

24060972

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this JUN 21 2024 day of JUN 21 2024 2024 in Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its **OIC - DEPUTY EXECUTIVE DIRECTOR, CYRIL L. SOLIABAN**, hereinafter referred to as the **PCAF**;

-and-

BLUE DIAMOND PUBLISHING AND PRINTING SERVICE, a registered sole proprietorship duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at 216 Acacia Street, Seaview Subdivision, San Rafael II, Noveleta, Cavite, represented in this Act by its duly authorized representative, **NANETTE Y. OIRA, ACCOUNT MANAGER**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the PCAF invited Bids for certain goods and ancillary services, particularly **ONE (1) LOT PRINTING, FABRICATION, AND SET-UP OF PCAF'S 11th ANNIVERSARY EXHIBIT** through **PR No. 24-05-232** and has accepted a Quotation by the Supplier for the supply of those goods and services in the sum of **ONE HUNDRED TWENTY-NINE THOUSAND PESOS (PhP 129,000.00)** (hereinafter called "the Contract Price").

WHEREAS, the SUPPLIER is engaged in the provision of services for the design, fabrication and set-up of promotional exhibit and had submitted its quotation;

WHEREAS, the SUPPLIER has represented and warranted itself as a capable, competent, and duly licensed provider of services for the design, fabrication and set-up of promotional exhibits;

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the SUPPLIER was declared as the Lowest Calculated and Responsive Quotation and the BAC recommended to the Head of the Procuring Entity (HOPE), thru BAC Resolution



TERMINATION OF CONTRACT

24060972

087, Series of 2024, dated June 10, 2024 to award the above mentioned procurement to the **SUPPLIER**;

NOW THEREFORE, in view of the foregoing premises, the parties have agreed to these following terms and conditions:

Section 1

SCOPE OF SERVICES

The **SUPPLIER** will provide **ONE (1) LOT PRINTING, FABRICATION, AND SET-UP OF PCAF'S 11th ANNIVERSARY EXHIBIT.**

Section 2

CONTRACT PRICE

For and consideration of the **SERVICES** to be undertaken by the **SUPPLIER**, the **PCAF** shall pay the **SUPPLIER** in Philippine Currency in accordance with the Contract the total amount of **ONE HUNDRED TWENTY-NINE THOUSAND PESOS (PhP 129,000.00) inclusive of all applicable government taxes and fees** for the whole event.

Section 3

RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the required fabricated promotional exhibit for the total amount of **ONE HUNDRED TWENTY-NINE THOUSAND PESOS (PhP 129,000.00)**, with the following details;

Specifications

- Printing of Tarpaulin with Border:
 - a. 6ft [w] x 4ft [h] - (1 pc)
 - b. 9ft [w] x 6ft [h] - (1 pc)
- Printing of Tarpaulin (Borderless):
 - c. 3ft [w] x 2ft [l] - (20 pcs)
- Printing and set-up of Transparent Sticker Paper
 - a. 18 inches [w] x 7 inches [h] - (16 pcs)
 - b. 18 inches [w] x 6 inches [h] - (20 pcs)



- Fabrication, printing and set-up of PVC Foam with Adhesive Magnetic Tape in 72 inches x 86 inches
- Printing and cut-out design of Sintra board measuring 30 inches (diameter) x 2mm (thickness)
- Printing and cut-out design of Sintra board on Anniversary Theme with 30 inches (length) x 2mm (thickness)
- Fabrication and set-up of Wooden Arrow measuring 1.5 inches thickness and 0.6 inches straight hole diameter
 - a. 7 inches [h] x 20 inches [w] (8pcs)
 - b. 6 inches [h] x 20 inches [w] (10pcs)
- Fabrication and set-up of Wooden Standee measuring 38 inches (height including Round base) and 0.5 inches (diameter)
 - a. 1 inch [h] x 10 inches [diameter] (Round Base)
- Printing of ribbon with text and logo measuring 5 inches [w] and 132 inches [l] (Turquoise (ribbon) and Black (Text))

Additional Elements

- Delivery and manpower for ingress and egress
- Artificial Leaves with Stem Wire measuring 2mm (thickness)
 - a. Green Copper Wire measuring 7 inches (15pcs), 9 inches (15pcs), and 12 inches (20pcs)
 - b. Green Foam Paper Type measuring 7 inches (25pcs) and 8 inches (25pcs)
- Fresh Inaugural Flower Arrangement with stand with Turquoise[Flower Color], Lily and Rose[Flower Type] and Blue[Ribbon Color] (2 pcs)
- Plastic Flowers
 - a. Artificial Flower with Stem [Color: Blue or White] (10pcs)
 - b. Vine Garland measuring 4ft, 6.5 ft and 9ft [Color: White and Blue] (10pcs)
- Industrial Double sided Tape
 - a. Tissue Type measuring 1 inch (3pcs), 2 inches (1pc), and 3 inches (1 pc)
 - b. Foam Type measuring 1 inch (3pcs), 2 inches (1pc), and 3 inches (1 pc)
- Plastic Seedling Bag with foam and artificial moss measuring 12 x 12 Inches (9pcs)
- Thin Permanent Marker Pen measuring 1.0mm tip point (3 pcs)
- Delivery and manpower for ingress and egress

Rental of

- Halogen Floodlight (white) with 150 watts
- Artificial Turf with 8ft [w] x 16.5ft [l] and 5.5ft [w] x 8 ft [h]



2. The **SUPPLIER** must send a copy of the enhanced digital design of the exhibit based on the original design of PCAF before the fabrication;
3. Must deliver and set-up the exhibit materials in the venue at least eight (8) hours before the start of the actual event, and dismantle it two (2) hours after the conclusion of the event;
4. Submit the Billing Statement on the completion of one (1) lot Printing, Fabrication, and Set-up of PCAF 11th Anniversary Exhibit; and
5. Acknowledge receipt of payment by issuing an Official Receipt in favor of **PCAF**.

Section 4

RESPONSIBILITIES OF PCAF

The **PCAF** shall:

1. Allocate and disburse funds in the total amount of **ONE HUNDRED TWENTY-NINE THOUSAND PESOS (PhP 129,000.00)** to **BLUE DIAMOND PUBLISHING AND PRINTING SERVICE** for the procurement of one (1) lot Printing, Fabrication, and Set-up of PCAF 11th Anniversary Exhibit;
2. Ensure that the fabricated promotional exhibit are in accordance with the requirement and specifications as indicated in the approved Purchase Request;
3. Pay the **SUPPLIER** after delivery of the fabricated promotional exhibit and completion of manpower services for ingress and egress and receipt of the billing statement; and
4. Provide the **SUPPLIER** with the PCAF 11th anniversary logo, tarpaulin designs, and other digital files for the design of the exhibit



Section 5

TERMS OF PAYMENT

PCAF is obligated to pay the **SUPPLIER** within thirty (30) days after the conclusion of the event and upon receipt of the billing statement.

Section 6

TERMINATION OF CONTRACT

PCAF reserves the right to terminate this Contract for any substantial breach committed by the **SUPPLIER** and such breach is not corrected within a reasonable time upon demand, as warranted by the circumstances.

Section 7

VENUE OF ACTION

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. In case of litigation arising from or in connection with this contract, the parties agree that the venue of action shall be at the proper court in Quezon City only to the exclusion of other courts.

Section 8

CAPACITY AND AUTHORIZATION

Each party in this contract assures and warrants that it has the authority to sign and fulfill the agreement without violating any laws or existing agreements. Additionally, it confirms that the contract is legally binding and enforceable.

Section 9

LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of RA 9184, the winning bidder shall pay liquidated damages in case of breach of contract. The amount of liquidated damages



24060972

shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract without prejudice to other courses of action and remedies available under the circumstances.

Section 10

AMENDMENT

All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed upon by both parties in writing.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of JUN 21 2024 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**

PCAF


CYRIL L. SOLIABAN
OIC, Deputy Executive Director

**BLUE DIAMOND PUBLISHING
AND PRINTING SERVICE**

SUPPLIER


NANETTE Y. OIRA
Account Manager

SIGNED IN THE PRESENCE OF:



FLORELIZ P. AVELLANA
Chief, Planning, Monitoring, and Knowledge
Management Division

24060972

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱129,000.00

FUNDS AVAILABLE: ₱129,000

BS No. 02-10101-2024-06-C54

Control No. 10-2406-119



JOSE REDENTOR H. BESENIO
Chief, Budget Section



MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) s.s.

Before me, Notary Public, for and in QUEZON CITY this ___ day of JUNE 21 2024 2024 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Gov ID	Issued at	Issued on
CYRIL L. SOLIABAN	PCAF ID # 199001	Quezon City	2022
NANETTE Y. OIRA	N26-087-003753	Las Piñas City	Apr. 26, 2022

WITNESS MY HAND AND SEAL, on the date and place above written.

Notary Public



ATTY. ALLISTER MICHAEL G. JOCOM

Notary Public
Adm. Matter No. NP-002 (2024-2025)

Until December 31, 2025
Roll of Attorneys No. 59492

ISP Lifetime No. 014669/01-06-13/Quezon City

PTR No. 5428113 /01-02-2024/Quezon City

No. 15 Xavierville Avenue, Loyola Heights, C.D.

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Page No. 01
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