

CONTRACT AGREEMENT

FUNDS AVAILABLE-P 1,392,445.84
OBJECT 42202102
OBLIG. NO. 02-10/01-223-03-0777
ACCOUNTING OFFICER

KNOW ALL PERSONS BY THESE PRESENTS:

This CONTRACT OF AGREEMENT "Contract" is made and executed by and between:

COOPERATIVE DEVELOPMENT AUTHORITY (CDA), a government agency duly organized and existing by virtue of Republic Act No. 6939, as strengthened by Republic Act No. 11364, also known as the "Cooperative Development Authority Charter of 2019", with business address at 827 Aurora Boulevard, Service Road, Barangay Immaculate Conception, Cubao, Quezon City, represented by its Chairman, **JOSEPH B. ENCABO**, hereinafter referred to as the **Procuring Entity**;

and

DOÑA ALEJANDRA, INC. with business address located at Ground Floor ESNA Building, No. 30 Timog Avenue, Quezon City, represented by its President, **BENIGNO EMILIO P. RAMIREZ**, hereinafter referred to as "**the Supplier**"

The **PROCURING ENTITY** and **SUPPLIER** may hereafter be referred to individually as a "**PARTY**" or collectively as the "**PARTIES**".

WITNESSETH

WHEREAS, upon the invitation of the Procuring Entity, the Supplier submitted a bid for the project **PROCUREMENT OF A ONE-YEAR SUBSCRIPTION OF CLOUD COMPUTING SERVICE FOR THE ELECTRONIC DOCUMENT TRACKING MANAGEMENT INFORMATION SYSTEM (EDTMIS) OF COOPERATIVE DEVELOPMENT AUTHORITY (CDA) WITH CONTRACT NUMBER CDA-2023-02** in the amount of **ONE MILLION THREE HUNDRED NINETY TWO THOUSAND FOUR HUNDRED FORTY FIVE PESOS AND 84/100 (P1, 392, 445.84)** inclusive of applicable government taxes and fees (hereinafter called the "Contract Price", which the Entity subsequently accepted pursuant to **Bids and Awards Committee Resolution No. 2023-077**.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties hereby agree to enter a contract/agreement with the following terms and conditions:

1. **OBJECTIVE**

The **PROCURING ENTITY's** Electronic Document Tracking and Management Information System (EDTMIS) digitization project aims to improve document management processes through cloud computing services. To ensure sustainability, the project requires a reliable and scalable cloud hosting subscription to support growing data and document storage needs. This subscription will provide necessary resources and infrastructure, allowing the organization to operate smoothly.

2. **SUBSCRIPTION PERIOD**

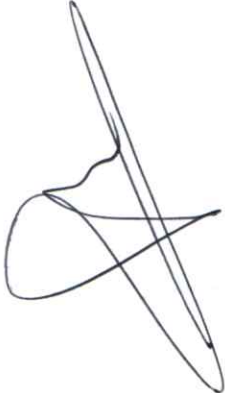
The Subscription of a Cloud Computing Services for the Electronic Document Tracking and Management Information System (EDTMIS) shall cover the period of one (1) year upon receipt of notice to proceed.

COMMISSION ON AUDIT
OFFICE OF THE AUDITOR
COOPERATIVE DEVELOPMENT AUTHORITY
AUG 03 2023
BY: [Signature] TIME: 9:14

3. PERFORMANCE SECURITY

Within ten (10) calendar days from receipt of the Notice of Award by the **SUPPLIER** from the **PROCURING ENTITY** but in no case later than the signing of the Contract by both parties, the **SUPPLIER** shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 Revised IRR of R.A. No. 9184.

In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:

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- a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, if the event it violates any of the conditions stated in the contract;
 - b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and
 - c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of R.A. No. 9184 upon lifting of the Calamity, or community quarantine or similar restriction, as the case may be.

4. SPECIFICATIONS AND SCOPE OF SERVICES

The **SUPPLIER** shall provide the following specifications and scope of services:

- a. Cloud Computing Services Provisioning for EDTMIS
 - a.1. Production Server
 - CPU: 8 core, RAM: 32GB, Network: Up to 5 Gigabit
 - Fully managed dedicated
 - Data Transfer In and Out (Unmetered bandwidth)
 - Operating System: Linux
 - Language: PHP 8.0.3 version
 - Database: MariaDB 10.4
 - Web Server: Apache 2.4
 - a.2. Production Storage
 - Storage: maximum 5TB
 - Number of instances: 1
 - Ave duration each instance: 730 hrs per month
 - Snapshot Frequency: Daily
 - Amount change per snapshot: 1 TB
 - a.3. Development Server
 - CPU:2, Memory:4GB, Storage: persistent, Network: Up to 5 Gigabit
 - Operating System: Linux
 - Language: Php 8.0.3 version
 - Database: Maria DB 10.4
 - Web Server: Apache 2.4
 - a.4. Network Uptime
 - Network Load Balancing
 - a.5. Email Services

- Unlimited Outgoing and Incoming emails
- Full Root Access
- Dedicated Resources
- Free content transfer
- 3 Dedicated IP
- Unlimited outgoing and incoming email server

a.6. IIS Web Server

- Instance Type: vCPU:2, 8GB RAM
- OS: Windows Server
- Storage: 100 GB / CPU: 2GB/ Memory 8GB

a.7. Infuse Management Solution (IMS) Web Server

- Instance Type: vCPU: 2, 4GB RAM
- Operating System: Windows Server
- Storage: 100 GB/ CPU: 2GB/Memory 4GB


- b. The **SUPPLIER** should migrate, configure and make the EDTMIS operational;
- c. The **SUPPLIER** should provide services and support coverage for one (1) year;
- d. During the subscription period, technical support shall be available twenty-four hours a day and seven days a week. Technical support may be delivered in the form of a telephone call, electronic mail, and/or on-site support as requested by the **PROCURING ENTITY**;
- e. Issues and concerns reported during the implementation period, shall be resolved to the satisfaction of the **PROCURING ENTITY** or within four (4) hours from receipt of the report;
- f. The **SUPPLIER** should provide an escalation procedure in reporting issues and concerns;
- g. The **SUPPLIER** shall provide Technical Training that can be a classroom type or online training based on the following schedule:

Technical Training	Schedule	No. of Participants	Duration
Administration and Management Training	Within fifteen (15) calendar days from receipt of the NTP	5 designated IT personnel	One (1) day

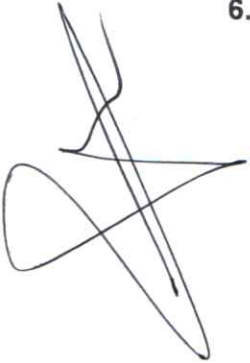
- h. All training must include a certificate of completion signed by a Certified Trainer;
- i. Travel and accommodation for onsite services outside Metro Manila should be covered by the **SUPPLIER**;
- j. The **SUPPLIER** shall submit a Certificate and/or Authorization to represent the Original Product Manufacturer (certificates will be required during the post-qualification);
- k. The **SUPPLIER** should maintain that the cloud computing services is up and running 24/7; and
- l. The **SUPPLIER** should protect the **PROCURING ENTITY's** digitized documents/files against any breach and threatened breach.

5. INCIDENTAL SERVICES

The **SUPPLIER** is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements contained in the Bidding Documents:

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- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the **SUPPLIER** of any warranty obligations under this Contract; and
 - e. training of the **PROCURING ENTITY's** personnel, at the **SUPPLIER's** plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

6. DELIVERY OF SPARE PARTS




The **SUPPLIER** is required to provide all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the **SUPPLIER** in connection with Item no. 4 of this Contract, *to wit*:

- a. Such spare parts as the **PROCURING ENTITY** may elect to purchase from the **SUPPLIER**, provided that this election shall not relieve the **SUPPLIER** of any warranty obligations under this Contract; and
- b. In the event of termination of production of spare parts:
 - b.1. **SUPPLIER** shall notify in advance the **PROCURING ENTITY** of the pending termination, in sufficient time to permit the **PROCURING ENTITY** to procure needed requirements; and
 - b.2. following such termination, furnishing at no cost to the **PROCURING ENTITY**, the specifications and drawings of the spare parts, if requested
- c. The spare parts shall be supplied as promptly as possible, but in any case within five (5) working days from placing of order.

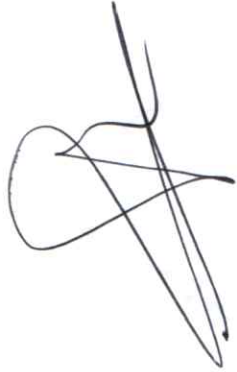
7. WARRANTIES OF THE SUPPLIER

For the subscription of cloud computing services, the warranties shall include the following:

- a. The **SUPPLIER** warrants that it shall conform strictly to the terms and conditions provided under the Technical Specifications;
- b. The **SUPPLIER** warrants that the technical staff assigned are qualified to provide the deliverables required to the satisfaction of the **PROCURING ENTITY**;
- c. The **SUPPLIER** shall secure, maintain at its own expense all registration, licenses, or permits required by National or Local Laws and shall comply



with the rules, regulations, and directives of Regulatory Authorities and Commissions. The **SUPPLIER** undertakes to pay all fees or charges payable to any instrumentality of government or any other duly constituted authorities relating to the use or operation of the installation;

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- d. The **SUPPLIER's** technical staff assigned to support **PROCURING ENTITY** shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices;
 - e. The **SUPPLIER's** technical staff assigned to support **PROCURING ENTITY** shall coordinate with the Information and Communications Technology Division (ICTD) in the implementation of this project;
 - f. The **SUPPLIER** shall be liable for loss, damage, or injury caused directly or indirectly by the fault or negligence of its technical staff assigned. It shall assume full responsibility thereof and the **PROCURING ENTITY** shall be fully released from any liability arising therefrom;
 - g. The **SUPPLIER** shall neither assign, transfer, pledge, nor subcontract any part or interest to the contract being bid out;
 - h. The **SUPPLIER** shall provide such packaging as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions, if any
- Any special handling instructions, if any
- Any relevant HAZCHEM classifications

8. INSPECTION

The inspection and approval as to the acceptability of the Goods vis-a-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the **SUPPLIER**. The inspection will push through as scheduled even in the absence of the **SUPPLIER's** representative, if the latter was duly notified. In which case the result of the inspection conducted by the **PROCURING ENTITY** shall be final and binding upon the Supplier.

9. TRANSPORTATION

Where the **SUPPLIER** is required under the Contract to deliver the Goods shall be arranged and paid for by the **SUPPLIER**, and the cost thereof shall be included in the Contract Price. The **PROCURING ENTITY** accepts no liability for the damage of Goods during transit.

10. INTELLECTUAL PROPERTY RIGHTS

The **SUPPLIER** shall indemnify the **PROCURING ENTITY** against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

11. CONFIDENTIALITY OF DATA

- a. All technical staff assigned by the **SUPPLIER** shall be required to sign a Non-Disclosure Agreement (NDA);
- b. The **SUPPLIER** agrees to hold all the foregoing information in strict confidence. The **SUPPLIER** further agrees not to reproduce or disclose any confidential information to third parties without the prior written approval of the **PROCURING ENTITY**; and
- c. Any violation of this clause shall be subject to corresponding sanctions, penalties, and/or fines under the Republic Act No. 10173 or the "Data Privacy Act of 2012", without prejudice to any other applicable criminal and/or civil liability.

12. BILLING AND PAYMENT

In order to proceed with the payment process, the **SUPPLIER** must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing state, as applicable:

- a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;
- b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and
- c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, in lieu of unnotarized PSD.

The **SUPPLIER** agrees that Fifty percent (50%) of **ONE MILLION THREE HUNDRED NINETY TWO THOUSAND FOUR HUNDRED FORTY FIVE PESOS AND 84/100 (P1, 392, 445.84)**, the total contract price, shall be paid upon completion of the delivery and configuration of cloud services while the remaining fifty percent (50%) upon final deployment and conduct of training.

13. FORTUITOUS EVENT

No **PARTY** shall be deemed to have faulted or breached this agreement for any delay of failure to fulfill any obligation by reason of force majeure or fortuitous event, including, but not limited to strikes, accidents, acts of war or terrorism, civil or military disturbances, natural calamities or acts of God, loss or malfunction of utilities, communications or computer software or hardware. Provided, however, that the **PARTIES** shall resume performance of their respective obligations as soon as reasonably practicable under the circumstances.

14. AMENDMENTS

The **PARTIES**, as the need arises, and upon mutual consent, may amend this agreement by an addendum duly signed by them and notarized by a notary public.

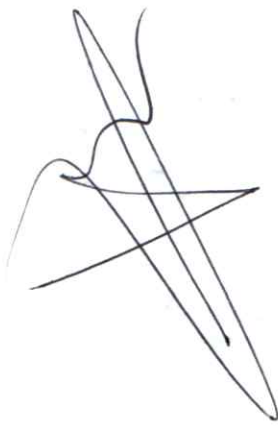


15. LIQUIDATED DAMAGES

All contracts executed in accordance with the Republic Act No. 9184 otherwise known as the "Government Procurement Reform Act" and its Implementing Rules and Regulations (IRR) shall contain a provision on liquidated damages which shall be payable by the **SUPPLIER** in case breach thereof. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **PROCURING ENTITY** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

16. TERMINATION OF CONTRACTS

The following are grounds for termination of contract for **default**:

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- a. Pursuant to Sec. 68 of the 2016 revised IRR, the **PROCURING ENTITY** may terminate the contract when outside of force majeure, the **SUPPLIER** fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the **PROCURING ENTITY** pursuant to a request made by the **SUPPLIER** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - b. Pursuant to Sec. 68 of the 2016 revised IRR, the **PROCURING ENTITY** may terminate the contract when, as a result of force majeure, the **SUPPLIER** is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the **PROCURING ENTITY** stating that the circumstance of force majeure is deemed to have ceased; or
 - c. The **PROCURING ENTITY** shall terminate the contract when the **SUPPLIER** fails to perform any other obligation under the Contract.

In addition, the **PROCURING ENTITY** may terminate the Contract, in whole or in part, at any time for its **convenience**. The **Head of the PROCURING ENTITY** may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

Moreover, the **PROCURING ENTITY** may terminate the contract in case it is determined prima facie that the **SUPPLIER** has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a. Corrupt, fraudulent, collusive, and coercive practices;
- b. Drawing up or using forged documents;
- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

17. SETTLEMENT OF DISPUTES. In case of conflict between or among the **PARTIES** arising from this Agreement, all **PARTIES** agree to freely and voluntarily submit themselves to necessary consultation and mediation for purposes of amicable settlement. In the event that the **PARTIES** fail to reach an amicable settlement of their dispute, the **PARTIES** hereby agree to submit themselves to arbitration under

Philippine jurisdiction, in accordance with Republic Act No. 876 or the "Arbitration Law", and Republic Act No. 9285 or the "Alternative Dispute Resolution Act", as may be applicable.

18. GOVERNING LAW. This Contract shall be construed and interpreted in accordance with the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184 and other applicable laws not inconsistent herewith.

Additionally, the Philippine Bidding Documents shall be deemed to form and be read and construed as integral part of this Agreement, viz:

- a. Schedule of Requirements;
- b. Technical Specifications;
- c. General and Special Conditions of Contract; and
- d. Supplemental or Bid Bulletins.

The **SUPPLIER** further agrees, that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part, be read and construed as part of this Contract.

19. SEPARABILITY. If any one or more of the provisions contained in this Contract be declared invalid, illegal or unenforceable in any respect under any applicable law, then:(i) the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and shall remain in full force and effect; (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision.

27 JUL 2023

IN WITNESS WHEREOF, both parties have hereunto set their hands this ___ day of _____ in Quezon City, Philippines.

**COOPERATIVE DEVELOPMENT AUTHORITY
PROCURING ENTITY**

**DOÑA ALEJANDRA, INC.
SUPPLIER**

Represented by:

Represented by:

**USEC. JOSEPH B. ENCABO
Chairman**

**BENIGNO EMILIO P. RAMIREZ
President/CEO**

Signed in the presence of

**Asec. MYRLA B. PARADILLO
Board Member III and
Acting Administrator**

PATRICK V. RAMOS

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

27 JUL 2023

BEFORE ME, this ___ day of _____ in Quezon City, Philippines, personally appeared the following persons:

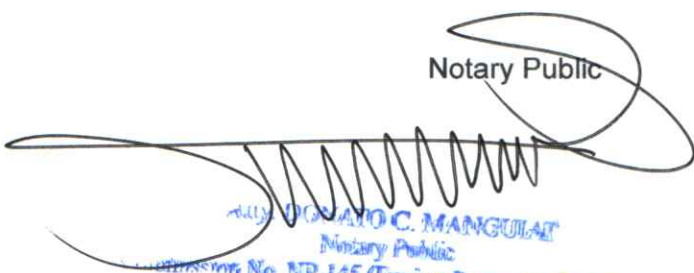
Name	Proof of Identification	Date and Place Issued
JOSEPH B. ENCABO Chairman/ Head of the Procuring Entity	PASSPORT PG 274056A	DFA DAVAO MARCH 3, 2018
BENIGNO EMILIO P. RAMIREZ President/CEO	PHIL PASSPORT PG 683427A	DFA P. PRINCESSA APRIL 5, 2018

All known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed and that of the agency or organization they represent. This document refers to Contract Agreement consisting of ___ () pages including the page where the acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page hereof.

27 JUL 2023

WITNESS MY HAND AND SEAL, this ___ day of _____ 2023, in Quezon City, Philippines.

Notary Public



Atty. DONATO C. MANGULAT
Notary Public
Commission No. NP-145 (Expires December 31, 2023)
TEP No. 260396, January 5, 2023, QC
PTR No. 4030587D, January 3, 2023, QC
Attorney's Roll No. 34845
MCLE VII No. 0019777
Mobile No. +639152654279
Office Address: No. 2 Marunong St., Brgy. Central, Q

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