilization of the Sexed Semen for milk and for meat.

WHEREAS, PCC has no available competencies at the moment, and thus has decided to source services of a highly technical consultant

WHEREAS, the **TECHNICAL SERVICES/ADVISER FOR INSTITUTIONAL DEVELOPMENT** has the following Approved Budget for the Contract (ABC) as follows:

Item No.	Item Description	ABC per Line Item/Lot (P)
1	TECHNICAL SERVICES/ADVISER FOR INSTITUTIONAL DEVELOPMENT	P 400,000.00

WHEREAS, on 7 July 2021 pursuant to RA 9184, the BAC has undertaken the negotiation with the individual consultant **DR. LIBERTADO C. CRUZ** based on the Terms of Reference prepared by the end-user;

*A food-secure Philippines
with prosperous farmers and fisherfolk*



WHEREAS, DR. LIBERTADO C. CRUZ, is an expert in the field of Animal Science and Repro-biotechnology, works in various Livestock industry-related Agencies and published scientific papers/reports specifically on the nature of buffalo production and management;

WHEREAS, the said consultant will be paid based on the professional fee as per attached quotation.

WHEREAS, the report containing the results of the TWG evaluation is attached hereto and made an integral part hereof.

NOW, THEREFORE, WE, the Members of the **BIDS AND AWARDS COMMITTEE** after duly considering the recommendations of the TWG, hereby resolve to recommend to the Head of the Procuring Entity for his considerations and approval of the contract to **DR. LIBERTADO C. CRUZ** be awarded the contract for the **TECHNICAL SERVICES/ADVISER FOR INSTITUTIONAL DEVELOPMENT** in the amount of **Four Hundred Thousand Pesos (P 400,000.00)**;

This resolution shall take effect immediately.

APPROVED this 7th day of July, 2021 at Philippine Carabao Center, National Headquarters and Gene Pool, Science City of Munoz, Nueva Ecija.

BIDS AND AWARDS COMMITTEE


LERMA C. OCAMPO
Vice Chairperson


ERIC F. PALACAPAC
Chairperson



JEFFREY JEROME M. BALAOING
Member


AIMEET. FULGENCIO
Member


ESTER B. FLORES
Member

Attested by:

NOEMI V. BALAIS
Head, BAC Secretariat

Approved by:

RONNIE D. DOMINGO
OIC, Executive Director

