



DOST-PCAARRD

Department of Science and Technology

**PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES
RESEARCH AND DEVELOPMENT**

ISO 9001:2015



Certificate No. AJA13-0034

OFFICE OF THE EXECUTIVE DIRECTOR

July 29, 2019

Notice to Proceed

MR. JOSE REY ALO
#1 Senior Staff House
PCAARRD Compound
Los Baños, Laguna

Dear **Mr. Alo**:

Under the terms and conditions of the attached Contract of Agreement, and in accordance with the implementation schedule, you are responsible for the delivery of consultancy services for the project "Mainstreaming Knowledge Management for the Agriculture, Aquatic and Natural Resources Sector (KM4AANR)" program in the total amount of SEVEN HUNDRED NINETY THOUSAND PESOS (PhP 790,000.00).

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 PCAARRD-MISD.

Very truly yours,


REYNALDO V. EBORA
Acting Executive Director

I acknowledge receipt of this Notice on JULY 30, 2019

Name of the Representative of the Bidder JOSE REY Y. ALO

Authorized Signature 

Los Baños, Laguna, Philippines 4030

Tel. Nos. (63) (49) 554-9680 to 84; 536-0014; 536-1956; 536-2305; 536-2383; 536-5907; 536-6980; 536-7927

Manila Liaison Office: 2F Metrology Center, ITDI-DOST, Bicutan, Taguig City / Tel. No. (63) (02) 837-1651

E-mail: pcaarrd@pcaarrd.dost.gov.ph / <http://www.pcaarrd.dost.gov.ph>

Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
Philippine Council for Agriculture, Aquatic and Natural Resources Research and Development
Los Baños, Laguna

AGREEMENT FOR CONTRACTING SERVICES

This agreement is entered into by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT (PCAARRD)** hereinafter referred to as the **PROCURING ENTITY**, with principal office address at Los Baños, Laguna, Philippines, represented herein by its Acting Executive Director, **DR. REYNALDO V. EBORA**;

-and-

MR. JOSE REY Y. ALO, duly registered at the PhilGEPS as Individual Local Consultant, with principal address at No. 1 Senior Staff House, Javier Heights, PCAARRD Compound, and hereby referred to as the **CONTRACTOR**;

WITNESSETH:

WHEREAS, the **PROCURING ENTITY** engages the services of a knowledge management (KM) consultant for the "Mainstreaming Knowledge Management for the Agriculture, Aquatic and Natural Resources Sector (KM4AANR)" program to assist PCAARRD in developing AANR knowledge nodes in the R&D consortia through: review and assessment of existing KM systems; KM workshops; KM enabling policies; and a sustainability plan.

WHEREAS, the Contractor was duly awarded the contract in compliance with Republic Act No. 9184 and its IRR;

WHEREAS, the Contractor has agreed to perform the services herein after contracted, providing all scope of services as specified herein;

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereby agree to the following terms and conditions:


**ARTICLE I
SERVICES**


1.01 Scope of Services:

The Contractor's service contract shall be done in eighteen (18) months, reckoned from the date of the Contractor's receipt of the Notice to Proceed. Specifically, the Contractor is expected to conduct the following:

1.01.01 Review of PCAARRD and the R&D Consortia (via document reviews, key informant interviews)

To acquire organizational strategic information and identify organizational processes. To identify the organization's relevant processes that contain useful knowledge to be managed and to measure the performance of the knowledge processes within such processes


CAROLINA T. BOSQUE
Chief Accountant
DOST-PCAARRD



RENIRO VINICE P. ALO
Technical Developer
DOST-PCAARRD


RICHARD E. AMANSEC
Director, MISD
DOST-PCAARRD


JOSE REY Y. ALO
Consultant
DOST-PCAARRD



REYNALDO V. EBORA
Acting Executive Director
DOST-PCAARRD

- 1.01.02 Benchmarking, assessment of PCAARRD's and the Consortia's KM level of maturity (via consultative workshops, questionnaires, interviews, discussions)
To determine the current state of KM across PCAARRD's R&D consortia and its member agencies and to establish a uniform concept of KM
To identify common challenges and needs in the AANR sector that can be supported by KM.


CAROLINA T. BOSQUE
Chief Accountant
DOST-PCAARRD

- 1.01.03 Knowledge audit and mapping (via KM workshops)
To evaluate existing knowledge resources consortia-wide and to determine which ones to add; to determine what data/information is generated, its source and format.

- 1.01.04 Development of a common template/content for the consortia knowledge nodes
To determine the common template, contents and facilities that will be made available in the consortia knowledge nodes.


RENIRO VINICE P. ALO
Technical Developer
Studio of Secret Six, Inc

- 1.01.05 Crafting of Enabling Policies and framework for the KM4AANR
Draft a consortia-wide enabling policy and framework for the KM for AANR. This shall be presented to the consortia officials and the PCAARRD Directors' Council for approval. The final Policy shall be signed by all officials.

- 1.01.06 Development of a KM Sustainability Plan
To ensure the sustainability of KM beyond the project duration, the Contractor shall develop a sustainability plan.


RICHARD E. AMANSEC
Director, MISD
DOST-PCAARRD

1.02 Reports and Time Schedule:

- 1.02.01 A Project Manager (PM) from the Management Information Systems Division (MISD) shall oversee the project and shall prepare a project schedule which will be followed by all parties concerned.

- 1.02.02 Physical presence of the contractor will only be required as scheduled.

- 1.02.03 The Contractor shall adhere to the schedule agreed upon by the Consortium concerned and PCAARRD.

- 1.02.04 The Contractor shall submit Semi-annual, Annual Accomplishment and Completion Report to the Procuring Entity on or before the set deadlines.


JOSE REY Y. ALO
Consultant

- 1.02.05 The Contractor shall provide technical support for one (1) year upon acceptance.

1.03 Data & Information, Local Services, Personnel, and Facilities to be provided by the Procuring Entity:

- 1.03.01 All necessary data and information will be provided by the Procuring Entity as covered the Intellectual Property Agreement.

- 1.03.02 The Procuring Entity and the Consortium concerned shall arrange the logistics for the workshops and meetings.

- 1.03.03 The Procuring Entity, thru MISD, shall provide office space for the contractor, as needed.


REYNALDO V. EBORA
Acting Executive Director
DOST-PCAARRD

1.03.04 The Project Manager shall monitor the progress of the project and coordinate all activities between the Contractor and the end users.

1.04 Standard of Services

The Contractor shall fulfill its obligations under this Agreement using his professional skills, expertise and knowledge, and according to the best-accepted professional standards.

The Contractor shall exercise all reasonable skill, care and diligence in the discharge of duties and responsibilities and shall work in the best interest of the Procuring Entity.


CAROLINA T. BOSQUE
Chief Accountant
DOST-PCAARRD

ARTICLE II CONTRACT PAYMENT

2.01 Contract Amount

The Procuring Entity commissions the services of the Contractor in the total amount of **SEVEN HUNDRED NINETY THOUSAND PESOS (PhP790,000.00)** inclusive of government taxes under the following terms and conditions:


RENIJO V. ALONZO
Technical Developer
Studio of Secret Six, Inc

2.02 Schedule of Payment

Payment of services will be by tranches based in the following indicative schedule:

- | | |
|--------------------------|--|
| 1 st Release: | 15% - Upon signing of the contract |
| 2 nd Release: | 35% - Upon completion and delivery of the targets for Y1Q1 subject to the acceptance of the Procuring Entity, through MISD. |
| 3 rd Release: | 30% - Upon completion and delivery of the targets for Y1Q3 and Q4 subject to the acceptance of the Procuring Entity, through MISD. |
| Final Release: | 20% - Upon full delivery of the contract requirements subject to the acceptance of the Procuring Entity, through MISD |


RICHARD E. AMANSEC
Director, MISD
DOST-PCAARRD

2.03 The Contractor shall submit a statement of account for the services rendered with necessary supporting documents in accordance to the project schedule together with the Procuring Entity-approved requirements.

2.04 All payments shall be in the Philippine Pesos and shall be made only to the Contractor subject to availability of funds.


JOSE REY Y. ALO
Consultant

ARTICLE III GENERAL CONDITIONS

3.01 Ownership

The Procuring Entity shall have the sole ownership, copyright and access over all outputs, documents, records and other data and information produced resulting from the conduct of the service. The contractor cannot offer the same application system for other clients without the written consent of the Procuring Entity.

3.02 Confidentiality

The Contractor should treat all information relative to this project with strict confidentiality and for the exclusive use of the Procuring Entity.

The Contractor shall not in any time communicate to any person or entity any information disclosed to them for the purpose of the service or acquired by them directly or indirectly by reason of this contract. The Contractor shall never make public any information as to the findings or results of the services.


REYNALDO V. EBORA
Acting Executive Director
DOST-PCAARRD

3.03 Indemnifications

The Contractor agrees not to hold the Procuring Entity from any and all liabilities, suits, actions, demands, or damages arising from its acts under this Agreement.

3.04 Laws of the Republic of the Philippines

The laws of the Republic of the Philippines shall govern the terms of this Agreement. The contracting parties shall conform to all applicable laws of the same and shall take prompt corrective action with regard to any violation thereof.

3.05 Propriety Right of the Agency

On Records and Other Documents – Reports and all relevant information prepared, compiled or examined in the course of performance of the service shall be the absolute properties of the Procuring Entity in accordance with existing laws and shall not be used by the Contractor for purposes other than what was agreed in this contract.

Corollary, the Procuring Entity shall inform the Contractor of any re-use of subject other than those for which they were intended or prepared under this Agreement. Copies of such documents as required in the TOR shall be turned over to the Procuring Entity upon completion of the service.

3.06 Control and Approval of the Agency

While the Project Manager monitors the project and performs coordination between the Contractor and the End Users, The MISD Director shall provide the final approval and acceptance of the Contractor's deliverables.

3.07 Insurance

The Procuring Entity shall not assume any responsibility with respect to any life, health, accident, travel and other insurance for the Contractor.

3.08 Notice of Delay

Delivery of services shall be made by the Contractor in accordance with the Reports and Time Schedule (1.02). The Project Manager will take note and report causes of and delays thoroughly communicated by the Contractor. The Procuring Entity shall evaluate the situation and may extend the Contractor's time of performance. Otherwise, the delay shall render the Contractor liable to liquidated damages (Clause 56GCC).

3.09 Audits

The claims to be submitted by the Contractor under the provisions of Section 2.02 of Article II of this Agreement shall be subject to review or verification by the Procuring Entity for purpose of payment.

Integration of all Prior Documents, Agreements and Negotiations. This Agreement together with the complete bidding documents submitted by the Contractor expresses all the understanding, promises and covenants of the parties and that it integrates, combines and supersedes all, prior negotiations, understanding and agreements whether written or oral.

3.10 Notarization and Documentation


The costs, expenses and fees that will be incurred in relation to the documentation of this Agreement including notarial fees shall be for the account of the Contractor.

3.11 Validity Clause

If any term or condition of this Agreement is held invalid or contrary to law, the validity of other terms and conditions hereof shall not be affected thereby.

3.12 Warranty

The Contractor hereby warrants that it has not given or promised to give any money or gift to any official or employee of the Procuring Entity of the Government to secure this Agreement. Any violations of this warranty shall be sufficient ground for revocation or cancellation of this Agreement.


CAROLINA T. BOSQUE
Chief Accountant
DOST-PCAARRD


RENJRO VINCE P. ALO
Technical Developer
Studio of Secret Six, Inc


RICHARD E. AMANSEC
Director, MISD
DOST-PCAARRD


JOSE REY Y. ALO
Consultant



REYNALDO V. EBORA
Acting Executive Director
DOST-PCAARRD


ARTICLE IV
SUSPENSION AND TERMINATION

4.01 Suspension and Termination

Either party may suspend in whole or in part the implementation of this agreement in case of default, failure or refusal on the part of the other party to perform its obligations under this Agreement, provided a written notice to this effect has been served on the other party and it failed to rectify the deficiencies five (5) days from receipt thereof. Should the party concerned continually be unable to address the same, the other may completely terminate the agreement. Upon receipt of notice of termination of this Agreement, the Contractor shall take immediate steps to close the services in a prompt and orderly manner, and to reduce expenditure to a minimum.

The Contractor shall be entitled to receive reimbursement costs in full for such termination and reasonable costs to the orderly liquidation of its services upon termination of this agreement, unless the same shall have been occasioned by its own default.


CAROLINA T. BOSQUE
Chief Accountant
DOST-PCAARRD


RENIRO VINCE P. ALO
Technical Developer
Studio of Secret Six

4.02 Force Majeure

If either party is temporarily unable by reason of force majeure to meet any of its obligations under this Agreement, and if such party gives to the other party written notice of the event within ten (10) days after its occurrence, such obligations of the party shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for loss and damages sustained by reason of force majeure or delays arising from such events.

ARTICLE V
EXECUTION

5.01 Effectivity

This Agreement shall be effective upon approval of both parties. The Contractor shall commence the services upon receipt of the Notice to Proceed issued by the Procuring Entity.


RICHARD E. AMANSEC
Director, MISD
DOST-PCAARRD

5.02 Notices and Addresses

All notices called for by the terms of this Agreement shall be effective only at the time of receipt and only when received by the parties to whom they are addressed at the following addresses:

Notice to the Head of the Procuring Entity:

DR. REYNALDO V. EBORA
Acting Executive Director
DOST-PCAARRD, Los Baños Laguna
Tel. (049) 554-9670
E-mail: r.ebora@pcaarrd.dost.gov.ph


JOSE REY Y. ALO
Consultant

Notice to the Contractor

MR. JOSE REY Y. ALO
#1 Senior Staff House, Javier Heights
DOST-PCAARRD, Los Baños, Laguna
Mobile No.0945-570-3888
E-mail: jryalo@gmail.com


REYNALDO V. EBORA
Acting Executive Director
DOST-PCAARRD

All such notices must be in the form of official letters in English language to be sent through mail or by personal delivery. Either party may change the addresses or notices, as provided above, by giving notice to the other party.

5.03 Amendments

No amendments, modifications or alterations to this Agreement shall be valid or binding on either party unless expressed in writing and executed with the same formality as this Agreement.

5.04 Counterparts

This agreement is executed and delivered in two (2) copies, one (1) for the Procuring Entity and one (1) for the Contractor, each of which shall be deemed as original.

ARTICLE VI

CONTRACT VALIDITY

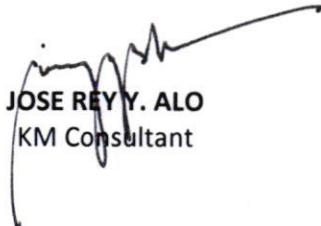
This agreement shall be valid from the date of signing of both parties and will terminate upon completion of both parties' obligations set forth on this contract.

IN WITNESS THEREOF, the parties have hereunto set their hand on JUL 26 2019
at LOS BAÑOS, LAGUNA.


Philippine Council for Agriculture, Aquatic and
Natural Resources Research and Development:



REYNALDO V. EBORA
Acting Executive Director

Contractor:

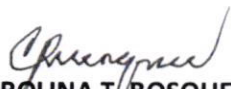

JOSE REY Y. ALO
KM Consultant

WITNESSES


RICHARD E. AMANSEC
Director, MISD


RENGIRO VINCE P. ALO
Technical Developer
Studio of Secret Six, Inc

CERTIFIED FUNDS AVAILABLE


CAROLINA T. BOSQUE
Chief Accountant
DOST-PCAARRD

REPUBLIC OF THE PHILIPPINES}
MUNICIPALITY OF LOS BAÑOS } S.S.

Los Baños Laguna

BEFORE ME, A NOTARY PUBLIC for _____, Philippines, personally appeared on JUL 26 2019 the following, persons presenting to me their respective Competent Evidence of Identity as indicated below:

| <u>NAME</u> | <u>GIID NO.</u> | <u>DATE/PLACE ISSUED</u> |
|-------------------|-----------------|-----------------------------------|
| Reynaldo V. Eborá | S0005685A | 8/17/2017 DFA Manila |
| Jose Rey Y. Alo | D04-80-019047 | 03-13-2018 LTO Calamba, Laguna |

Known to me as the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me and that the same is their free and voluntary act and deed and that of the entities that they respectively represent.

This instrument, consisting of seven (7) pages, including this page whereon this Acknowledgement is written, are signed by the parties together with their instrumental witnesses on each and every page thereof.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date and place first above written.

ATTY. ELENOC PERALTA

Notary Public Until December 31, 2019

Calamba City, Los Baños, Bay, Calauan, Laguna

TR No. 6808834 / 01-03-1982 / No. 32890 / May 1981

IBP No. 060711 / 01-04-19, NotCom. No. 17-2018-C

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