

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this MAY 21 day of 2025 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 Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its Executive Director, **BERNADETTE DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

- and -

**PHILCOPY CORPORATION**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at **793 J.P. Rizal Avenue, Poblacion, Makati City**, represented in this Act by its duly Authorized Representative, **JOSE JUN R. ZARACENA**, Account Executive, hereinafter referred to as the **SUPPLIER**;

WITNESSETH:

**WHEREAS**, the **PCAF** invited Bids for certain goods and ancillary services, particularly **ONE (1) LOT FIVE (5) UNITS HIGH QUALITY MULTIFUNCTION NETWORK PRINTERS AND ONE (1) DIGITAL LED PRINTER** with **ITB No. 2025-001** and has accepted a Bid by the **SUPPLIER** for the supply of those goods and services in the sum of **One Million Seven Hundred Seventy-One Thousand Seven Hundred Seventy-Six Pesos Only (Php 1,771,776.00)** (hereinafter called "the Contract Price").

**WHEREAS**, the **SUPPLIER** is engaged in the supply, delivery of desktop computers, laptop computers and software and had submitted its bid;

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

**WHEREAS**, the opening of bids was held on March 20, 2025 at the Apacible Conference Room A, 3<sup>rd</sup> Floor, Apacible Hall, PCAF Building, DA Compound, Elliptical Road, Diliman, Quezon City;

**WHEREAS**, the **SUPPLIER** passed the post-qualification pursuant to Section 34 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

**WHEREAS**, after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Single Calculated and Responsive Bid for the procurement of **ONE (1) LOT FIVE (5) UNITS HIGH QUALITY MULTIFUNCTION NETWORK PRINTERS AND ONE (1) DIGITAL LED PRINTER**, thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

**WHEREAS**, **PCAF** issued the Notice of Award to the **SUPPLIER** on April 22, 2025;

**NOW THEREFORE**, for and in consideration of the abovementioned premises, the **PCAF** and the **PHILCOPY CORPORATION**, hereby agrees 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 referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

I. Philippine Bidding Documents (PBDs);

- i. Schedule of Requirements;
- ii. Technical Specifications;
- iii. General and Special Conditions of Contract; and
- iv. Supplemental or Bid Bulletins, if any

II. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

III. Performance Security;

IV. Notice of Award of Contract; and the Bidder's conforme thereto; and

V. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **ONE MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SIX PESOS (Php 1,771,776.00)** inclusive of all applicable government taxes and fees, **PHILCOPY CORPORATION**, agrees to deliver **ONE (1) LOT FIVE (5) UNITS HIGH QUALITY MULTIFUNCTION NETWORK PRINTERS AND ONE (1) DIGITAL LED PRINTER** in accordance with its Bid.

4. The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)** agrees to pay the above-mentioned sum to the **SUPPLIER** after the completion of the deliverables and receipt of the billing statement.

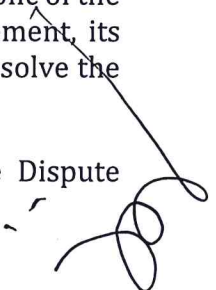
5. The **SUPPLIER** binds itself to provide warranty and technical support services for the aforementioned products/goods.

6. The **SUPPLIER** shall acknowledge the receipt of payment by issuing an Official Receipt in the name of **PCAF**.

7. No Amendment to this Agreement may be made except by a written instrument signed by both **PARTIES**, executed in the same formalities as this Agreement.

8. This Agreement is governed by, and construed in accordance with, the laws of the Republic of the Philippines. Any dispute between the **PARTIES** arising out of, or relating to this agreement, its interpretation or performance hereunder, the **PARTIES** shall exert their best efforts to resolve the dispute amicably through negotiation.

If such dispute cannot be settled amicably, the **PARTIES** shall resort to Alternative Dispute Resolution (ADR) through arbitration.





Should the resort to arbitration fail, the **PARTIES** agree that all suits shall be filed in the appropriate courts of **QUEZON CITY** only, to the exclusion of all other courts.

9. 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 contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

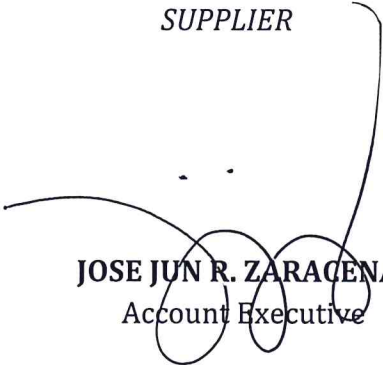
The amount of liquidated damages shall be deducted from any payments due or that may become due to the **SUPPLIER** under this Contract, without need for demand.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_ day of **MAY 21 2025** 2025 at Quezon City, Philippines.

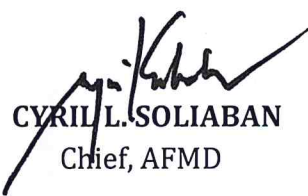
**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
*PCAF*

  
**BERNADETTE DE LOS SANTOS**  
Executive Director

**PHILCOPY CORPORATION**  
*SUPPLIER*

  
**JOSE JUN R. ZARACENA**  
Account Executive

SIGNED IN THE PRESENCE OF:

  
CYRIL L. SOLIABAN  
Chief, AFMD

  
MAXIMIANO TORRES  
Sales Manager, Phicopy Corp.

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES


ALLOTMENT AVAILABLE: ₱1,771,776

OBS No. 061021012025-05-060

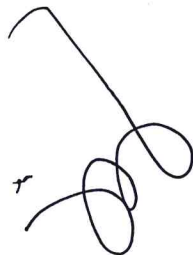
FUNDS AVAILABLE: ₱1,771,776

Control No. 2025-05-0111

  
JOSE REDENTOR H. BESENIO  
Chief, Budget Section

  
MARIA DIVINA P. GONZALES  
Chief, Accounting Section





ACKNOWLEDGEMENT

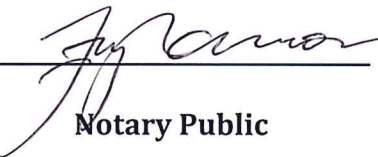
Republic of the Philippines )  
City of Makati ) s.s.

Before me, Notary Public, for and in CITY OF MAKATI this MAY 21 2025 day of 2025  
appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID No.	Issued at	Issued on
BERNADETTE DE LOS SANTOS	5407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
JOSE JUN R. ZARACENA	N01-09-005547	Makati City	Dec. 13, 2022

Both affiants, known to me and whom I have identified through competent evidence of identity, to be the same person who executed the foregoing Contract of Agreement, consisting of \_\_ pages, including this page, and acknowledge to me that the same is their free and voluntary act and deed, as well as that of the agency/institution they respectively represent.

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

  
Notary Public  
ATTY. RAYMOND A. RAMOS  
COMMISSION NO. M-229  
NOTARY PUBLIC FOR MAKATI CITY  
UNTIL DECEMBER 31, 2026  
2364 ANGONO STREET  
BARANGAY POBLACION 1210, MAKATI CITY  
SC Roll No. 62179/04-26-2013  
IBP NO. 499549/01-06-2025/Pasig City  
PTR NO. MKT 10+94504/01-22-2025/Makati City  
MCLE Compliance No. VIII-0012898/04-14-2028

Doc. No. 138  
Page No. 29  
Book No. 368  
Series of 2025.

“DOCUMENTARY STAMP TAX PAID”  
 MAY 21 2025  
(SIGNATURE) (DATE OF PAYMENT)



