

CONTRACT AGREEMENT

THIS AGREEMENT, made this AUG 23 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

**MR. JULIUS CAESAR FERNANDO CABADING**, a Filipino citizen, of legal age, and with postal address at CLSU, Brgy Bantug, Science City of Munoz, Nueva Ecija hereinafter called the "SERVICE PROVIDER").

WHEREAS, the Entity is desirous that the Service Provider execute **PROFESSIONAL AND TECHNICAL SERVICES FOR VARIOUS PASTURE DEVELOPMENT PROJECTS** (hereinafter called "the WORKS") and the Entity has accepted the offer for **THREE HUNDRED THOUSAND PESOS (P 300,000.00)** by the Service Provider 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 a highly technical and certified Hydroponics Aquaponics and Aquaculture expert who agrees to render services as consultant, mentor and coach to various PASTURE Development Projects of Operations and, Research and Development Division (RDD) particularly in "Gatas, Isda, Gulay at Karne (GIGK) Project", and which work is not performed by The Entity's regular personnel.
2. That the Service Provider has signified his intention to which the Entity has accepted to provide service needed by the latter;
3. That the Service Provider hereby possess the requisite education, experience, qualifications, skills, training and resources required to perform the job as described herein;
4. That the Service Provider attest that he is not related within third degree of consanguinity and affinity to the signatories of this contract nor has been previously dismissed from any government service.

5. **Scope of Works:**

- (a) Shall coordinate directly to the Operations Division when requested or mutually agreed upon schedule, to ensure the establishment and implementation of the project/program on scheduled time with appropriate direction and content;
- (b) Assist in crafting the Agency's PASTURE development masterplan;
- (c) Identify and evaluate existing systems and ponds of the Agency and other areas suitable for Hydroponics, Aquaponics, Drip Irrigation, Swale Development, Aquaculture, Indoor or Urban Farming/Gardening, Agro-Tourism Development and other related Projects to support the following:

- i. GIGK Project
- ii. Carabao-based Enterprise Development (CBED) Program;

- (d) Prepare science-based recommendations/interventions, design and construct sustainable models for:

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PHILIPPINE CARABAO CENTER  
Office of The AUDITOR

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BY:

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- i. Water and agricultural waste management system
- ii. Hydroponics, Aquaponics, Drip Irrigation, Swale Development, Aquaculture, Indoor or Urban Farming/Gardening, Agro-Tourism Development and other suitable technologies.
- (e) Assist in preparation and writing of relevant Research proposals;
- (f) Train, coach and mentor project co-implementers by conducting at least one (1) coaching and mentoring session per month with Operations and RDD staff.
- (g) Shall serve as facilitator in the conduct of field demonstration or exhibits featuring the developed technologies.
- (h) Shall consider all issues and concerns relevant to the subject matter and submission of status of the project/program through electronic mail to the Entity through the Head of Operations;
- (i) Shall ensure that facts and figures contained in the reports are accurate and literatures are properly cited particularly in the technical contents of the report.
- (j) Perform other tasks relevant to the above mentioned activities and as required by the Project supervisor.

6. **Other Terms and Conditions**

- (a) The Service Provider will make himself available to present the final reports before the Entity officials and relevant entities when necessary.
- (b) No employee-employee relation shall exist between the Entity and the Service Provider.
- (c) The entity through the Head of Operations or his authorized representative, shall be responsible in the coordination should there be need for relevant information/data, scheduling of activities, travel requirements, logistical arrangements, as well as to provide for other related expenses (subject to existing accounting and auditing rules and regulations), to ensure timeliness and avoid miscommunications.
- (d) The Service Provider shall be entitled to reimburse all pre-approved expenses reasonably incurred in the performance of the services, including per diems whenever required to travel, chargeable against the funds set aside for this purpose, subject to existing accounting and auditing rules and regulations.

7.

**Ownership of Project Assets**

- (a) The documents prepared and furnished by the Service Provider to the Entity are property of the Agency and shall comply with the PCC Intellectual Property Policy and its implementing guidelines, and specifically to: Disclose promptly to the PCC and Intellectual Property of any information thereto which he may solely or jointly with other discoveries, generate or create in the performance of this agreement.

8. **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.



9. **Suspension and Termination**

(a) The Entity may, by notice of the Service Provider, suspend in whole or in part, the disbursement of fund hereunder if the Service Provider 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 Service Provider 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 Service Provider a period of fourteen (14) calendar days; or
- iii. If the Service Provider is in default of any term of the Service Provider or failed to provide correct information on rates relating to the Agreement; or
- iv. If The Entity determines, in its sole discretion, that Service Provider 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 Service Provider 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 Service Provider to the Entity.
- ii. In the case of force majeure, if such continued for thirty (30) calendar days after the Service Provider has been relieved of its obligation in accordance with the provision of Section 9 on Force Majeure.

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

10. **Term of Agreement**

The completion of the Works is required within three (3) months days after receipt of Notice to Proceed.

11. **Term of Payment**

- (a) In consideration of the payments to be made by the Entity to the Service Provider as hereinafter mentioned, the Service Provider 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 Service Provider 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 Service Provider released in the following terms (valid for the period of contract covered):

<p><i>1<sup>st</sup> Accomplishment</i>                  Prepare recommendations and concrete plan on waste management and disposal on CDCPF and Milka Krem respectively;                  Prepare design and detailed engineering works for kiosk to be used by PMU in Kadiwa ni Ani at Kita program of PCC;                  Prepare plans and design on the proposed fountain in the CDCPF;</p>	<p>P 100,000.00</p>
<p><i>2<sup>nd</sup> Accomplishment</i>                  Other Task assigned by OIC Executive Director                  Prepare plans and design on the automated disinfection area at PCC main gate;                  Assist in the preparation of plans and design of automated fodder production system at National Geneepool;                  Assist in the planning, design and implementation of irrigation system and site development plan of PCC regional center forage areas;</p>	<p>100,000.00</p>
<p><i>3<sup>rd</sup> Accomplishment</i>                  Other Task assigned by OIC Executive Director                  Provide plans, design and program of works of hydroponics and aquaponics projects in the PCC national headquarters;                  Attend meetings and orientations regarding the project implementations;                  Train and supervise PCC staff in hydroponic, aquaponics, and irrigation system technologies;                  Other Task assigned by OIC Executive Director</p>	<p>100,000.00</p>
<p><b>GRAND TOTAL</b></p>	<p><b>P 300,000.00</b></p>

(d) The Consultant shall make the necessary personal tax filings and payments.

(e) Final payment shall be made by the Entity only after the final reports as approved by the Entity in writing has been submitted by the Service Provider and approved by the Entity.

12. 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

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

PHILIPPINE CARABAO CENTER

SERVICE PROVIDER

By: 

**RONNIE D. DOMINGO**  
OIC-Executive Director

  
**JULIUS CAESAR FERNANDO CABADING**  
Service Provider

Signed in the presence of:

  
**CARLO B. SAICES**

Deputy Executive Director,  
For Administration and Finance

\_\_\_\_\_  
Witness

Certified Funds Available:

  
**CHERRY PEARL RIVERA**  
Accountant

02 - 2021-09 - 1878  
₱ 200,000



ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for **Science City of Muñoz, Nueva Ecija**, personally appeared **DR. RONNIE D. DOMINGO**, Executive Director, with Community Tax Certificate No./PCC ID No. 210201 representing the **PHILIPPINE CARABAO CENTER** in this Agreement and **MR. JULIUS CAESAR FERNANDO CABADING**, with Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, who have executed the foregoing Agreement which consists of five (5) 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 JAN 06 day of 2022, 20

**ANNIE B. BALMEO**  
**NOTARY PUBLIC FOR AND IN THE PROVINCE OF NUEVA ECIJÁ**  
UNTIL DECEMBER 31, 2022  
SERIAL NOTARY PUBLIC NO. \_\_\_\_\_  
CWP 0109, CALAYETA ST., POB. EAST  
SCIENCE CITY OF MUÑOZ, NUEVA ECIJÁ  
ATTORNEY'S REG. NO. 75797  
PTR OR No. 08923977 JAN 9, 2021, NUEVA ECIJÁ  
IBP OR No. 171261/DEC 23, 2021  
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**NOTICE OF AWARD**

DATE:

**JULIUS CAESAR FERNANDO CABADING**  
CLSU, Science City of Muñoz, Nueva Ecija  
09159590301 | raseacj\_061060@yahoo.com

**Dear Mr. Cabading;**

Please be informed that based on the result of our evaluation of your offer to execute **PROFESSIONAL AND TECHNICAL SERVICES FOR VARIOUS PASTURE DEVELOPMENT PROJECTS** the Total Contract Price of equivalent **THREE HUNDRED THOUSAND PESOS (P 300,000.00)** 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: 03 July 2022





**NOTICE TO PROCEED**

DATE:

**JULIUS CAESAR FERNANDO CABADING**  
CLSU, Science City of Muñoz, Nueva Ecija  
09159590301 | raseacj\_061060@yahoo.com

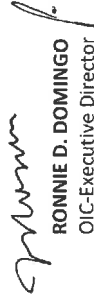
Dear Mr. Cabading;

The attached Contract Agreement having been approved, notice is hereby given to **JULIUS CAESAR FERNANDO CABADING** that work may commence to be completed within five (5) months for **PROFESSIONAL AND TECHNICAL SERVICES FOR VARIOUS PASTURE DEVELOPMENT PROJECTS** 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:

**JULIUS CAESAR FERNANDO CABADING**

Date: 03 JUN 2022





**TERMS OF REFERENCE**  
**Professional and Technical Services for Various Pasture Development Projects**

**I. Services**

As Professional Service Provider for the Competency Development Program for the Philippine Carabao Center, his/her overall assignment includes the following:

- A. Prepare plans and design on the automated disinfection area at PCC main gate.
- B. Prepare recommendations and concrete plan on waste management and disposal on CDCPF and Milka Krem respectively
- C. Assist in the preparation of plans and design of automated fodder production system at National Genepool
- D. Assist in the planning, design and implementation of irrigation system and site development plan of PCC regional center forage areas.
- E. Prepare design and detailed engineering works for kiosk to be used by PMU in Kadiwa ni Ani at Kita program of PCC
- F. Provide plans, design and program of works of hydroponics and aquaponics projects in the PCC national headquarters.
- G. Prepare plans and design on the proposed fountain in the CDCPF
- H. Attend meetings and orientations regarding the project implementations
- I. Train and supervise PCC staff in hydroponic, aquaponics, and irrigation system technologies
- J. Task assigned by OIC Executive Director

**2. Term**

The **Professional Service Provider** shall perform the Services during the month period **December 2021 to, March 2022** but may be mutually terminated by both the **PCC** and the **Professional Service Provider** at any time for any valid reason.

**3. Compensation**

For Services rendered pursuant to the stated Services, and approved by the Executive Director, the **PCC** shall pay the Professional Service Provider an amount of **Two Hundred Thousand Pesos (P.300,000.00)** divided into three payments based on the following accomplishments:



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Accomplishment	Payment
<p>Prepare recommendations and concrete plan on waste management and disposal on CDCPF and Milka Krem respectively</p> <p>Prepare design and detailed engineering works for kiosk to be used by PMU in Kadiwa ni Ani at Kita program of PCC</p> <p>Prepare plans and design on the proposed fountain in the CDCPF</p> <p>Task assigned by OIC Executive Director</p>	<p>PhP 100,000 (33.33%)</p>
<p>Prepare plans and design on the automated disinfection area at PCC main gate.</p> <p>Assist in the preparation of plans and design of automated fodder production system at National Genepool</p> <p>Assist in the planning, design and implementation of irrigation system and site development plan of PCC regional center forage areas</p> <p>Task assigned by OIC Executive Director</p>	<p>PhP 100,000.00 (33.33%)</p>
<p>Provide plans, design and program of works of hydroponics and aquaponics projects in the PCC national headquarters.</p> <p>Attend meetings and orientations regarding the project implementations</p> <p>Train and supervise PCC staff in hydroponic, aquaponics, and irrigation system technologies</p> <p>Task assigned by OIC Executive Director</p>	<p>PhP 100,000.00 (33.33%)</p>




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**4. Project Administration**

The **Professional Service Provider** shall directly report to the Operations Unit and Office of the Executive Director for the duties under this Contract. The Executive Director shall be responsible for the acceptance and approval of the detailed technical contents of the Professional Service Provider's report and recommend payment for the Services rendered by the Professional Service Provider.

**5. Intellectual Property Policy**

The **Professional Service Provider** shall comply with the PCC Intellectual Property Policy and its implementing guidelines, and specifically to: Disclose promptly to the PCC and intellectual property or any information thereto which he may solely or jointly with other discoverers, generate or create in the performance of this contract.

**6. Independent Contractor**

The **Professional Service Provider** agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Professional Service Provider and the PCC. PCC, however, is not precluded from granting incentives due to excellent organizational performance from time to time, provided the grant of such incentives shall not be construed as to have established an employer-employee relationship between the PCC and the Professional Service Provider; subject to availability of funds, and the existing auditing rules and regulations.



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**RECOMMENDING AWARD OF CONTRACT FOR THE PROFESSIONAL AND TECHNICAL SERVICES FOR VARIOUS PASTURE DEVELOPMENT PROJECTS**

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

**WHEREAS**, included in the APP is the **PROFESSIONAL AND TECHNICAL SERVICES FOR VARIOUS PASTURE DEVELOPMENT PROJECTS** to be undertaken through Section 53.9 (Small Value Procurement) of the Revised Implementing Rules and Regulations of Republic Act No. 9184 under the GAA Fund;

**WHEREAS**, the **PROFESSIONAL AND TECHNICAL SERVICES FOR VARIOUS PASTURE DEVELOPMENT PROJECTS** has the following Approved Budget for the Contract (ABC) as follows:

Item No.	Item Description	ABC per Line Item/Lot (P)
1	PROFESSIONAL AND TECHNICAL SERVICES FOR VARIOUS PASTURE DEVELOPMENT PROJECTS	P 300,000.00

**WHEREAS**, on 14 August 2021, the BAC thru its Secretariat/Procurement Office, initiated the procurement activity by sending/posting Request for Quotation (RFQs) to PhilGEPS/various suppliers;

**WHEREAS**, only **JULIUS CAESAR FERNANDO CABADING** has submitted their respective quotation/proposal before the deadline of submission;

**WHEREAS**, various suppliers were also requested to submit their respective quotations (see attached);

**WHEREAS**, the Technical Working Group (TWG) determined that based on the financial proposal submitted by the sole supplier, **JULIUS CAESAR FERNANDO CABADING**, has submitted the single calculated quotation for the project;

**WHEREAS**, as per Annex "F" CONSOLIDATED GUIDELINES FOR ALTERNATIVE METHODS OF PROCUREMENT, Small Value Procurement Procedure (ii) states that:

"The BAC shall prepare and send the RFQs to at least three (3) suppliers, contractors or consultants of known qualifications. This notwithstanding, those who respond through any of the required postings shall be allowed to participate. "Receipt of at least one (1) quotation is sufficient to proceed with the evaluation thereof".

**WHEREAS**, upon review and evaluation of the compliance with the technical requirements of the procurement at hand, the TWG recommended to declare **JULIUS CAESAR FERNANDO CABADING** as the single calculated and responsive quotation;

**WHEREAS**, the report containing the results of the TWG evaluation is attached hereto as **Annex "A"**, and made an integral part hereof;

*[Handwritten Signature]*  
*A food-secure and resilient Philippines*  
*with empowered and prosperous farmers and fisherfolk*

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 **JULIUS CAESAR FERNANDO CABADING** for the **PROFESSIONAL AND TECHNICAL SERVICES FOR VARIOUS PASTURE DEVELOPMENT PROJECTS** in the amount of **Three Hundred Thousand Pesos (P 300,000.00)**.


This resolution shall take effect immediately.

**APPROVED** this 23rd day of August, 2021 at Philippine Carabao Center, National Headquarters and Gene Pool, Science City of Muñoz, Nueva Ecija.

**BIDS AND AWARDS COMMITTEE**

  
**LERMO OCAMPO**  
Vice Chairperson

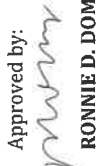
  
**ERIC P. PALACAPAC**  
Chairperson

  
**AIMEE T. PULGENCIO**  
Member

  
**JEFFREY JEROME M. BALAOING**  
Member

  
**ESTER B. FLORES**  
Member

Attested by:  
  
**MEMI V. BANLAIS**  
Head, BAC Secretariat

Approved by:  
  
**RONNIE D. DOMINGO**  
OIC, Executive Director