

Contract Agreement Form for the Procurement of Goods (Revised)

CONTRACT AGREEMENT

THIS AGREEMENT made the APR 08 2024 day of 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

MAROONSTUDIOS, INC., a corporation organized and existing by virtue of Philippine laws with business address located at Unit 1218 12F, Corporate 145 Bldg. Mother Ignacia Ave., Diliman, Quezon City, represented by its Business Development Manager, **CARLA JEAN L. CRUZ**, herein referred to as the **SUPPLIER**.

WHEREAS, the **PROCURING ENTITY** invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION OF CLOUD-BASED ELECTRONIC MAIL SERVICES FOR THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA) WITH CONTRACT NO. CDA-GOODS-2024-01** and has accepted a Bid by the **SUPPLIER** for the supply of those goods and services in the sum of **EIGHT MILLION NINE HUNDRED NINETEEN THOUSAND, THREE HUNDRED FORTY-SEVEN PESOS & 92/100 (P8,919,347.92)** (hereinafter called "the Contract Price").

WHEREAS, the **SUPPLIER** has the capacity to provide the goods and services required by the **PROCURING ENTITY** to perform the obligation under this Contract.

WHEREAS, in accordance with the procurement procedure required under Republic Act No. 9184, this Contract has been awarded to the **SUPPLIER**.

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;
 - 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 NINE HUNDRED NINETEEN THOUSAND, THREE HUNDRED FORTY-SEVEN PESOS & 92/100 (P8,919,347.92)**, **MAROONSTUDIOS, INC.** agrees to the **PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION OF CLOUD-BASED ELECTRONIC MAIL SERVICES FOR THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA)** or from (month)_____ until (month)_____ 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.

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 violation of the terms of the Contract.

4. **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.

5. **RELATIONSHIP OF THE PARTIES.** The **PARTIES** are independent entities and no employment relationship is created by this Agreement and neither party shall have the authority to represent the other.
6. **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**.
7. **LIQUIDATED DAMAGES.** If for any 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.
8. **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. **Venue of Actions.** 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. **Warranty and Representation.** The **PARTIES** warrant that the signatories of this contract have the legal capacity to enter and execute this contract.
- e. **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.
- f. **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**.

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 shall have a duration of one (1) year or from _____ until _____ 20__.

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**


MS. CARLA JEAN L. CRUZ
Business Development Manager

for.

MAROONSTUDIOS, INC.

SIGNED IN THE PRESENCE OF:


Asec. SANTIAGO S. LIM
Administrator II *off*


JENILYN R. MONDREO

ACKNOWLEDGEMENT

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

BEFORE ME, this APR 08 2024 day of APR 08 2024 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		
CARLA JEAN L. CRUZ Authorized and Designated Representative		

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.

WITNESS MY HAND AND SEAL, this APR 08 2024 day of APR 08 2024, 2024, in Quezon City, Philippines.

Notary Public

Doc. No. 291 ;
Page No. 18 ;
Book No. XXV ;
Series of 2024.

ATTY. FELIZARDO M. IBARRA
Notary Public for Quezon City Until Dec. 31, 2024
Roll No. 80835
PTR No. 5452394D, 01/02/2024, Q.C.
IBP No. 254794, December 28, 2022
MCLE Comp. No. VIII-0000973 / until April 14, 2025
ADM Matter No. NP-223 / (2023-2024)
Lot 27 Block VI, No. 1160 Quirino Highway
Brgy. Kaligayahan, Quezon City