Republic of the Philippines Department of Science and Technology Information SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, Metro Manila

CONTRACT AGREEMENT 2021-002

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and executed by and between:

SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE (STII), a government institution under the Department of Science and Technology (DOST) with principal office and place of business at STII Building, DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, represented herein by its Director, RICHARD P. BURGOS, who is duly authorized for this purpose, hereinafter referred to as "DOST-STII";

-and-

PLAINSCALE360 MEDIA PRODUCTIONS, a company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at Zone 6 Pantay, Matanda, Tanauan City, Batangas, represented herein by its Technical Creative Director, Mr. HENRY C. BURGOS, who is duly authorized for this purpose, hereinafter referred to as the "CONTRACTOR".

DOST-STII and CONTRACTOR are referred as a "Party", or collectively the "Parties".

WITNESSETH: That

WHEREAS, DOST-STII is desirous that the CONTRACTOR execute the project, "PRODUCTION OF DOST-STII 'SIYENSIKAT: PINOY POPULAR SCIENCE PARA SA LAHAT' MAGAZINE SHOW" hereinafter referred to as "Project" and DOST-STII accepted the Bid for FIVE MILLION FIVE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT PESOS ONLY (PHP 5,588,888.00) by the CONTRACTOR for the completion of such SCOPE of SERVICES with complete and accurate TECHNICAL SPECIFICATIONS;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I DEFINITION OF TERMS

- A. DOST-STII or STII shall be one and the same representing the aforementioned institute or government entity and may be referred to as DOST-STII.
- B. Project refers to the 1 LOT "PRODUCTION OF DOST-STII 'SIYENSIKAT: PINOY POPULAR SCIENCE PARA SA LAHAT' MAGAZINE SHOW".
- C. Contract refers to this agreement including the contract documents.
- D. Contract Documents refers to the documents specified in Article III of this Contract.

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- E. Contract Amount refers to the consideration which the CONTRACTOR shall be entitled to receive from DOST-STII under Article IV of this Contract. This amount is gross of taxes, fees and all other expenses to be shouldered/ incurred by the CONTRACTOR in relation to the contract.
- F. Contractor refers to PLAINSCALE360 MEDIA PRODUCTIONS.
- G. Force Majeure refers to strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, landslides, earthquakes, storms, floods, pandemic, epidemic, civil disturbances, explosions or the issuance of any Government policy, rule or regulation, and other similar events, which are beyond the control of either party or which, with the exercise of due diligence, neither party can overcome.
- H. **Service** refers to the services to be performed by the **CONTRACTOR** in accordance with the terms and conditions of this Contract and the Contract Documents.

ARTICLE II SCOPE OF WORK

The CONTRACTOR must supply and deliver the following:

- A. Produce twenty-six (26) 25-30-minuter episodes (2 seasons- 13 episodes per season) containing any or all of the following segments:
 - 1. News and information on weather;
 - 2. Local science-related feature story;
 - DOST public service and updates including from the regional offices:
 - 4. Other DOST-related news for the benefit of the Filipino Public;
 - Features and interviews partners experts from various sectors and individuals who are working on innovative research and technology; and
 - 6. Topic related trivia.
- B. Provide a strategic pitch on how the program will be produced in observation of the social distancing and health protocols, and consideration on the ongoing coronavirus pandemic
- C. Produce twenty-six (26) 30-seconder teasers/plug for each full episode
- D. Provide closed captioning in all episodes in accordance to Republic Act (RA) No. 10905 or the Closed Caption Law
- E. Provide English subtitles to all episodes produced and translation, if necessary
- F. Provide one (1) main host, one (1) segment/feature host, and one (1) voice talent
- G. Provide dedicated focal person (Production Manager) who will handle the coordination and facilitation of all production requirements for the show
- H. Provide production crew for coverages of DOST major events
- I. Assist in pitching the show to the TV network chosen by DOST-STII
- J. Provide ten (10) original music fx/background for the show
- K. Shoulder all food and meal expenses, all modes of transportation, and accommodation of the production crew, guests, and hosts during the shoot including bookings thereof
- L. Provide all necessary equipment for production
- M. Must submit episode scripts for the approval of DOST-STII
- N. Assign a focal person who will monitor the airing of the program and submit a monitoring report of the actual airing of the show with captured photos for reference
- O. Provide hard drive with copy of raw materials at the end of every episode

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- P. Assist in the promotion of the program via online, radio, TV, and print, specifically:
 - a. Online Produce two (2) program teasers to be uploaded online and boosted on Social Media
 - b. Radio Coordinate with two (2) radio stations and secure promotion slot for the program
 - c. TV Secure one (1) TV guesting to promote the program
 - d. Print Produce one (1) content for placement /promotion to local broadsheet (ex. article/ poster/ comic strip)
- Q. Must observe the use of non-sexist/gender-sensitive language in all official documents, scripts, and communications under this project
- R. Submit accomplishment report together with copies of aired episodes

Siyensikat Production	A production of S&T news, u with twenty-six (26) 25-30-mi	Terms of Delivery/Frequency		
	Strategic Pitch for the production process	Presentation/PDF/Document Format	Within 2 weeks after the scheduled pre- production meeting	
	Production of 26-full episodes	25-30-minuter episodes	Season 1: February 1, 2021 to June 30, 2021; Season 2: July 1, 2021 to December 31, 2021	
	Production of 26 teasers/plug for each full episode	30-seconder	At least 2 weeks prior to the airing of each episode	
	Closed Caption for each full episode	Closed Captioned episodes	At least 1 day before the agreed submission to the network	
Covered Outputs	5. English subtitles and translation, if necessary; for each full episode	Full episodes with English subtitles or translation, if necessary	Every submission of full episode	
	6. Provide one (1) main host, one (1) segment/feature host, and one (1) voice talent	One main host, segment/feature host, and voice talent	On every episode	
	7. Provide dedicated focal person	Production Manager	On every production work	
	8. Provide production crew for coverages of DOST major events	Coverage Report	On every coverage as assigned	
	9. Assist in pitching the show to the TV network chosen by DOST-STII	Secure meeting schedule / Minutes of meeting	Within the 1st quarter	



0	10. Provide ten (10) original music	10 original music fx/background	Within the 1st semester			
	fx/background for the show					
	11. Shoulder all food and meal expenses, all modes of transportation, and accommodation of the production crew, guests, and hosts during the shoot including	All expenses paid by supplier	On every production work			
	bookings 12. Provide all necessary equipment for production	All necessary equipment provided by supplier	On every production work			
	13. Submit episode scripts for the approval of DOST-STII	26 episode scripts	1 week before the scheduled production shoot			
	 a. Online - Prod to be upload Social Media 	Within 30 days prior to airing of pilot episode				
Inclusions	b. Radio - Coo stations and program					
	c. TV - Secure promote the p					
	d. Print - Proc placement /p (ex. article/ p					
	Monitoring report of aired episodes with captured photos for reference	6:00pm, at the end of every month				
Reports	Closed captioning Report	6:00pm, at the end of every m	onth			
	Coverage Report	6:00pm, 3-days after the coverage date				
	Provide hard drive with copy of raw materials at the end of					

every episode







	5. Submit accomplishment report together with copies of aired episodes	At the end of the project	
Report	Printable Report in PDF/MS Word Document		
Support	Downloadable files/clips		

- S. Advise DOST-STII should there be any changes with the delivery deadline of monitored items (i.e. public holidays, severe weather conditions, etc.) Monitored items should be printable and audio video materials should be downloadable.
- T. Must use eco-friendly materials and must employ eco-friendly measures during production period.

DOST-STII shall:

- I. Provide topics and subject for discussions
- II. Provide all available materials such as video footage, photos that may be useful for the show
- III. Assign focal person to assist in the coordination in terms of:
 - Contact details of DOST resource person and personalities who will appear in the program; and
 - Introducing the point person in the agency or regional office counterpart

ARTICLE III CONTRACT DOCUMENTS

- A. The following documents shall be made integral parts of this Contract, as fully as if the contents of the said documents were reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement of both Parties in writing:
 - 1. Invitation to Bid
 - 2. Bid Form
 - 3. Instruction to Bidders
 - 4. General and Special Conditions of Contract
 - 5. Technical Specifications
 - 6. Bid Data Sheet
 - 7. Bid Bulletins/Supplemental Notices (if there is any)
 - 8. Proof of Publication of Invitation to Bid
 - 9. CONTRACTOR's Bid Proposal containing the following:
 - a. PhilGEPS Platinum Registration
 - Statement of all ongoing government and private contracts, including contracts and single largest completed contract
 - NET Financial Contracting Capacity (NFCC) computation of committed Line of Credit
 - d. Bid Security Form
 - i. Bid Security Declaration
 - e. Omnibus Sworn Statement
 - f. Bid Prices in the Bid Schedule
 - 10. Notice of Award of contract and CONTRACTOR's conformity thereto
 - 11. Performance Security
 - 12. DOST-STII's Certificate of Availability of Funds



- B. All Contract documents are and shall remain the properties of DOST-STII.
- C. The Contract Documents shall be complementary to each other and what is called for or prescribed by one shall be considered as if called for or prescribed by all. In case of any discrepancy between any of the Contract Documents or any defective description, error, omission or ambiguity in any of the Contract Documents, the CONTRACTOR shall, within thirty (30) days from the signing of the contract, submit the matter in writing to DOST-STII. DOST-STII shall, within a reasonable time, make a decision thereon in writing. Such decision by DOST-STII shall be final and binding upon the CONTRACTOR which shall proceed with the services strictly in accordance with such decision.
- D. DOST-STII shall have the right to furnish the CONTRACTOR during the progress DOST-STII such instructions and documents as may deem necessary for the proper accomplishment of the work. All such documents, as well as any decision made instructions and by **DOST- STII** shall form integral parts of this Contract.
- E. In case of any irreconcilable conflict between this Contract Agreement and the provisions of any of the Contract Documents, the former shall prevail.

ARTICLE IV CONSIDERATION

For and in consideration of the full, satisfactory and faithful performance by the CONTRACTOR of all its obligations under this Contract, DOST-STII shall pay the CONTRACTOR the total amount of FIVE MILLION FIVE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT PESOS ONLY (PHP 5,588,888.00), inclusive of Value-Added Tax (VAT), as well as all expenses, fees and taxes, for obtaining the necessary licenses, permits and clearances from concerned government agencies.

ARTICLE V MANNER OF PAYMENT

A. Billing

- 1. Payments for billing submitted by the CONTRACTOR to DOST-STII shall be based on actual work satisfactorily completed by the CONTRACTOR for the period covered as certified by the TWG and BAC and on the agreed lump sum or unit price for each item of work. The following shall be deducted from the billing statement:
 - a. Other deductions prescribed by existing laws, government rules and regulations in the manner set forth under such laws, rules and regulations.
 - b. In case of failure to make full delivery within the time specified, a penalty of 1/10 of 1% of the amount of the Contract for everyday of delay shall
- 2. Payment shall be processed within 15 Working Days upon receipt of Certificate of Acceptance from the Head of Procuring Entity (HoPE) for the CONTRACTOR's submission of deliverables and billing divided in the following tranches:

Particulars	Payment Tranches
Upon submission and approval of concept, scripts and storyboards of Season 1	35%
Upon submission of the first batch Season 1 finalized episodes	20%
Upon submission and approval of concept, scripts and storyboards of Season 2	20%
Upon submission of the second batch Season 2 finalized episodes	20%
After completion and acceptance of accomplishment reports together with copies of aired episodes	5%

ARTICLE VI OWNERSHIP

A. CONTRACTOR agrees that the delivered videos ("Deliverables") constitute audio and visual work(s) specially commissioned by DOST-STII. All tapes, negatives and prints of all pictures and sound tracks and material, exposed and/or processed, in the production of the Deliverables, and all material and content contained in the Deliverables, including but not limited to any characters, names, copy, art, logos, and animation, and all right, title, interest and copyrights therein, shall become the property of DOST-STII upon delivery thereof in accordance with the provisions hereof. Without in any way limiting the foregoing, CONTRACTOR hereby waives any and all "moral rights", and any rights the CONTRACTOR may have regarding the Deliverables pursuant to the Copyright Law in the Intellectual Property Code of the Philippines.

ARTICLE VII COVENANTS OF STII AND CONTRACTOR

A. DOST-STII covenants to do and perform the following:

- Make available the amount representing total cost for all items of work stipulated in Article II - Scope of Services for payment in accordance with Article IV - Consideration and Article V - Manner of Payment.
- 2. Review, evaluate and approve or disapprove (as applicable) proposals and recommendations submitted by the **CONTRACTOR**.

B. CONTRACTOR covenants to do and perform the following:

- Comply for the quality and workmanship of the Project consistent with technical specifications and other contract documents.
- Acts at all times to protect the interest of DOST-STII and take all reasonable steps to complete the Project within the schedule and within the contract amount.

ARTICLE VIII BONDS AND INSURANCES

A. Performance Security

Within ten (10) days from the CONTRACTOR'S receipt of the Notice of Award from DOST-STII, the CONTRACTOR shall provide performance security in favor of DOST-STII in the manner, amount and form specified below, which shall be valid until issuance of the Certificate of Final Acceptance of the Project and which shall guarantee the faithful and complete performance by the CONTRACTOR of the Services as well as the other obligations of the CONTRACTOR under this Contract:

- Thirty percent (30%) of the Contract Amount, if in the form of a surety bond issued by a reputable surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.
- 2. Ten percent (10%) of the Contract Amount, if in the form of an irrevocable letter of credit issued by a universal or commercial bank.
- Ten percent (10%) of the Contract Amount, if in the form of cash, cashier's/manager's check, bank draft/guarantee confirmed by a universal or commercial bank.

B. Renewal of Bonds and Securities

In the execution of the performance security/surety under Article VII of the Contract, the effectivity of the surety bonds shall be co-terminus with the final completion of the project. The **CONTRACTOR** shall cause the renewal of any of the bonds and securities herein require whenever such security shall be necessary and applicable as determined by **DOST-STII**.

C. Replacement of Bonds and Securities

Should any security and surety bond for the performance of this Contract expire or become unacceptable to **DOST-STII** during the effectivity of the Contract, the **CONTRACTOR** shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.

D. Release of Bonds and Securities

The performance security and other surety bonds under this contract may be released by **DOST-STII** after the issuance of the Certificate of Completion of the contract, provided that there are no claims for services, labor, and materials filed against the **CONTRACTOR** or the surety company.

ARTICLE IX LIQUIDATED DAMAGES

- A. The pertinent provisions of RA 9184 and its IRR on liquidated damages and or breach in any of the provisions of the contract shall be applicable in case of inexcusable delay in the completion of the Project.
- B. DOST-STII need not prove that it has incurred damages to be entitled to liquidated damages. Furthermore, DOST-STII reserves the right to deduct any and all of the liquidated damages from any money due or payments which may become due to the CONTRACTOR under the terms of this Contract and/or from the performance security

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filed by the CONTRACTOR, as DOST-STII may deem convenient and expeditious under the prevailing circumstances.

ARTICLE X DISPUTE RESOLUTION

- A. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- B. During the pendency of any such dispute, the CONTRACTOR shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by DOST-STII.
- C. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004":

ARTICLE XI NON-WAIVER

No failure or delay on the part of either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, neither shall any single or partial exercise of any right, power or privilege hereunder preclude any other, or further exercise thereof, or the exercise of any other right, power or privilege.

ARTICLE XII **EFFECTIVITY**

This Contract shall run and be effective as indicated in the Notice to Proceed to be issued by DOST-STII upon the execution of this Contract, up to and until the issuance by DOST-STII of a Certificate of Final Acceptance, unless sooner terminated by DOST-STII upon the occurrence of any of the grounds for termination specified under Article XII hereof. The representations and warranties of the CONTRACTOR shall survive the termination or expiration of this Contract.

ARTICLE XIII SUSPENSION OF WORK / TERMINATION OF CONTRACT

- A. DOST-STII shall have the right to suspend, in whole or in part, any payment due to the CONTRACTOR under this Contract in the event there is delay, default, failure or refusal on the part of the CONTRACTOR to perform its obligations under this Contract in an acceptable manner and non-compliance to any of the provisions stipulated herein. Further, DOST-STII shall have the right to procure/engage, upon such terms and manner as DOST-STII shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the CONTRACTOR. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the CONTRACTOR.
- B. DOST-STII may terminate this Contract, after giving the CONTRACTOR written notice at least five (5) calendar days prior to the intended date of termination,

whenever it is determined by DOST-STII that the CONTRACTOR has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to Contract acquisition and implementation. Unlawful acts shall include, but not necessarily be limited to, the following:

- 1. Corrupt, fraudulent, and coercive practices as defined under R.A 9184 otherwise known as the "Government Procurement Reform Act."
- 2. Drawing up or using forged documents.
- 3. Any other act analogous to the foregoing.
- C. Both DOST-STII and the CONTRACTOR is entitled to agree to cancel/terminate the contract (in whole or in part) in the occurrence of Force Majuere, provided that the event (under definition of Force Majuere stated in the CONTRACT) has a direct effect on the deliverance of output/s stated on ARTICLE II.
- D. The CONTRACTOR hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to DOST-STII under this Contract or the applicable laws.
- E. Subject to compliance with all documentary requirements, the provisions of RA 9184 and its IRR on suspension of work by the **CONTRACTOR** in case of non-payment by **DOST-STII** of certified payments within forty-five (45) calendar days shall apply.

ARTICLE XIV INDEMNITY

The **CONTRACTOR** shall indemnify **DOST-STII** against any loss, injury or damage either to person or property which **DOST-STII** may suffer by reason of the willful, unlawful or negligent act or omission of the **CONTRACTOR** or any of its personnel or representative. The indemnity required herein shall be in addition to the forfeiture of the Performance Security.

ARTICLE XV RELATION TO OTHER PARTIES

The CONTRACTOR shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of DOST-STII or bind DOST-STII in any manner whatsoever. The CONTRACTOR's personnel, representatives or staff shall not be construed as employees of DOST-STII. The CONTRACTOR is being engaged herein as an independent contractor. Nothing herein shall be construed as creating an employer/employee relationship between the CONTRACTOR's employees, representatives or staffs and DOST-STII.

ARTICLE XVI GENERAL PROVISION

- A. Separability If any stipulation, clause, term or condition of this Contract is held invalid or contrary to law, the validity of the other stipulations, clauses, terms and conditions hereof shall not be affected thereby.
- B. Modification The parties hereby agree to amend or modify any provision of this Contract, which might be declared invalid or contrary to law, to conform to the subject and objective thereof.

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ARTICLE XVII MISCELLANEOUS PROVISIONS

- A. The parties represent that they have the requisite power, authority, and capacity to enter into this Contract and to perform their obligations and undertakings according to the terms and conditions hereof.
- B. Binding Effect/Assignment of Rights This Contract shall be binding upon the CONTRACTOR, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the CONTRACTOR shall not in any manner, directly or indirectly, assign, or transfer its rights and obligations under this Contract without the written approval of DOST-STII.
- C. Governing Law and Language The rights and obligation of the parties hereto shall be governed and interpreted in accordance with the laws of the Republic of the Philippines, specifically, the provisions of R.A. 9184 otherwise known as the "Government Procurement Reform Act" and other applicable laws, rules and regulations.
- D. Observance and usage of non-sexist/gender-sensitive language in all official documents and communications under this project shall be enforced all the time.
- E. Documents Incorporated The provisions of this Contract shall be read in harmony with the Terms of Reference and other related bid documents. In case of conflict, the provisions of this Contract shall prevail.
- F. Venue of Action It is hereby agreed that any and all actions that shall arise from this Contract shall be instituted and tried before the proper court (s) of the City of Taguig only.
- G. Attorney's Fees In the event that DOST-STII is compelled to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.
- H. Nothing herein shall in any way be construed to limit the over-all responsibility of the CONTRACTOR for the performance of the obligations herein and CONTRACTOR's liability for any violation of this Contract.

IN WITNESS	WHEREOF, the	parties have	hereunto	set	their	hands	and	affixed	their
signatures this	day of	,2021, T	aguig City	, Me	tro M	anila.			

DOST-SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE (DOST-STII)

PLAINSCALE360 MEDIA PRODUCTIONS

By:

By:

RICHARD P. BURGOS Director, DOST-STII HENRY C. BURGOS
Technical Creative Director

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SIGNED IN THE PRESENCE OF:

ARLENE E. CENTENO Chief, Finance & Administr	rative Division	ALAN C. TAULE Chairperson, Bids and Awards Committee		
NORLY B. VILLAR Chief, Communication Resources and Production Division				
CERTIFIED AVAILABILITY OF FUNDS:				
JAQUELINE C BALLE Administrative Office	ESTEROS er V	MA. AURORA FE L. DAYANGCO Accountant III		
	ACKNOWLEDGMENT			
Republic of the Philippines) TAGUIG CITY) S.S.				
BEFORE ME, Notary Public for and in <u>TAGUIG CITY</u> , Philippines personally appeared:				
RICHARD P. BURGOS HENRY C. BURGOS		Date/Place of Issue Date/Place of Issue		
known to me and to me known to be the same persons who executed the foregoing Contract and they acknowledged to me that the same is their free and voluntary act and deed in the capacity in which they appeared.				
The foregoing Contract consists of (_) pages including this page on which the acknowledgment is written and duly signed by the parties and its witnesses of the instrument and on the left margin of the other pages.				
IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal at				
		NOTARY PUBLIC		

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NOTARY PUBLIC UNTIL DEC. 31, 2021 Notarial Commission Appt. No. 10 (2020-2021) Notarial Commission Appt. No. 10 (2020-2021)
2/F Pacura Bidg #427 ML Quezon Ave., Lower Bicutan, TC
PTR No. A-5063211/1-4-21, Taguing City
IBD O.R. No. 137056/12-29-2020, RSM
MCLE Comp. No. VI-0019686/3-1-2019, ROLL No. 61627