

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this JUL 08 2024 day of _____ at 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 - Executive Director, JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

BOXDEL PRINTING SERVICES, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at 2678 Tupas St., Sta. Ana, Manila, represented in this Act by its duly authorized representative, **MS. IRENE BROSAS, ACCOUNT EXECUTIVE**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, PCAF requested the procurement of **ONE (1) LOT 21,680 PIECES (5,420 PIECES PER QUARTER) OF PRINTING OF QUARTERLY NEWSLETTER** with approved PR No. 24-02-064 and Request for Quotation was received from thirteen (13) prospective suppliers/contractors with known qualifications.

WHEREAS, the SUPPLIER has represented and warranted itself as a capable, competent, and duly licensed provider of printing services under the terms and conditions hereinafter set forth;

WHEREAS, PCAF has agreed to enter into a contract with the **SUPPLIER** for the engagement of its services through Negotiated Procurement under Small Value Procurement as an alternative mode of procurement pursuant to Section 53.9 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184;

WHEREAS, the opening of the bid was undertaken on 04 March 2024, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the lowest calculated responsive bid; thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

WHEREAS, the PCAF issued the Notice of Award to the **SUPPLIER** on March 11, 2024, and was received by March 19, 2024;

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

WHEREAS, the PCAF issued the Notice of Award to the SUPPLIER on March 11, 2024 and was received by March 19, 2024;

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

Section 1

SCOPE OF SERVICES

The SUPPLIER will provide printing services for **ONE (1) LOT 21,680 PIECES (5,420 PIECES PER QUARTER) OF PRINTING OF QUARTERLY NEWSLETTER.**

Section 2

CONTRACT PRICE




For and in consideration of the SERVICES to be undertaken by the SUPPLIER, PCAF shall pay the SUPPLIER in Philippine Currency in accordance with the Contract the total amount of **NINETY-SEVEN THOUSAND FIVE HUNDRED SIXTY PESOS ONLY (Php 97,560.00)** inclusive of all applicable government taxes and fees for the whole duration of the event.

Section 3

RESPONSIBILITIES OF THE SUPPLIER

The SUPPLIER shall:

1. Print and deliver 21,680 copies of the newsletter based on the following specifications/requirements:



Paper: 8 pages (4 leaves, back-to-back)
8.27in x 11.69in (A4 size)
A3(11.69 x 16.54 spreadsheet)
Stock: C2S #80
Full color: color separations provided by the printer
Soft copy file provided by PCAF
Binding: Saddle Stitch

Computer Software: Adobe InDesign CS6
Additional Requirements:
*Folded newsletter - 4,766
*Unfolded newsletter - 654
Total - 5,420 pieces each quarter

- The supplier will be in charge of pasting the names/labels at the inbox of the newsletter (folded newsletters only). The PCAF shall provide the cut-out labels.
 - Maximum of three (3) mock ups every issue with minor revisions. All excess copies outside of the 5,420 copies per quarter will be turned over to the client.
2. Deliver 5,420 pieces of the newsletter fifteen (15) calendar days after receipt of the final approved mock-up of each quarterly issue;
 2. Hold **PCAF** free from any third-party liability arising from damages to public and private properties, death, or injury to people as a result of any incident attributed to the **SUPPLIER's** fault that may have occurred during the performance of the contract.
 3. Ensure that all the services to be performed under or pursuant to this contract shall meet the same high standards as those offered by similar businesses of superior knowledge and skills, engaged in similar services under analogous circumstances;
 4. Bill the **PCAF** for the delivery indicating among others, the actual number of copies of newsletters and the amount to be paid thereof;
 5. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.




Section 4

RESPONSIBILITIES OF PCAF

The **PCAF** shall:

1. Allocate and disburse funds in the total amount of **Php97,560.00** to **BOXDEL PRINTING SERVICES** for the printing and delivery of 21,680 copies of newsletter scheduled as follows:



Period Covered	Production Period	No. of Copies	Total Cost
January -March 2024	March 2024	5,420	24,390.00
April - June 2024	July 2024	5,420	24,390.00
July - September 2024	October 2024	5,420	24,390.00
October - December 2024	December 2024	5,420	24,390.00
TOTAL		21,680	97,560.00

2. Provide ready-to-print digital files of the newsletter;
3. Provide the cut-out labels containing the name and address of the recipients; and
4. Ensure that the newsletters are in accordance with the requirements and specifications as indicated in the approved Purchase Request;

Section 5

TERMS OF PAYMENT

PCAF is obligated to pay the **SUPPLIER** within thirty (30) days after delivery, inspection, and acceptance of each issue of the newsletter and receipt of the billing statements.

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 8

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 9

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 10

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 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 11

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.



JUL 08 2024

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

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF


JULETA E. OPULENCIA
OIC Executive Director

BOXDEL PRINTING SERVICES
SUPPLIER


IRENE BROSAS
Account Executive


SIGNED IN THE PRESENCE OF:




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

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 97,500.-
BS No. 02-101101-2024-07-744


JOSE REDENTOR H. BESENI0
Chief, Budget Section

FUNDS AVAILABLE: ₱ 97,500.-
Control No. 02-101101-2024-07-746


MARIA DIVINA P. GONZALES
Chief, Accounting Section



ACKNOWLEDGEMENT

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

QUEZON CITY **JUL 08 2024**

Before me, Notary Public, for and in _____ this _____ day of _____ 2024 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Gov ID	Issued at	Issued on
JULIETA E. OPULENCIA	SC # 20-30902	Cainta, Rizal	October 2, 2020
IRENE BROSAS	TIN 723-809-926-000	Manila	June 27, 2018

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



Notary Public

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Book No. XIII
Series of 2024

ATTY. MANNY V. GRACIASIN
NOTARY PUBLIC
COMMISSION NO. 029 UNTIL DEC. 31, 2024 Q.C.
DPOS BLDG. GRD. FLR. QUEZON CITY HALL
IBP NO. 380703 / 12-29-23 / QUEZON CITY
PTR NO. 5428107 / 01-02-24/QUEZON CITY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO. VII-0028698 Until 04/14/25
TIN NO. 243-085-918

