

CONTRACT OF AGREEMENT



KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this _____ 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 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-

VJ GRAPHIC ARTS, INC., a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at 12 NO Future Point Plaza 2, 115 Mother Ignacia Avenue, Quezon City, represented in this Act by its duly authorized representative, **PERCIVAL DATU**, Director, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the **PCAF** requested the printing of 21,680 pieces of quarterly newsletter for distribution to stakeholders and partners through PR No. 25-02-063 and was posted in the PhilGEPS for bidding;

WHEREAS, the **SUPPLIER** is engaged in the printing and delivery of quarterly newsletter and had submitted its quotation;

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Lowest Calculated and Responsive Bid, 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 February 28, 2025;

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** shall provide the required printing of 21,680 pieces of quarterly newsletter for distribution to stakeholders and partners for the total amount of **ONE HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED FOUR PESOS (Php 169,104.00)** with the following specification/requirements:

- Paper: 8 pages (4 leaves, back-to-back)
- 8.27in x 11.69in (A4 size)
- A3 (11.69 x 16.54 spread sheet)
- 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

Section 6

RESPONSIBILITIES OF PCAF

The PCAF shall:

1. Allocate and disburse funds in the total amount of **ONE HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED FOUR PESOS (Php 169,104.00)** to **VJ GRAPHIC ARTS, INC.** for the printing of 21,680 pieces of quarterly newsletter for distribution to stakeholders and partners;
2. Pay the **SUPPLIER** after completion of the deliverables and receipt of the billing statement;
3. Provide soft copy of the cut out labels for the newsletter mailing address
4. Provide a representative available for the details of the newsletter printing.

Section 7

TERMINATION OF CONTRACT

Either party may terminate this Contract upon **thirty (30) days written notice** to the other party.

In case of non-compliance or breach of contract, the non-breaching party may terminate this Contract immediately.

Section 8

VENUE OF ACTION AND DISPUTE RESOLUTION

Any dispute arising from this Contract shall first be settled amicably. If no settlement is reached, the dispute shall be exclusively brought before the proper courts of Quezon City, Philippines.

Section 9

FORCE MAJEURE

Neither party shall be held liable for any failure or delay in the performance of any of its obligations due to force majeure events, such as acts of God, fires, earthquakes, natural disasters, war, terrorism, floods, government intervention, epidemics, or other events that render performance illegal, impossible or impractical.

The affected Party must promptly notify the other Party of the Force Majeure Event and make reasonable efforts to mitigate its effects and resume performance as soon as practicable.

Section 10

LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of R.A. No. 9184, the **SUPPLIER** shall be liable for liquidated damages in the event of a breach of contract.



In the event that the **SUPPLIER** fails to perform any of the services required under this Contract within the specified period or fails to deliver the required outputs to the satisfaction of **PCAF**, the **SUPPLIER** shall be liable for liquidated damages. Such damages shall be imposed at a rate equivalent to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed portion of the Contract for each day of delay.

If the cumulative liquidated damages reach ten percent (10%) of the contract value, the **PCAF** may rescind or terminate the contract, without prejudice to other available remedies.

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

Section 11

OTHER CONDITIONS OF THE CONTRACT

- a. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- b. The **SUPPLIER** shall ensure the notarization of this Contract, and all expenses related to the notarization shall be borne by the **SUPPLIER**.
- c. 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.
- d. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of APR 07 2025 2025 at Quezon City, Philippines.


**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF


JULIETA E. OPULENCIA
OIC-Executive Director

VJ GRAPHIC ARTS, INC.
SUPPLIER


PERCIVAL DATU
Director

SIGNED IN THE PRESENCE OF:




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

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱169,104.-
BS No. 021011012025-03-0238

FUNDS AVAILABLE: ₱169,104
Control No. 2025-03-00061


JOSE REDENTOR H. BESENIO
OIC-Assist. Division Chief AFMD &
Chief, Budget Section


MARIA DIVINA GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

APR 07 2025

Before me, Notary Public, for and in Quezon City this ____ day of ____ 2025
appeared the following persons presenting to me their respective identifications, to
wit:


Affiant	Passport No./CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC # 20-30902	Cainta, Rizal	October 2, 2020
PERCIVAL DATU	N02-91-174639	Makati City	October 13, 2023

Both affiants known to me and whom I have identified through competent evidence of
identity, to be the same persons who executed the foregoing Contract Agreement,
consisting of five (5) 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 they respectively
represent.

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

Notary Public

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Page No. 85
Book No. 451
Series of 2025


ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-008 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2025
No. 7M Panay Ave. cor. Sct. Borromeo St., Q.C.
IBP No. 492597; Q.C.; 1-2-2025
PTR No. 7009622; Q.C.; 1-2-2025
MCLE VII-0019570; 5-30-22

