

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

25 JUN 2025

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 Executive Director, **BERNARDETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

PDHN ADVERTISING AND PRINTING SERVICES, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Unit 2, Don Bosco Youth Center, C. P. Garcia Street, Tondo Manila, represented in this Act by its duly authorized representative, **HECTOR ATON**, Authorized Representative, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of **one (1) lot design, fabrication, and set-up of PCAF'S 12th ANNIVERSARY EXHIBIT** through Purchase Request No. 25-06-299. The procurement opportunity was posted on the PhilGEPS website, and a Request for Quotation was emailed to three (3) prospective suppliers with known qualifications;

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED FIFTY THOUSAND PESOS (PhP 150,000)**.

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 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 Republic Act No. 9184;

WHEREAS, the Bids and Awards Committee (BAC) opened the bid on June 23, 2025

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Lowest Calculated and Responsive Quotation (LCRQ), 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 June 23, 2025;

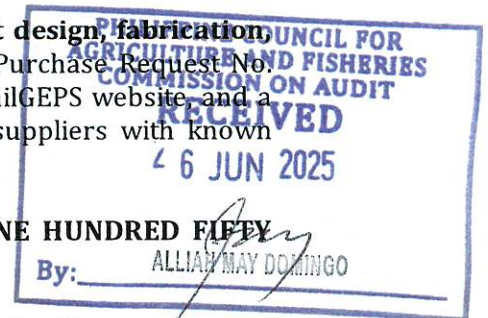
NOW THEREFORE, in view of the foregoing premises, the parties have agreed to these following terms and conditions:

Section 1

SCOPE OF SERVICES

The **SUPPLIER** shall provide the required **one (1) lot design, fabrication, and set-up of PCAF'S 12th Anniversary Exhibit**.

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provision

Section 2

CONTRACT PRICE

The total contract price is **EIGHTY-NINE THOUSAND NINE HUNDRED NINETY-SIX PESOS (Php 89,996.00) inclusive of all applicable government taxes and fees** for the services provided.

Section 3

RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

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1. Provide the required fabricated promotional exhibit for the total amount of **EIGHTY-NINE THOUSAND NINE HUNDRED NINETY-SIX PESOS (Php 89,996.00)**, with the following details:
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 on the agreed date;
4. Submit the Billing Statement on the completion of one (1) lot printing, fabrication, and set-up of PCAF 12th 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 **EIGHTY-NINE THOUSAND NINE HUNDRED NINETY-SIX PESOS (Php 89,996.00)** to **PDHN ADVERTISING AND PRINTING SERVICES** for the procurement of one (1) lot printing, fabrication, and set-up of PCAF 12th 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 12th anniversary logo, tarpaulin designs, and other digital files for the design of the exhibit

Section 5

INCLUSION IN THE SERVICES

The **SUPPLIER** shall provide the following items and services:

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Item Description	Quantity
1. PhotoBooth a. Panel - (1pc) Size: 86 in (h) x 96in (W) b. Rear Base (behind panel) - (1pc) Size: 10 in (h) x 96in (L) x 27 in (W) Thick: 2mm Material: Sintra Board and Wood	2
2. Milestones a. Sintra Board - (2pcs) Size: 127 inches(H) x 84inches (W) x 2mm (thickness)	2
3.12th Anniversary Logo at main exhibit a. PCAF @ 12 Size: 30 inches (h) x 33 inches (W) x 5in (thickness) - Acrylic with lights inside b. Base Size: With 6 inches (h) x 42 inches (L) x 6 inches ft (W) Text: 35 inches (L) x 4 inches (h)	2
4. Round Sintra Board (cut-out) a. PCAF @ 12 Diameter: 10 inches	7
- Delivery and manpower for ingress (June 25, 2025) and egress (July 4, 2025)	

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Section 6

TERMINATION OF CONTRACT

Either party may terminate this Contract for any material breach committed by the other party, provided that the erring party is given written notice of the breach and fails to remedy the same within a reasonable period, as warranted by the circumstances.

Termination shall take effect upon the issuance of a written notice served at least one (1) day before the intended termination date, unless otherwise provided in this Contract.

Section 7

VENUE OF ACTION AND DISPUTE RESOLUTION

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

Section 8

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,

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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 9

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LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of R.A. No. 9184, the contractor/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 Procuring Entity may rescind or terminate the contract, without prejudice to other available remedies.

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.

Section 10

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 exercise due diligence in the performance of its duties.
- c. In case of damage or loss to the property of the participants of **PCAF** caused by negligence of the **SUPPLIER's** personnel or employee, the **SUPPLIER** shall be liable for the damages.
- d. 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.
- e. Should any provision of this Contract, or any part thereof, be declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions, insofar as they are separable from the invalid ones, shall remain in full force and effect.
- f. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

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(Handwritten signature)

25 JUN 2025

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

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**

PCAF

**PDHN ADVERTISING AND
PRINTING SERVICES**


SUPPLIER


BERNADETTE B. DE LOS SANTOS
Executive Director

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HECTOR ATON
Authorized Representative


SIGNED IN THE PRESENCE OF:


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

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES


ALLOTMENT AVAILABLE: ₱89,996.00
BS No. 024011012025-06-0752

FUNDS AVAILABLE: _____
Control No. _____


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


MARIA DIVINA GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

25 JUN 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	ID No./CTC No.	Issued at	Issued on
BERNADETTE DE LOS SANTOS	5407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
HECTOR ATON	N03-05-001229	Manila	September 30, 2024

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 six (6) pages, including this page, and acknowledged 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

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Book No. 22
Series of 2025

ATTY. RIZAL JOSEF. VALMORES
NOTARY PUBLIC IN QUEZON CITY
Commission No. / Adm. Matter No. 003 (2025-2026)
IBP O.R. No. 47850 / 10-23-24 PTR No. 7016197
Roll No. 28435 / TIN: 305-416-843
MCLE No. VIII-0008500 valid until April 14, 2028
Add: #473 Boni Serrano Road, Barangay San Roque,
Murphy, Quezon City



Jose Rizal

H. Villanueva