

FUNDS AVAILABLE - ₱ 2,719,898.40

DATE: 1/14/2025

Contract Agreement Form for the Procurement of Goods (Revised)

ACCOUNTING OFFICER

CONTRACT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract is made and entered into by and between:

The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA)**, a government agency organized and operating under Republic Act (R. A.) 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 its **Chairman, USEC. JOSEPH B. ENCABO**, 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")

WHEREAS, the **PROCURING ENTITY** is in need of janitorial services which 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 SERVICES AT THE CDA HEAD OFFICE FOR CY 2025 WITH PROJECT ID NO. CDA-GOODS-2024-07** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWO MILLION SEVEN HUNDRED NINETEEN THOUSAND EIGHT HUNDRED NINETY-EIGHT PESOS & 40/100 (P2,719,898.40)** (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. **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. **FORM OF PAYMENT.** The form of payment shall be limited to LDDAP or check payable to _____ through _____ at Account No. _____.

4. **SCHEDULE OF PAYMENT.** The schedule of payment shall be in accordance with the bidding documents. 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.

Availability of funds for this Contract shall be subject to accounting and auditing rules and regulations.

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.

W A d w

↑

Q

hm

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. **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.

9. **MISCELLANEOUS**

- a. **DISPUTE RESOLUTION CLAUSE**. In case of conflict between the **PARTIES** arising from the Contract, 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.

Dr. L. D. L.

↑

Q
mm

- 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 2025.

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. SANTIAGO S. LIM
Administrator II


RHODORA C. ADVINCULA
Operations and Marketing Officer

ACKNOWLEDGEMENT

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

BEFORE ME, this JAN 06 2025 day of JAN 06 2025 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		
ARLYN S. DE LEON-GREGORIO	Passport No. P7591213B	Sept. 14, 2021 DFA Manila

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 JAN 06 2025 day of JAN 06 2025 2024, in Quezon City, Philippines.

Rosalia Montenegro
ATTY. ROSALIA ADRIANO MONTENEGRO
 NOTARY PUBLIC
 My Commission expire on Dec. 31, 2025
 Admin. Matter No. NP-067(2024-2025)
 PTR No. 5555358 01/03/2024-Q.C.
 IBP OR No. 397268 01/05/2024-Q.C.
 ROLL No. 68465
 MCLE Compliance No. VII-0021672 Valid Until April 14, 2025
 Unit 312 Bldg. 137 Malakas St., Brgy. Central, Quezon City

Doc. No. 7 ;
Page No. 3 ;
Book No. XCA ;
Series of 2024.