

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

18 - 08 0076

This Contract, made and entered into this 15 FEB 2018 day of _____ 2018 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)** an agency attached to the Department of Agriculture, created pursuant to Executive Order No. 366 dated October 04, 2004, and the approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with 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**, hereinafter referred to as the **FIRST PARTY**.

-and-

COLOR1 DIGITAL, INC., a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at 2321 Marconi Street, San Isidro, Makati City represented by its Account Executive, **LEAH D. REGOSO**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the **PCAF** requires the printing and delivery of 36,000 copies of newsletter;

WHEREAS, the **SUPPLIER** is engaged in various printing services;

WHEREAS, the **PCAF** has decided through BAC Resolution No. 014 Series of 2018 to award the printing and delivery of 36,000 of newsletter to the **SUPPLIER**;

WHEREAS, the **PCAF** issued the Notice of Award to the **SUPPLIER** on January 29, 2018;

WHEREAS, the **SUPPLIER** has agreed to provide the printing and delivery of 36,000 copies of newsletter to the **PCAF**;

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

A. OBLIGATIONS OF FIRST PARTY

1. Allocates and disburses funds in the total amount of **₱235,980.00** to **COLOR1 DIGITAL, INC.**, for the printing and delivery of 36,000 copies of newsletters on a quarterly basis, broken down as follows:

Period Covered	No. of Copies	Unit Cost (₱)	Total Cost (₱)
January to March 2018	9,000	6.555	58,995.00
April to June 2018	9,000	6.555	58,995.00
July to September 2018	9,000	6.555	58,995.00
October to December 2018	9,000	6.555	58,995.00
	36,000		235,980.00

2. Provides the CD containing the contents of the newsletter;
3. Provides the cut-out labels containing the name and address of the recipient;
4. Pays the **SUPPLIER** within 30 days after delivery, inspection and acceptance of newsletters and receipt of the billing statement; and
5. Imposes liquidated damages, a sum equivalent to one-tenth of one percent (1%) of the contract price for each day of delay, in case of failure to make the full delivery within the period specified under the Contract.

B. OBLIGATIONS OF SUPPLIER

1. Provides to the **PCAF** the printing and delivery of 36,000 copies of newsletter on a quarterly basis based on the following specifications/requirements:

Paper: 8 pages (4 leaves, back to back)

8.27 in. x 11.69 in. (A4 size)

Stock: C2S Matte #80

Full Color: color separations provided by the printer

Soft copy file provided by PCAF

Binding: Saddle stitch

Computer Software/Program to be Used: Adobe
In Design CS6

Additional Requirements:

- * Folded Newsletter - 7,800 (every quarter)
- * Unfolded newsletter-1,200 (advance delivery)
- Total** - 9,000 copies each quarter
- * *The supplier will be in charge of pasting the names/ labels at the inbox of the newsletter (folded newsletters only). The PCAF to provide the cut out labels.*

2. Bills the **PCAF** for each quarter of delivery indicating among others, the actual number of copies of newsletters and the amount to be paid thereof; and
3. Acknowledges the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

C. GENERAL PROVISIONS:

The parties shall mutually agree to perform, fulfill and abide with all the provisions and requirements and all matters and things contained or could reasonably inferred from the Contract.

D. EFFECTIVITY AND DURATION:

This Contract shall take effect on the date of signing by both parties and shall remain in force and effect up to December 31, 2018, unless otherwise terminated or extended as mutually agreed upon by both parties.

18 - 08 0076

E. AMENDMENTS

All stipulations set forth in this Contract shall apply unconditionally, conditionally, but subject to amendments that may be called for or stipulated by the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 15 FEB 2018 day of _____ at the Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
FIRST PARTY**

**COLOR1 DIGITAL, INC.
SUPPLIER**

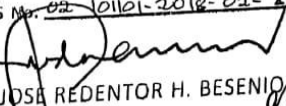
SARAH GUTIERREZ-CAYONA
Executive Director


LEAH G.D. REGOSO
Account Executive

SIGNED IN THE PRESENCE OF:


ALEXANDER S. DAROYA
Acting Chief, AFMD



ALLOTMENT AVAILABLE: ₱ 235,980.00
BS No. 02-10101-2018-02-80

JOSE REDENTOR H. BESENI0
Chief, Budget Section 8/8/18

Doc No. 691
Page No. 15
Book No. 6006
Series of 2018

ROBERT M. RAMIREZ
NOTARY PUBLIC
UNTIL DEC. 31, 2019
IBP NO. 017527/11-22-18 - Appointment M-177
ROLL NO. 28947/MCLE-4 NO. 0006324/6-18
PTR NO. MKT 6607723/1-3-18 MAKATI CITY
2734 MA. AURORA ST. MAKATI CITY