

CONTRACT OF AGREEMENT

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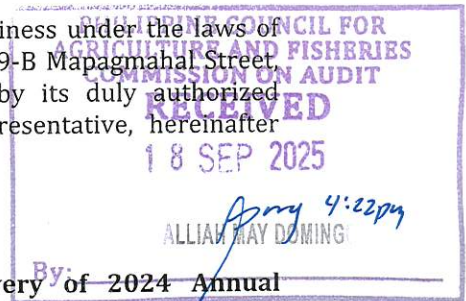
SEP 17 2025

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-

LJB PRINTING SERVICES, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address 39-B Mapagmahal Street, Barangay Pinyahan, Quezon City, represented in this Act by its duly authorized representative, **LUZVIMINDA BUENAFLOR**, Authorized Representative, hereinafter referred to as the **SUPPLIER**;



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WITNESSETH

WHEREAS, the **PCAF** requested the **printing and delivery of 2024 Annual Accomplishment Report** through Purchase Request No. 25-08-380. 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 **TWO HUNDRED THIRTY FIVE THOUSAND PESOS (PhP 235,000)**.

WHEREAS, the **SUPPLIER** has represented and warranted itself as a capable, competent, and duly licensed provider of services for the printing and delivery of 2024 Annual Accomplishment Report 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 Small Value Procurement pursuant to Section 34 of the Implementing Rules and Regulations of Republic Act No. 12009;

WHEREAS, the Bids and Awards Committee (BAC) opened the bid on September 2, 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 September 8, 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 be responsible for the complete printing and delivery of the 2024 Annual Accomplishment Report, ensuring compliance with all technical specifications, quality standards, and delivery timelines as prescribed by the Procuring Entity.

[Handwritten signature]

Section 2

CONTRACT PRICE

The total contract price is **ONE HUNDRED FIFTY SEVEN THOUSAND NINE HUNDRED NINETY PESOS (Php 157,990.00) inclusive of all applicable government taxes and fees** for the services provided.

Section 3

RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the required 370 copies of 2024 Annual Accomplishment Report for the total amount of **ONE HUNDRED FIFTY SEVEN THOUSAND NINE HUNDRED NINETY PESOS (Php 157,990.00)**;
2. Submit to **PCAF** a copy of the final mock-up for approval prior to printing;
3. Deliver the printed 370 copies of 2024 Annual Accomplishment Report within twenty (20) working days after submission of the approved final mock-up
4. Submit the Billing Statement on the completion of printing and delivery of 2024 Annual Accomplishment Report ; and
5. Acknowledge receipt of payment by issuing an Official Receipt in favor of **PCAF**.
6. Ensure that the Contract, duly signed by both parties, is notarized.

Section 4

RESPONSIBILITIES OF PCAF

The **PCAF** shall:

1. Allocate and disburse funds in the total amount of **ONE HUNDRED FIFTY SEVEN THOUSAND NINE HUNDRED NINETY PESOS (Php 157,990.00)** to **LJB PRINTING SERVICES** for the procurement of ;
2. Ensure that the delivered 370 copies 2024 Annual Accomplishment Report are in accordance with the requirement and specifications as indicated in the approved Purchase Request;
3. Pay the **SUPPLIER** after delivery of the 2024 Annual Accomplishment Report and receipt of the billing statement; and
4. Provide the **SUPPLIER** with the soft copy of the PCAF 2024 Annual Accomplishment Report

Section 5

INCLUSION IN THE SERVICES

The **SUPPLIER** shall be responsible for the printing and delivery of 2024 Annual Accomplishment Report in accordance with the quantity and specifications indicated below:



Item Description	Quantity
Printing and Delivery of 2024 Annual Accomplishment Report	370
SPECIFICATIONS:	
Color proofing: Full color	
Size:	
cover: 8.5" x 11"/Spread 17 x 11	
text pp: 8.5" x 11"/Spread 17 x 11	
No. of pages: 148 pages	
Inside - 144 pages	
Cover - 4 pages	
Paper Stock:	
cover: C2S #220 (2 sides coated, glossy)	
inside pages: Matte #100	
Process: Offset machine	
Binding: Perfect binding	
Color:	
cover: full color with matte lamination and spot UV	
inside: full color (pages with pictures, artwork or table)	
Packaging:	
With plastic casing	
Computer Software/Program to be Used: Adobe In Design CS6	
Soft copy file provided by PCAF	
*Bidders to submit at least three (3) samples of their printed materials.	
* Maximum of three (03) mock ups with minor revisions.	
<i>Price is VAT-inclusive</i>	
Delivery date: 20 working days after submission of final mock-up	

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, 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

LIQUIDATED DAMAGES

As provided in Section 71.1.4 of the Implementing Rules and Regulations of Republic Act No. 12009, Liquidated damages shall be imposed if any or all of the contracted Goods remain undelivered on the specified date, including the duly granted extensions.


When the supplier, manufacturer, or distributor fails to satisfactorily deliver the goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity. The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

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. The provisions of Republic Act No. 12009 and its Implementing Rules and Regulations shall have supplementary application to this Contract. In case of conflict, the said law and its IRR shall prevail.

f. 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.

g. No part of this contract, including any rights arising therefrom, may be transferred, assigned, or subcontracted to third parties without the prior written consent of **PCAF**.

h. 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 **SEP 17 2025** day of _____ 2025 at Quezon City, Philippines.

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PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

LJB PRINTING SERVICES

PCAF

SUPPLIER

[Signature]

BERNADETTE B. DE LOS SANTOS
Executive Director III

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LUZVIMINDA BUENAFLORES
Authorized Representative

SIGNED IN THE PRESENCE OF:

[Signature]

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

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱157,990.-
BS No. 021011012025-09-1121

FUNDS AVAILABLE: ₱157,990.⁰⁰
Control No. 2025-09-0225

[Signature]

JOSE REDENTOR H. BESENIO
Chief, Budget Section

[Signature]

MARIA DIVINA GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

Before me, Notary Public, for and in QUEZON CITY this SEP 17 2025 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
LUZVIMINDA BUENAFLOR	N25-96-015644	Quezon City	April 18, 2023

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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.

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ATTY. CONCEPCION P. VILLAREÑA
 NOTARY PUBLIC FOR QUEZON CITY
 ADM. MAT. NO. 121 (2024-2025)
 Notary Public
 UNTIL DECEMBER 31, 2025
 ROLL NO. 30457
 IBP NO. 461667
 PTR NO. 6989624 / 01-02-25
 MCLE NO. VIII-0031753 / 04-14-28
 TIN NO. 131-942-754

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