

Contract Agreement Form for the Procurement of Goods (Revised)

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of MAY 10 2024 20____ between:

The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA)**, a national government agency created by virtue of Republic Act No. 6939 as strengthened by Republic Act No. 11364, with principal office address at 827 Aurora Blvd., Brgy. Immaculate Conception, Cubao, Quezon City, represented by its Chairman, **USEC. JOSEPH B. ENCABO**, and herein referred to as the **PROCURING ENTITY**;

and

OS1 SOLUTIONS INC., a corporation organized and existing by virtue of Philippine laws with business address located at #69 Roosevelt Ave. Parkwood Exec. Village Phase 1, Brgy. Maybunga, Pasig City represented by its Solutions Consultant, **MS. LHEA A. EDMA**, herein referred to as the **SERVICE PROVIDER**.

WHEREAS, the **PROCURING ENTITY** invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF FIREWALL SUBSCRIPTION FOR THE COOPERATIVE DEVELOPMENT AUTHORITY FOR FY 2024 WITH CONTRACT NO. CDA-GOODS-2024-02** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **EIGHT MILLION TWO HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED PESOS ONLY (P8,226,600.00)** (hereinafter called "the Contract Price").

WHEREAS, the **SERVICE PROVIDER** has the capacity to provide the goods and services required by 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 **SERVICE PROVIDER**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.

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. **DOCUMENTARY REQUIREMENTS.** 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;

Lhea A. Edma

Chief of Staff
A. Edna

- ii. Technical Specifications;
- 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 that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder 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 of the Contract.**

3. **PAYMENT.** In consideration for the sum of **EIGHT MILLION TWO HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED PESOS ONLY (P8,226,600.00)** or such other sums as may be ascertained, **OS1 SOLUTIONS INC.** agrees to the **PROCUREMENT OF FIREWALL SUBSCRIPTION FOR THE COOPERATIVE DEVELOPMENT AUTHORITY FOR FY 2024 WITH CONTRACT NO. CDA-GOODS-2024-02** in accordance with his/her/its Bid.

The **Cooperative Development Authority** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

FORM OF PAYMENT

The form of payment shall be limited to LDDAP or Check payable to _____ through _____ at Account No. _____.

Availability of funds for this Contract shall be subject to accounting and auditing rules and regulations. Delay in payment due to compliance with accounting rules and regulations and/or other circumstances beyond the control of the **PROCURING ENTITY** shall not be taken as a violation of the terms of the Contract.

4. **CONFIDENTIALITY OF DATA OR INFORMATION GATHERED.** The **PROVIDER** 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 **PROVIDER**, 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 **PROVIDER** in relation to this Contract shall remain as exclusive property of the **PROCURING ENTITY** for safekeeping. Further, any information accessed and downloaded by virtue of this contract must be purged from the Provider's system within 1 year after termination.

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

5. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.**

- a. This Contract does not create an employer-employee relationship between the **PROCURING ENTITY** and the **PROVIDER**;
- b. That the services rendered hereunder are not considered and will not be credited as government service; and
- c. That the **PROVIDER** is not entitled to benefits enjoyed by regular personnel of the **PROCURING ENTITY**.

6. **OWNERSHIP OF INTELLECTUAL PROPERTY/ OWNERSHIP OF MATERIAL**

Unless otherwise provided, all articles, plans, studies, data, documents, information, recordings, videos, or materials including copyright ownership, if any, that may be produced or used during the effectivity of this Contract, including 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, shall exclusively belong to the **PROCURING ENTITY** even upon the expiration or termination of this Contract.

7. **PROHIBITION OF ASSIGNMENT/SUBCONTRACT.** This Contract shall be binding upon the respective successors, executors, administrators, representatives and assigns of the **PARTIES** hereto. The **PROVIDER**, 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. **LIQUIDATED DAMAGES.** If for any reason other than force majeure, the **PROVIDER** 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.

9. **MISCELLANEOUS**

- a. **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.

Lhea A. Edna
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- b. **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. The 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.

- c. **VENUE OF ACTION.** The parties may file a case before the Court of Quezon City relative to disputes that are outside the scope of arbitration, for provisional remedies available to parties in arbitration but only the courts can enforce and for the purpose of implementing the award or the amicable settlement between parties

- d. **WAIVER.** Failure by either party to insist upon the other the strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as a modification of any of the provisions of this Contract or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

- e. **CANCELLATION.** The **PROCURING ENTITY** reserves the right to cancel this Contract at any time should the actuations or continued association of the **PROVIDER** 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.

- g. **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.

- g. **SEPARABILITY.** If any one or more of the provisions contained in this Contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (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.

- h. **EFFECTIVITY.** This Contract shall have a duration of One (1) Year upon activation of all 16 Accounts.

Lhea A. Edma
Christina

MAY 10 2024

IN WITNESS WHEREOF, the parties hereunto affix their signatures this ____ day of _____ 2024 at Quezon City, Philippines.


USEC. JOSEPH B. ENCABO
Chairman

for:

COOPERATIVE DEVELOPMENT
AUTHORITY


MS. LHEA A. EDMA
Solutions Consultant

for:

OS1 SOLUTIONS INC.

SIGNED IN THE PRESENCE OF:


Asec. SANTIAGO S. LIM
Administrator II


ELENITA P. ABAD
Solutions Consultant

ACKNOWLEDGEMENT

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

MAY 10 2024

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		
_____ Authorized and Designated Representative		

Shea A. Edma

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.

MAY 10 2024

WITNESS MY HAND AND SEAL, this ___ day of _____ 2024, in Quezon City, Philippines.

Hilario A. Untayao
ATTY. HILARIO A. UNTAYAO
Notary Public
Not. Com. Expires 31 December 2025
Roll No. 83825 - IBP No. 380081 (2024)
PTR No. 5561573 (2024-Quezon City)
MCLE No. VIII-0000996 (Until 2025)
26 Columbia St., Cubao, Quezon City

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