

CONTRACT AGREEMENT

01 OCT 2024

AGREEMENT, made this ___ of _____ 2024 between **Agricultural Training Institute – Regional Training Center VII** of Cabawan District, Tagbilaran City, Bohol, Philippines represented by **GRACIA F. ARADO, PhD** (hereinafter called “the Entity”) of the one part and **ROWELL CLENUAR** of Purok 4, Poblacion, Panglao, Bohol, (hereinafter called “Provider/Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **VIDEO DOCUMENTATION INCLUSIVE OF SHOOTING, EDITING AND PRODUCTION OF THREE (3) FULL VIDEOS: 1) LIVESTOCK RECIPIENT OF AI SA BARANGAY; AND 2) TWO (2) EPISODES OF WEBINAR ON AFRICAN SWINE FEVER (ASF) AND AVIAN BIRD FLU** plus **TWO (2) ONE-MINUTE EACH TEASERS** and **STILL PHOTOS** hereinafter called “Media Production (the works/Services);

WHEREAS, the Provider/Supplier has accepted the Bid by the Supplier for the supply of those goods and services in the sum of **Sixty thousand pesos (Php 60,000.00)** (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Eligibility requirements, documents and/or statements (Curriculum Vitae, BIR Certificate of Registration);
 - (b) BAC Resolution;
 - (c) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (d) Notice to Proceed;
 - (e) Contract documents that may be required by existing laws and/or the Procuring Entity.
3. In consideration of the payments to be made by the Procuring Entity to the Provider/Supplier as hereinafter mentioned, the Provider/Supplier hereby covenants with the Procuring Entity to execute and complete the Works/Services in conformity with the provisions of this Contract in all respects.
4. The Procuring Entity hereby covenants to pay the Provider/Supplier in consideration of the execution and completion of the Works/Services 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.

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


GRACIA F. ARADO, Ph.D.

TCS II

for:


ROWELL CLENUAR

Freelance Videographer

for:


ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____

BEFORE ME. this 01 OCT 2024 at the City/Municipality of _____ personally appeared the above-named persons with their respective Valid Identification cards as shown above, all known to me and to me known to be the same persons who executed the foregoing AGREEMENT, consisting of TWO (2) pages only including the page wherein this acknowledgement is written, the parties and their witnesses having signed on both pages hereof, and who acknowledged and ratified before me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL this 01 OCT 2024 at _____, Philippines.

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ATTY. ADAM RELSON L. JALA
Notary Public for Tagbilaran City, Bohol
NCS. No. 2024-23
Comm. Expires on Dec. 31, 2025
3/F Pamugas Building, J.A. Celin Street
Dampas District, Tagbilaran City, Bohol
Roll No. 53192, IBP 08098, TIN 232-794-746
MCLE COMPL. NO. VII-0027180, valid until 4-14-25
PTR No. 1243851, 11-30-23 for 2024

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY/ MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, ROWELL CLENUAR, of legal age, married, Filipino, and residing at Purok 4, Poblacion, Panglao, Bohol, after having been duly sworn in accordance with law, do hereby depose and state that:

- 1. I am the sole proprietor or authorized representative of PHOTOGRAPHY AND VIDEOGRAPHY SERVICES MOMSPIXEL with office address at Poblacion, Panglao, Bohol;
2. As the owner and sole proprietor, or authorized representative of PHOTOGRAPHY AND VIDEOGRAPHY SERVICES MOMSPIXEL, I have full power and authority to do, execute and perform any and all acts necessary to represent for PROVISION OF VIDEO DOCUMENTATION INCLUSIVE OF SHOOTING EDITING AND PRODUCTION OF THREE (3) FULL VIDEOS AND TWO (2) TEASERS;
3. PHOTOGRAPHY AND VIDEOGRAPHY SERVICES MOMSPIXEL is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. PHOTOGRAPHY AND VIDEOGRAPHY SERVICES MOMSPIXEL is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. I am not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. PHOTOGRAPHY AND VIDEOGRAPHY SERVICES MOMSPIXEL complies existing labor laws and standards; and
8. PHOTOGRAPHY AND VIDEOGRAPHY SERVICES MOMSPIXEL is aware of and has undertaken the following responsibilities as a Bidder:
a) Carefully examine all the Supporting Documents;
b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for PROVISION OF VIDEO DOCUMENTATION FOR THE LIVESTOCK RECIPIENT OF AI SA BARANGAY AND 2-EPISODE WEBINAR ON ASF AND AVIAN FLU.
9. PHOTOGRAPHY AND VIDEOGRAPHY SERVICES MOMSPIXEL did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

01 OCT 2024

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2024 at _____ Philippines.

Signature of Bidder's Representative/Authorized Signatory
01 OCT 2024

SUBSCRIBED AND SWORN to before me in this ___ day of _____ at _____ Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____, with his/her photograph and signature appearing thereon, with no. _____. Witness my hand and seal this ___ day of _____.