

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this JUN 22 2018 day of _____ 2018 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, an attached agency of the Department of Agriculture, created pursuant to Executive Order No. 366 dated October 4, 2015, and the Department of Budget and Management approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with an office address at Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its Executive Director, **SARAH GUTIERREZ-CAYONA**, herein referred to as the **FIRST PARTY**;

-and-

CENTREX CORPORATION, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Shaw Boulevard, corner 208 Pilar St., Mandaluyong City duly represented by its Account Sales Executive, **MICHAEL M. FERNANDEZ**, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH

WHEREAS, the **FIRST PARTY** requires the procurement of services involving the Conceptualization, Design and Fabrication of Booth Display with Pop-Up Display for the PCAF 5th Anniversary.

WHEREAS, the **SECOND PARTY** is engaged in handling exhibitions and events projects as well as in the design and fabrication of display and other creative services;

WHEREAS, the **FIRST PARTY** has decided through BAC Resolution No. 0104, Series of 2018 to award the procurement of the said services to the **SECOND PARTY**;

WHEREAS, the **FIRST PARTY** issued the Notice of Award to the **SECOND PARTY** on June 18, 2018;

WHEREAS, the **SECOND PARTY** has agreed to provide above mentioned services to the **FIRST PARTY**;

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

A. OBLIGATIONS OF THE FIRST PARTY

1. Obligate and disburse funds in the total amount of **One Hundred Seventy Thousand Eight Hundred Seventy Six Pesos and Sixteen Centavos (Php 170,876.16)** to **CENTREX CORPORATION** for the Conceptualization, Design and Fabrication of Booth Display with Pop-Up Display for the PCAF 5th Anniversary;
2. Pay the **SECOND PARTY** after completion of services and receipt of the billing statement, subject to the usual accounting and auditing rules and regulations; and
3. Impose liquidated damages, a sum equivalent to one-tenth of one percent (1/10 of 1%) of the contract price for each day of delay, in case of failure to deliver the services within the period specified under the Contract.

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B. OBLIGATIONS OF THE SECOND PARTY

1. Provide the required services as stated on the Purchase Request and BAC documents for the Conceptualization, Design and Fabrication of Booth Display with Pop-Up Display for the PCAF 5th Anniversary, the details of which are as follows:
 - a. Conceptualization and design;
 - b. Printing of Graphics;
 - c. Design execution using two (2) sets of pop-up display panels (230 cm x 230 cm ht) with lights, hard cover, aluminum frame, 2 graphic front panel, 2 graphic back panel and magnetic channel bars (outright purchase);
 - d. Rental of exhibition services (green carpet, grass carpet, 1 set of bench and wooden construction wall);
 - e. Manpower and logistic services for the ingress, egress and delivery and set-up of items.
2. Provide the FIRST PARTY the corresponding Official Receipt for the payment made;
3. Pay the liquidated damages incurred, if any;
4. Perform pre-/post activities.

IN WITNESS WHEREOF, the parties hereby affix their signatures this JUN 22 2018 day of _____ 2018 at Quezon City, Philippines.

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

First Party

[Signature]
SARAH GUTIERREZ-CAYONA
 Executive Director

ALLOTMENT AVAILABLE: P 170,876.16
 BS No. 02-101101-2018-06-469
[Signature]
JOSE REYDENTOR H. BESENO
 Chief, Budget Section

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

CENTREX CORPORATION
 Second Party

[Signature]
MICHAEL M. FERNANDEZ
 Account Sales Executive

FUNDS AVAILABLE: 170,876.16
 CONTROL NO. 02-101101-2018-06-469
[Signature]
MARIA TERESA P. GONZALES
 Chief Accountant

ACKNOWLEDGEMENT

Before me, Notary Public for and in QUEZON CITY this JUN 22 2018 day of _____ 2018 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
SARAH GUTIERREZ-CAYONA	PCAF ID 201622	Quezon City	
MICHAEL M. FERNANDEZ	4313		

Known to me to be the same persons who executed and voluntarily signed the foregoing Contract which they acknowledged before me as their own, free and voluntarily act and deed with full authority to sign in that capacity.

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

[Signature]
MICHAEL BARTOLOME M. BAYOTAN

Notary Public
 Commission No. NP-0302017-2018
 Expires on December 31, 2018

Unit 204, Tony Galvez Building, 124, 9th Avenue

Notary Public

IBP Lifetime No. 011221 Pasig City/Nov. 07, 2012

PTR No. 5520229 Quezon City/Jan. 03, 2018

MCLE Compliance No. V-0012059 November 24, 2015

Attorney's Roll No. 50130

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