# MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF FOREIGN AFFAIRS (DFA) AND MS. CHERELLEE A. GONZALES

# **KNOW ALL PERSONS BY THESE PRESENTS:**

	19 APR 2024	
This Agreement is made and entered into this	day of	, 2024 in the City of
Pasay and between:		

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as "**FIRST PARTY**"), a national government agency of the Philippine Government created by virtue of Commonwealth Act No. 732 dated 03 July 1946, with principal address at 2330 Roxas Boulevard, Pasay City, Metro Manila, Philippines, through its Office of Cultural Diplomacy (OCD) and herein represented by the **Department's Head of Procurement Entity (HOPE) Undersecretary Antonio A. Morales**:

- and **-**

VFG Metal Fabrication Services with the principal address at Sto. Tomas South, Jaen, Nueva Ecija Philippines, represented by its Owner, MRS. CHERELEE A. GONZALES, hereinafter referred to as the "SECOND PARTY".

Collectively referred to herein as the Parties.

# **WITNESSETH**

WHEREAS, the First Party intends to represent the Original Cabinet portfolio of Foreign Relations during the 126th Independence Day Parade, in accordance with the guidelines set by the Cultural Center of the Philippines, National Commission for Culture and the Arts and the National Historical Commission of the Philippines (see "Annex A" for Float Design Guidelines);

WHEREAS, the First Party obtains the services of the Second Party to design a float for the 126th Independence Day Parade (hereinafter referred to as "THE PROJECT") (see "Annex B" for Concept Note) to portray the DFA's historical legacies and contemporary milestones over the years;

**WHEREAS**, the **First Party** retains the full rights to all materials and deliverables submitted by the **Second Party**;

WHEREAS, the First Party will ensure the release of the payment, in three (3) tranches, to the Second Party in the total gross amount of Two Million Pesos Only (PHP 2,000,000.00), inclusive of VAT, taxes, all costs, expenses, not otherwise specifically indicated as being undertaken by the First Party;

WHEREAS, the Second Party will implement the tasks and submit the deliverables to the First Party;

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WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the First Party as provided in BAC Resolution dated 19 April 2024 and made an integral part thereof, the First Party awarded the Memorandum of Agreement to the Second Party. Further, a copy of the Notice of Award is attached herewith and made integral part thereof;

**NOW, THEREFORE,** for and in consideration of the foregoing premises and subject to the terms and conditions set forth herein, the Parties have agreed as follows:

# ARTICLE I PURPOSE OF THE AGREEMENT

- This Agreement is entered into by and between Parties to provide the basis for their joint and cooperative undertakings with the Second Party for the Department's float for the Philippine Independence Day Parade that will represent the original Cabinet portfolio of Foreign Relations. The DFA's float design will represent the Department's historical legacies and contemporary milestones over the years.
- 2. The following are annexed to and made an integral part of this Agreement and references to these documents shall be deemed to refer to the ones duly annexed:
  - a. PhilGEPS Registration (Annex C);
  - b. Business Permit (Annex D)
  - c. Second Party's Proposal (Annex E);
  - d. Certificate of Availability of Funds (Annex F); and
  - e. Project Procurement Management Plan (Annex G).

# ARTICLE II ROLES AND RESPONSIBILITIES

- 1. The First Party shall perform the following tasks:
  - a. Provide the concept note of the project;
  - To review and approve the deliverables of the Second Party subject to its compliance of the Guidelines stated herein and as may be advised by the First Party;
  - c. To provide the full payment in accordance with Article III for the services rendered by the Second Party;
  - d. Instruct and guide the Second Party on the submission of documents needed by the First Party; and
  - e. Process the funding for the project and settle the contract price in accordance with Article III of this Agreement.
- 2. The Second Party shall undertake the following:
  - a. Provide the sketch and prototype of the float design in accordance with the guidelines set by the Cultural Center of the Philippines (CCP), National Commission for Culture and the Arts (NCCA) and National Historical Commission of the Philippines (NHCP), with the approval of the Department;



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- b. Construct the float, including its content and relevant design elements, in accordance with the guidelines set by CCP, NCCA and NHCP;
- c. Facilitate the logistics in transporting the float, including the ingress, egress of the float before, during and after the Independence Day parade and celebration;
- d. The construction of the float must be completed and ready for inspection at least fourteen (14) calendar days before 12 June 2024;
- e. Facilitate all the necessary logistics for the float's post-exhibition at the designated location; and
- f. Not disclose any information regarding the float design and all the details related to the project to third parties.

# ARTICLE III FEES AND PAYMENT SCHEDULE

- 1. For and in consideration of the services rendered, and to the satisfaction of the First Party, the latter shall release the amount in three (3) tranches to the Second Party, subject to the provisions of this agreement and the usual government accounting and auditing rules and regulations and upon submission of the following supporting documents:
  - a. Approved sketch and prototype of float design;
  - b. Line item budget showing the breakdown of cost/expenses
  - c. PHILGEPS
  - d. BIR
  - e. Income Tax Return
  - f. Mayor's Permit
  - g. Billing Request for each tranche (Original)
  - h. Official Receipt for each tranche (Original)
  - i. Duly Signed and Notarized Contract
  - j. Curriculum Vitae of the Proponent/ Company Profile
  - k. Bank Details and TIN No.
- 2. The payment will be as follows:
  - 15% Upon release of the Notice to Proceed, submission of the following:
    - Design Board (Full Color 20 inches x 30 inches)
    - Scale Maquette (1:20 Scale)
    - Material Samples & Swatches
    - Description of the Concept, Cost Estimate and Materials List
  - 40% Fulfillment of the submission of the following:
    - 60% construction of the float including its content and relevant design elements
  - 45% Fulfillment of the accomplishment of the following:
    - Complete construction of the float and acceptance by the First Party
    - Parade and exhibit of the float during the Independence Day Parade

- Said amount shall be used by the Second Party to pay for any and all expenditures in relation to the design, construction, transportation, and exhibition of the float, and implementation of this Agreement, including professional fees, construction expenses, administration expenses, and other charges, fees, and/or taxes, if any;
- 4. In no case shall the total payment to the **Second Party** exceed the Contract Price of PHP 2,000,000.00, **inclusive of all applicable taxes and other lawful charges.**

# ARTICLE IV MODE OF PAYMENT

1. The mode of payment shall be made through LDDAP-ADA within thirty (30) days upon submission of the **Second Party** of the sales invoice and complete supporting documents under Article III:

Account Name

VFG Metal Fabrication Services

Savings Account Number:

000938041370

Bank

Banco de Oro

Branch

Nueva Ecija Primark Gapan

Branch Code

1219

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Postal Code

3105

2. The **Second Party** shall issue an official receipt for the payment made by the **First Party.** All payments shall be in accord with government audit and accounting laws, rules and regulations.

# ARTICLE V CONFIDENTIALITY

- Indemnity. The First Party shall not, in any way, be liable or responsible for any loss, damage or expense arising out of or in connection with the performance of this Agreement. The Second Party binds himself to indemnify the First Party for whatever damage, loss or expense caused by the neglectful act or omission by the Second Party or his employees arising out of, or in connection with, or on the occasion of the performance of this Agreement.
- 2. Liability. The First Party shall in no manner be answerable or accountable for any incident or injury which may occur to any person participating in the implementation of this Agreement, nor for any injury arising from fault, negligence or carelessness of the Proponent or any person or to their property. The Second Party agrees to assume, as it does hereby assume, all liabilities for any such injury and to hold the First Party free from liability therefrom.
- **3. Copyright and Intellectual Property.** The First Party shall own the copyright, title, and interest, including all related Intellectual Property Rights, in and to the Work Product.



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- 4. Work Product. The work product of the Second Party shall mean any and all tangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portion thereof, including drafts, prepared, generated, or provided by the Second Party in connection with the Second Party's performance of its obligations under this Agreement.
- 5. Non-Public Information. For purposes of this Agreement, all information that the First Party, its officers, assigns, or persons related therewith, provides to the Second Party; all information pertaining to the services performed by the Second Party; and all information regarding the First Party, its officers, employees and participants, including, without limitation, the identity of persons, shall be deemed and treated as strictly confidential, non-public information unless and until the First Party specifically authorizes the Second Party expressly in writing that any such information may be treated as public or as required by law, and only with the First Party's prior consent. The Second Party shall have no authority to disclose Non-Public Information to anyone in perpetuity, except in accordance with this section.
- 6. Non-disclosure Agreement. The Second Party shall not deliver, reveal, or report any Work Product or any Non-Public Information, obtained or created pursuant to this Agreement, to any person, corporation, or government, or any other public or private entity, without (i) express prior written permission of the First Party, or (ii) a court or administrative order requiring disclosure, provided that the Second Party shall immediately notify the First Party of any need for disclosure in writing; shall, in accordance with the First Party's direction, respond, appeal or challenge such subpoena, or court administrative order, prior to disclosure; and shall cooperate fully with the First Party in responding, appealing or challenging any such subpoena, or court or administrative order. Neither the Second Party nor its related entities shall disclose any Work Product or any non-Public Information to any person or entity, nor shall they use or allow the use of any Work Product or any Non-Public Information, to further any interest other than contemplated by this Agreement. The Second Party shall take appropriate measures to ensure the confidentiality and protection of all Work Product and all Non-Public Information and to prevent its intentional or unintentional disclosure, or its inappropriate use by the Second Party, its officers, or by its or their employees or related entities. This duty shall survive the expiration or termination of this Agreement in perpetuity.
- 7. Data Privacy. The Second Party and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the First Party. In addition, the Second Party and its personnel shall be responsible for the destruction of all the data secured from the First Party after the termination of this Agreement.

# ARTICLE VI MISCELLANEOUS PROVISIONS

1. Neither party nor any of its officers, directors, managers, employees, agents, and representatives shall be liable to the other party or any of its officers, directors, managers, employees, agents, and representatives for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated by this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct or negligence of such officer, director, manager, employee, agent, or representative.

- 2. Both Parties shall comply in all material respects with all applicable laws, rules, regulations, orders, and decrees of the Philippine government.
- 3. Any other contract or agreement entered into by Second Party and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the First Party. Second Party warrants that it shall hold free and harmless the First Party from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the activity.
- 4. Nothing in this Agreement is intended or shall be deemed to create any employment, partnership, agency or joint venture relationship between the parties. The parties specifically acknowledge that the Second Party is an independent contractor and not an employee of the First Party, and that the First Party is not an employee of the Second Party. It is understood that no employer-employee relationship exists between the Parties, and their respective officers, employees, and representatives.
- 5. The Parties warrant that they have not assigned and will not assign to any third party, by operation of law or otherwise, any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement, without written consent of the other.
- 6. The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this Agreement, however, shall prevent the First Party from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights as may be the subject matter of the dispute, or to pursue other legal remedies available to it provided the same shall be filed in the competent courts of Pasay City only, to the exclusion of other courts.
- 7. The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the Parties, making it inadvisable, illegal, or impossible to perform to the terms of the agreement, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without incurring liability by written consent of both Parties.
- 8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Second Party shall not assign or transfer any of its rights and obligations herein to any third party without the prior written consent of the First Party.
- 9. This Agreement encapsulates the full agreement between the Parties, and any subsequent alteration, modification or amendment of this Agreement or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.
- 10. The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

- 11. Nothing in this Agreement shall be construed as a waiver by the First Party of any of its privileges and immunities under Philippine law.
- 12. Either Party may terminate this Agreement with five (5) days' notice in writing for breach of any provisions of the Agreement.

# ARTICLE VII EFFECTIVITY AND DURATION

This Agreement shall take effect upon signing by both Parties of the Agreement and shall remain effective until completion of the parties undertaking herein, unless sooner terminated in accordance hereof.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 in the City of Pasay, Philippines.

# **DEPARTMENT OF FOREIGN AFFAIRS**

BY:

ANTONIO A. MORALES
Head of Procuring Entity

and Undersecretary for Administration

BY:

CHERELLEE A GONZALES

Owner

**VFG Metal Fabrication Services** 

Signed in the Presence of:

CELIA ANNA M. FERIA

**Assistant Secretary** 

**DFA Office of Cultural Diplomacy** 

FREDDIE B. GONZALES

Float Designer

VFG Metal Fabrication Services

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on \_\_\_\_\_\_, 2024 personally appeared MR. ANTONIO A. MORALES, Undersecretary of the Department of Foreign Affairs, and CHERELLEE A. GONZALES, Owner of VFG Metal Fabrication Services known to me to be the same persons who executed the foregoing Memorandum of Agreement between the Department of Foreign Affairs and , which instrument consists of 8 pages including the page on which this Acknowledgement is written, signed by said Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued Identification Documents of the Parties were exhibited to me, the same bearing:

Name	Gov't. ID	Issued At	Expiration Date
Antonio A. Morales	D0013516A	DIFA MAPILA	07 MAR 2029
Cherellee A. Gonzales	P8374875A	DFA Pampanga	15 August 2028

Both know to me are the same persons who executed the foregoing instrument referring to a Memorandum of Agreement consisting of 8 **pages** including this page on which the Acknowledgement is written, and acknowledged the same to be their free and voluntary act and deed and the entities they represent.

WITNESS MY HAND AND SEAL this \_0 9 MAY 2024.

Doc. No. 23
Page No. 6
Book No. 5
Series of 2024.

NOTARY PUBLIC CITY OF MANILA

ROLL NO. 60777 IBP LIFETIME NO. 14599-02/02/2016, PASIG CITY

PTR NO. 1527767-01/02/2024

COMMISSION NO. 2023-018-01/01/2023 UNTIL DEC. 31, 2024

MCLE NO. VII-0001648-10/20/2019 VALID UNTIL APRIL 14, 2025, P.C.

OFFICE, BURGUNDY TRANSPACIFIC-PLACE TAFT AVE., MALATE MLA.

# **ANNEX A**



## **KALAYAAN 2024**

126 Philippine Independence Day Parade Quirino Grandstand, Rizal Park, Manila | 12 June 2024 | 05:00 PM

# FLOAT DESIGN GUIDELINES

FOR LOCAL GOVERNMENT UNITS AND NATIONAL GOVERNMENT AGENCIES

### **GENERAL GUIDELINES**

### 1. Float Themes

The twenty (20) float concept and theme for the 126<sup>th</sup> Independence Day Celebrations comprise ten (10) significant historical events and the first ten (10) government agencies, namely:

## Historical Events

- a. The Cry of Candon, Ilocos Sur
- b. Tres de Abril Revolt, Cebu
- c. Battle of Alapan and the Proclamation of Philippine Independence, Cavite
- d. Formation of the Comité Central Filipino (Overseas)
- e. Establishment of the Negros Republic and the Estado Federal de Bisayas; and the Cry of Santa Barbara, Iloilo
- f. The first hoisting of the Philippine Flag in Mindanao
- g. Siege of Zamboanga
- h. Lowering of the Spanish Flag in Jolo, Sulu
- i. Siege of Baler
- Inauguration of the Malolos Congress and Proclamation of the First Philippine Republic, Bulacan

# Agencies of Government

- k. Office of the President of the Republic
- I. Secretaryship of Foreign Relations
- m. Secretaryship of the Interior
- n. Secretaryship of Finance
- o. Department of the War and the Navy
- p. Department of Public Instruction
- q. Department of Public Works and Communications
- r. Department of Agriculture, Industries and Commerce
- s. Assembly of the Representatives of the Nation
- t. Supreme Court of Justice

# **FLOAT DESIGN GUIDELINES**

Kalayaan 2024 Independence Day Parade

Page 1 of 4

## 2. Technical Specifications

Kalayaan 2024 Independence Day Parade

The Float's measurements should not exceed the following:

- a. The maximum height is 4.27 meters or 14 feet,
- b. The maximum width is 4.57 meters or 15 feet, and
- c. The maximum length is 14.63 meters or 48 feet.
- d. The design cladded vehicle should be able to make a 90-degree maneuver to the left or right and have easy access to the driver, engine, and fuel tank.
- e. The designer should consider access to the deck of the float.
- The designer should consider not obstructing the tow hitch of the vehicle.

### 3. Design and Aesthetics

- a. Participants/ applicants are encouraged to be as original as possible.
- b. The float should accommodate a maximum of ten (10) warm bodies.
- Using indigenous, biodegradable, natural materials as final treatment and design embellishments is encouraged. Non-biodegradable materials or materials like Styrofoam, plastic, and similar items that cause harm to the environment are highly discouraged and not allowed.
- The final design output should withstand all weather conditions since the float will be exposed to the elements (e.g., sun, wind, and rain).
- The designer may incorporate mechanical or articulated parts into the design and restrict these elements within the identified measurements.
- Should safety and security appliances be on the float, the organizing committee recommends that the designer incorporate these appliances into the design, including seats and other elements for warm bodies riding on the float.
- The designer may incorporate lights to enhance the design and not overpower the final output. The designer should incorporate generators or portable power sources, not as a separate element.
- Caged and live animals are STRICTLY PROHIBITED from inclusion in the design.
- The designer may include logos of LGUs and government agencies in the design; however, the designer SHOULD NOT include the logos of commercial sponsors.
- The designer SHOULD prominently display the historical event/ float title at the front and right-hand side of the vehicle. Its font design should be cohesive and consistent with the overall look of the float.

# Safety and Security

- a. As a final consideration for safety and security, the entire float should be treated with a flameproofing solution.
- b. Using open flame, pyrotechnic, and other flammable materials is NOT ALLOWED.
- Since the float is mobile, a maximum number of ten (10) warm bodies are allowed to ride on the float. Safety harnesses, belts, poles, handrails, and other similar support MUST BE INCLUDED and incorporated in the design.

# **FLOAT DESIGN GUIDELINES**

Kalayaan 2024 Independence Day Parade

Page 2 of 4

# 5. Performing Contingent

a. Each float shall be accompanied by a performing contingent of not more than fifty (50) people. The local government unit/ department in-charge shall be responsible for choosing the performers and the numbers they will be presenting.

### 6. Submission of Initial Designs

Kalayaan 2024 Independence Day Parade

Each agency/ office/ LGU shall submit their design board, maquette, and samples/ swatches of how the design should appear when finished, by January 2024. This should include:

- a. A description of the concept, estimated costs (for each float in the group category), and materials used;
- b. Full-color Design rendering on 20 inches by 30 inches design board;
- c. A half-inch is to one-foot scale (0'-1/2":1'-0") or one is to twenty (1:20) scale model or maquette; and
- d. Swatches or samples of materials in the design.

Submissions may be sent to:

### Secretariat, Inter-Agency Committee for the Commemoration of the 126th Anniversary of Philippine Independence and Nationhood

c/o National Historical Commission of the Philippines NHCP Building. T.M. Kalaw Street Ermita, Manila

# 7. Post-Parade Exhibition

All floats used during the parade will be prominently displayed and lighted at a designated space within the Cultural Center of the Philippines complex or other designated area for at least one (1) week.

# **JUDGING CRITERIA**

- 8. The Float Competition shall be in two categories:
  - a. Historical Events category, to be participated in by the LGUs/Offices incharge of floats A-J;
  - b. Agencies of Government category, to be participated in by the Departments/Office/Branches of Government in-charge of floats K-T.
- 9. A pool of judges will score the entries based on the following criteria:

Adherence to the theme and concept	30%
Creativity and Functionality	30%
Feasibility of the design	30%
Overall impact and ingenuity	<u>10%</u>
GRAND TOTAL	100%

### **FLOAT DESIGN GUIDELINES**

Kalayaan 2024 Independence Day Parade

Page 3 of 4

# **FLOAT DESIGN GUIDELINES**

Kalayaan 2024 Independence Day Parade

# **PRIZES**

10. The following are the prizes for the chosen entries:

Winner Php 1,000,000.00 First Runner-up Second Runner-up 750,000.00 500,000.00 Php Php

**FLOAT DESIGN GUIDELINES** 

Kalayaan 2024 Independence Day Parade

Page 4 of 4

# **ANNEX B**

## **CONCEPT PAPER**

# KALAYAAN 2024 126th Philippine Independence Parade Float Design Entry

# **Background**

The National Commission for Culture and the Arts (NCCA), the National Historical Commission of the Philippines (NHCP), and the Cultural Center of the Philippines (CCP) are spearheading the preparations for the 126th Independence Day Parade, which will be held in the Quirino Grandstand, Rizal Park, Manila on 12 June 2024.

The 2024 Independence Day parade will highlight the journey towards Philippine Nationhood, in line with the 125th year anniversary of the founding of the First Philippine Republic in Malolos. There will be twenty-one (21) floats for the parade, which are clustered into two groups: the first set is composed of historical events that led to the establishment of the Republic; while the second set highlights the original Cabinet portfolios established under the infant republic.

The Department of Foreign Affairs (DFA) was requested to lead in the preparation of a float for the said parade, representing the original Cabinet portfolio of Foreign Relations. The DFA's float design will reflect the Department's historical legacies and contemporary milestones over the years.

# **Objectives**

This project has the following objectives:

- To design a float for the 126th Philippine Independence Day parade that will represent the Original Cabinet portfolio of Foreign Relations in accordance with the guidelines set by the Cultural Center of the Philippines, National Commission for Culture and the Arts and the National Historical Commission of the Philippines.
- To include a performing contingent that will complement the theme of the float design

# Scope of Task

The float design must adhere to the following guidelines:

# **Technical Specifications**

The Float's measurements should not exceed the following:

- The maximum height is 4.27 meters or 14 feet,
- The maximum width is 4.57 meters or 15 feet, and
- The maximum length is 14.63 meters or 48 feet.
- The design cladded vehicle should be able to make a 90-degree maneuver to the left or right and have easy access to the driver, engine, and fuel tank.

- The designer should consider access to the deck of the float.
- The designer should consider not obstructing the tow hitch of the vehicle.

# Design and Aesthetics

- The float design should be as original as possible
- The float should accommodate a maximum of ten (10) warm bodies.
- Using indigenous, biodegradable, natural materials as final treatment and design embellishments is encouraged. Non-biodegradable materials or materials like Styrofoam, plastic, and similar items that cause harm to the environment are highly discouraged and not allowed.
- The final design output should withstand all weather conditions since the designer may incorporate mechanical or articulated parts into the design and restrict these elements within the identified measurements.
- Should safety and security appliances be on the float, the organizing committee recommends that the designer incorporate these appliances into the design, including seats and other elements for warm bodies riding on the float.
- The designer may incorporate lights to enhance the design and not overpower the final output. The designer should incorporate generators or portable power sources, not as a separate element.
- Caged and live animals are STRICTLY PROHIBITED from inclusion in the design.
- The designer should include the Department's logo
- The designer should prominently display the historical event/float title at the front and right-hand side of the vehicle. Its font design should be cohesive and consistent with the overall look of the float.

# Safety and Security

- As a final consideration for safety and security, the entire float should be treated with a flameproofing solution.
- Using open flame, pyrotechnic, and other flammable materials is NOT ALLOWED.
- Since the float is mobile, a maximum number of ten (10) warm bodies are allowed to ride on the float. Safety harnesses, belts, poles, handrails, and other similar support MUST BE INCLUDED and incorporated in the design.

# **Performing Contingent**

Each float shall be accompanied by a performing contingent of not more than fifty (50) people. The local government unit/ department in-charge shall be responsible for choosing the performers and the numbers they will be presenting.

# **Timeline**

The sketch of the float design and prototype should be submitted to the DFA in the fourth week of March. The float should be constructed two weeks before the Independence Day parade (12 June 2024).

# **Budget**

The project has a budget of P2,000,000.00. This amount covers the following:

- 1. Talent fee for the designer, choreographer and performers
- 2. Design and Construction materials of the float
- Costumes of the performers

- 4. Logistics and transportation fees
- 5. Rental of the Mobile Truck
- 6. Food
- 7. Post-parade exhibit

# **ANNEX C**



# View Red Registration

Back (https://philgeps.gov.ph/SupDashboards/dashboard)

My Contact Details

Salutation

Ms

First Name

CHERELEE

Middle Name

**ACHACOSO** 

**Last Name** 

**GONZALES** 

Gender

Female

Position

**OWNER** 

Landline Area Code

02

**Landline Number** 

87250159

Landline Extension

Number

Fax Area Code

Fax Number

Fax Extension

Number

**Country Code** 

Mobile Number

9176500992

**Email Address** 

fred29199@gmail.com

**Organization Details** 

Organization Id

375623

Registration Date

30-Jan-2024 10:58 PM

Registration Status

active

**Organization Name** 

VFG METAL FABRICATION

**SERVICES** 

Form Of Organization Single Proprietorship

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1/3

machinery and accessories, Welding and soldering and brazing machinery and accessories and supplies, Metal treatment machinery, Industrial machine tools, Exterior finishing materials, Interior finishing materials, Construction and maintenance support equipment,Structural materials, Machined castings, Hardware, Industrial optics, Machine made parts, Machined extrusions, Machined forgings.Fabricated pipe assemblies, Fabricated bar stock assemblies,Fabricated structural assemblies, Fabricated sheet assemblies,Fabricated tube assemblies,Fabricated plate assemblies,Office machines and their supplies and accessories, Office and desk accessories, Office supplies, Residential building construction services, Nonresidential building construction services, Heavy construction services, Permanent buildings and structures, Portable buildings and structures, Prefabricated buildings and structures

Location

local

Organization Type

General Contractor, General

Merchandise, Services, Trading

Business Tax Identification Number

476082490

Capitalization

**7** 1,000,000.00

Single Proprietorship Details

DTI Certificate

1911771

DTI Registration Date

02-Jul-2020

**Expiration Date** 

02-Jul-2025

**DTI Business Scope** 

national

Signatory

Number

Cherellee Achacoso Gonzales

**Local Organization Address** 

**Country Name** 

Philippines

Region

Region III

Province

Nueva Ecija

City/Municipality

Jaen

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2/3

# **Bank Account Details**

**Bank Name** 

Banco De Oro

**Branch Code** 

1219

Bank Branch

Nueva Ecija Primark Gapan

**Account Name** 

VFG METAL FABRICATION

SERVICES

**Account Number** 

000938041370

# **Uploaded Supporting Document**

1706626726\_DTI Cert and BIR Registration.pdf

Supporting (https://philgeps.gov.ph/portal\_documents/merchant\_reg\_documents/user\_375623/dacuments/1706626726\_DTI

Document Cert and BIR Registration.pdf)

Status

Status

Red Pending Approval

# List of Active Users of the Merchant Organization

Last Name First Name Middle Name Position Status

No Records Found

aboutblank

3/3

# ANNEX D



Republic of the Phillipines Province of Nueva Ecija

MUNICIPAL GOVERNMENT OF JAEN

2021-0548

Permit No.

NEW

# BUSINESS PERMITS AND LICENSING OFFICE

(044)486-6980 bplo\_jaen@yahoo.com Bayan ng Jaen

April 7, 2021 Date Issued

December 31, 2021

Date of Expiration

This certifies that

CHURNELLING A. GONZALIS

Resident of \_STO. TOMAS SOUTH, JAIN, NULVA ECIJA

Nationality FILIPINO

Marital Status

MARRIED

Has been Granted this

to operate the following business under Municipal Tax Code of Jaen, Nueva Ecija, subject to such pertinent ordinance, laws, and related administrative rules and regulation. VPG NIETAL PABRICATION SERVICES

**Business Name** 

STO. Tomas south, Jaim, Nuiva eclia

SINGLE PROPRIETORSHIP

**Business Address** 

Nature of the Organization

mietal fabrication

PHP 2,500.00

Line of Business 6900050

March 19, 2021

Amount Paid

Not Valid Without Dry Seal

Note:

Official Receipt No. Date
Collywork
ANGELITA B.GUEVARRA **OIC Municipal Treasurer** Designated PBLO

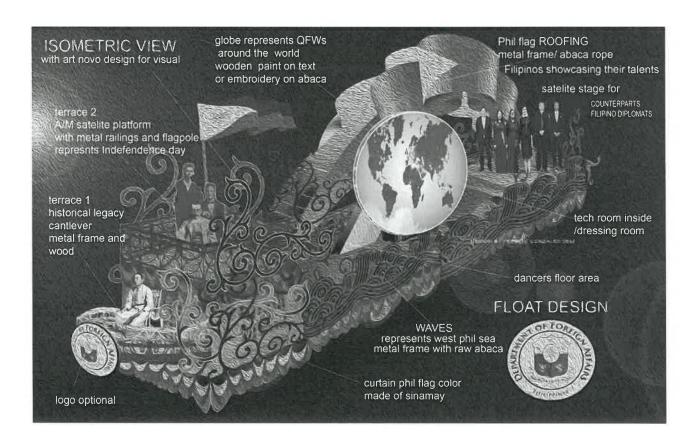
. Make this permit invalid nd not valid without the corresponding ficial receipt ENSE OFFICIAL RECEIPT If he posted cortisk tirally at the place where business (es) inducted and shall be presented and/or surrendered to hority in-demand.

HON.SYLVIA C. AUSTRIA Municipal Mayor

This Permit may be REVOKED anytime.



# **ANNEX E**



# **ANNEX F**



Ragawaran ng Ugnayang Panlabas

# Department of Foreign Affairs

## OFFICE OF FINANCIAL MANAGEMENT SERVICES

### CERTIFICATE OF AVAILABILITY OF FUNDS

This is to certify that the amount of **TWO MILLION PESOS ONLY** (PhP2,000,000.00) is available to cover expenses for the Design and Construction of the DFA Float for PH Independence Day, chargeable against **OUMAIER-CDU FY 2024 MOOE** for **Representation Expenses**, pursuant to FY 2024 General Appropriations Act (GAA) (R.A. No. 11975) and subject to existing budgeting, accounting, auditing and government procurement laws, rules and regulations.

Funds provided for the purpose will be valid up to 31 December 2024.

This Certification is issued for whatever lawful purpose it may serve.

MINDARADAT R. MAMAD
Department Chief Accountant

02-24-38 BUDGET DIVISION-CAF 22 February 2024

2330 Roxas Blud., Pasar City, 1300 Philippines . Tel. Po. 834-4000 . www.dfa.gov.ph

## **ANNEX G**



## OFFICE OF PUBLIC AND CULTURAL DIPLOMACY

EXTREMELY URGENT MEMO-OPCD-25-2024

MEMORANDUM FOR THE UNDERSECRETARY, OUMAIER

**FROM** 

ARVIN R. DE LEON

**Assistant Secretary** 

SUBJECT

Submission of 2024 Final OPCD-CDD Project Procurement

Plan (PPMP) utilizing OUMAIER-CDU Funds

DATE

11 January 2024

With reference to BAC Secretariat's memorandum <u>BAC-04-M-2024</u> dated 05 January 2024 and <u>OFMS-FP-0018-2024</u> dated 04 January 2024, OPCD respectfully requests the Undersecretary to sign and authorize the attached memorandum dated 11 January 2024 pertaining to the attached FY 2024 Final Project Procurement Management Plan (PPMP) utilizing OUMAIER-CDU funds.

(√) Approved

( ) Disapproved

CHARLES C. JOSE

M. R. Sal

Undersecretary

Attached: as stated

OFFICE OF PUBLIC AND CULTURAL DIPLOMACY

RECEIVE

12 Jan 2024
4:08pm

2330 Roxas Blvd., Pasay City, 1300 Philippines Tel. No. 834 - 4000 www.dfa.gov.ph



OUMAIER-MM-38-2024

# OFFICE OF THE UNDERSECRETARY FOR MULTILATERAL AFFAIRS AND INTERNATIONAL ECONOMIC RELATIONS

# MEMORANDUM FOR THE ASSISTANT SECRETARY, OFMS

cc : The Head, BAC Secretariat

FROM : CHARLES C. JOSE

Undersecretary

SUBJECT : Submission of 2024 Final OPCD-CDD Project Procurement

Plan (PPMP) utilizing OUMAIER-CDU Funds

DATE : 11 January 2024

With reference to BAC Secretariat's memorandum <u>BAC-04-M-2024</u> dated 05 January 2024 and <u>OFMS-FP-0018-2024</u> dated 04 January 2024, and upon the request of OPCD as indicated on MEMO-OPCD-25-2024, attached is the FY 2024 Final Project Procurement Management Plan (PPMP) utilizing OUMAIER-CDU funds, prepared by the OPCD-CDD.

Note that out of the Congressional Insertion of Ten Million Pesos (PhP10,000,000), only One Million Pesos (PhP1,000,000) was included in the Final PPMP. It is the understanding of OPCD that this amount was specifically intended for a Publication on Philippine Studies.

The balance of Nine Million Pesos (PhP9,000,000) was not reflected in the PPMP since the amount is intended to be obligated for selected FSPs as grants to universities with Philippine Studies Program (which would therefore not require the procurement process).

Attachment(s): as stated

2330 Roxas Blvd., Pasay City, 1300 Philippines Tel. No. 834 - 4000 www.dfa.gov.ph

#### DEPARTMENT OF FOREIGN AFFAIRS

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