

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten
(10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract of Service is made and entered into by and between:

The COOPERATIVE DEVELOPMENT AUTHORITY (CDA), a government agency organized and operating under Republic Act (RA) No. 6939, as strengthened by RA No. 11364 or the Cooperative Development Authority Charter of 2019, with office address at #827 Brgy. Immaculate Conception, Aurora Blvd., Quezon City, herein represented by the **Acting Administrator and Board Member III, MYRLA B. PARADILLO**, hereinafter referred to as the **PROCURING ENTITY**;

- and -

ULTIMATE CARE JANITORIAL AND ALLIED SERVICES, a business entity organized and existing by virtue of Philippine laws, with address at 4893 Novaliches St., Brgy. Olympia, Makati City herein referred to as the **SUPPLIER**;

(Each, a "Party", and collectively, the "Parties")

WITNESSETH that

WHEREAS, the **PROCURING ENTITY** is in need of janitorial services which who has the capacity to provide janitorial personnel-manpower; and to provide cleaning tools and equipment necessary to maintain the cleanliness and orderliness of the office premises in accordance with the Service Standards and Conditions and the Housekeeping Plan to be provided by the **PROCURING ENTITY**;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF JANITORIAL MANPOWER SERVICES AT CDA HEAD OFFICE FOR CY 2024 WITH CONTRACT NO. CDA-GOODS-2023-04** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWO MILLION TWO HUNDRED NINETY-NINE THOUSAND, SEVEN HUNDRED NINETY-FOUR PESOS AND 60/100 (P2,299,794.60)** (hereinafter called "the Contract Price").

WHEREAS, the **SUPPLIER** has the capacity to provide the janitorial services requirement of the **PROCURING ENTITY** to perform the obligation under this Contract;

WHEREAS, upon compliance with the procurement process under Republic Act No. 9184, this Contract has been awarded to the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the above premises the parties agreed to *undertake* the following:

1. **SCOPE OF CONTRACT.** This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of R.A. No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

Further, in this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications including Annex A or the Detailed Technical Specifications/Requirements;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents, which includes but is not limited to Notice to Proceed, Variation Orders, and Warranty Security that may be

required by existing laws and/or the Procuring Entity concerned in the PBDs. And shall likewise form part of the Contract.

3. **FORM OF PAYMENT.** The form of payment shall be limited to LDDAP or check payable to _____ through _____ at Account No. _____.
4. **SCHEDULE OF PAYMENT.** It will be a one-time payment and will be released within _____ days upon receipt of the _____.
5. **CONFIDENTIALITY OF DATA OR INFORMATION GATHERED.**

The **SUPPLIER** agrees that all data or information received or gathered in the course of or in the performance of the obligation shall be deemed and kept confidential. Such data or information shall not be divulged by the **SUPPLIER**, its employees or agents, to any third party without the written consent of the **PROCURING ENTITY**.

Upon the termination of this Contract, all information prepared, used, required or obtained by the **SUPPLIER** in relation to this Contract shall remain as exclusive property of the **PROCURING ENTITY** for safekeeping.

The foregoing obligation on confidentiality shall survive and subsist even after the termination or cancellation of this Contract.

6. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.**
 - a. This Contract does not create an employer-employee relationship between the **PROCURING ENTITY** and the **SUPPLIER**;
 - b. That the services rendered hereunder are not considered and will not be credited as government service; and
 - c. That the **SUPPLIER** is not entitled to benefits enjoyed by regular personnel of the **PROCURING ENTITY**.
7. **PROHIBITION OF ASSIGNMENT/SUBCONTRACT.** This Contract shall be binding upon the respective successors, executors, administrators, representatives and assigns of the **PARTIES** hereto. The **SUPPLIER**, however, may not assign or subcontract this Contract or any portion of the service specified herein without the prior written consent of the **PROCURING ENTITY**.
8. **PROHIBITION OF ASSIGNMENT/SUBCONTRACT.** This Contract shall be binding upon the respective successors, executors, administrators, representatives and assigns of the **PARTIES** hereto. The **SUPPLIER**, however, may not assign or subcontract this Contract or any portion of the service specified herein without the prior written consent of the **PROCURING ENTITY**.

9. **LIQUIDATED DAMAGES.** If for any other reason other than force majeure, the **SUPPLIER** fails to satisfactorily perform the services within the period specified in this Contract inclusive of duly granted time extensions if any, the **PROCURING ENTITY** shall impose liquidated damages at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay until actual performance.

10. **MISCELLANEOUS**

- a. **OWNERSHIP OF MATERIAL.** All intellectual property conceived and reduced to practice as, a direct result of the performance of the work and activity conducted under, or training resources/reference materials and other directly related outputs provided or required for, this Contract shall belong to the **PROCURING ENTITY**;
- b. **DISPUTE RESOLUTION CLAUSE.** In case of conflict between or among the **PARTIES** or among the **PARTIES** arising from the Contract of the Service, 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 Laws", and Republic Act No. 9285 or the "Alternative Dispute Resolution Act", as may be applicable.
- c. **MODIFICATIONS, AMENDMENTS, OR REVISIONS.** Any amendments to this Agreement shall be mutually agreed upon by both **PARTIES** and shall be contained in a written instrument signed by the authorized representatives of the **PARTIES**. Said instrument shall constitute an integral part of this Agreement.

Should circumstances necessitate the revision of the agreements embodied in this Contract, the concerned **PARTIES** shall, prior to such revision, coordinate in the process of revision and grant a reasonable grace period of implementation of such revision.


- d. **CANCELLATION.** The **PROCURING ENTITY** reserves the right to cancel this Contract at any time should the actuations or continued association of the **SUPPLIER** be considered as prejudicial to the **PROCURING ENTITY**.

Either **PARTY** may terminate this Contract for any reason as may be deemed appropriate before the expiration of the period, giving the other party prior written notice not less than fifteen (15) days before the intended day of termination.

- e. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Contract if such delay is due to force majeure. Force Majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented nor avoided despite the exercise of due diligence.
- f. **EFFECTIVITY.** This Contract of Service shall have a duration of one (1) year or from January until December 2024.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


USEC. JOSEPH B. ENCABO
Chairman
for:
**COOPERATIVE DEVELOPMENT
AUTHORITY**


ARLYN S. DE LEON-GREGORIO
Proprietor
for:
**ULTIMATE CARE JANITORIAL AND
ALLIED SERVICES**

SIGNED IN THE PRESENCE OF:


Asec. MYRLA B. PARADILLO
Board Member III and [✶] _d
Acting Administrator


RHODORA C. ADVINCULA
Operations and Marketing Officer

ACKNOWLEDGEMENT

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


BEFORE ME, this JAN 08 2024 day of JANUARY 2024 at QUEZON CITY personally appeared the parties with Evidence/Proof of Identity as specified below their respective names, known to me to be the same persons who executed the foregoing and acknowledged to me that the same are their own free and voluntary act and deed.

Name	Proof of Identification	Date and Place Issued
JOSEPH B. ENCABO Chairman/ Head of the Procuring Entity	TIN 911-056-890	
ARLYN S. DE LEON- GREGORIO Authorized and Designated Representative	Passport ID No.: P7591213B	Sept. 14, 2021 DFA Manila

This instrument known as Contract of Agreement for the Procurement of Goods consisting of six (6) pages including the page where this Acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, this JAN 08 2024 day of JANUARY 2024, in QUEZON CITY City, Philippines.

Notary Public


ATTY. JOSHUA P. LAPUZ
Notary Public Makati City
Until Dec. 31, 2025

Appointment No. M-016-(2024-2025)
PTR No. 10073910 Jan. 2, 2024 / Makati
IBP Lifetime No. 04897 Roll No. 45790
MCLE Compliance No. VI-0016565
G/F Fedman Bldg., 199 Salcedo St.
Legaspi Village, Makati City

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