

FUNDS AVAILABLE-P 3,261,032.64

DATE: 1/16/2025

**Contract Agreement Form for the Procurement of Goods
(Revised)**

ACCOUNTING OFFICER

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

and

MARBAN SECURITY AND INVESTIGATION AGENCY, INC., a corporation organized and existing by virtue of Philippine laws, with business address located at 26 Congressional Avenue Extension, Culiat, Quezon City, represented by its **Chief of Administration and Operations, MR. WILLIAM L. ADRIANO**, herein referred to as the **SUPPLIER**.

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

WITNESSETH that

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF SECURITY SERVICES AT THE CDA HEAD OFFICE FOR CY 2025 WITH PROJECT ID NO. CDA-GOODS-2024-08** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **THREE MILLION, TWO HUNDRED SIXTY-ONE THOUSAND THIRTY-TWO PESOS & 64/100 (P3,261,032.64)** (hereinafter called "the Contract Price").

WHEREAS, the **SUPPLIER** has the capacity to provide the security services requirement of 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 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 an integral part of this Agreement, viz.:

- I. Philippine Bidding Documents (PBDs);

- A. Schedule of Requirements;
- B. Technical Specifications;
- C. General and Special Conditions of Contract; and
- D. 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. The winning bidder agrees that additional contract documents or information prescribed by the GPPE 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 AND SCHEDULE 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.

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.

5. CONFIDENTIALITY AND DATA SHARING

In the implementation and performance of their obligations under this COS, the Parties shall:

- a. Ensure privacy and security of any and all confidential, privileged, personal and/or sensitive information that the parties and their officers, employees, or agents may have access to; and
- b. Store, process, use and dispose of such information in accordance with Republic Act No. 10173 or the "Data Privacy Act of 2012", and applicable National Privacy Commission issuances
- c. In case of dispute, controversies or claims arising in relation to the confidentiality and data sharing clause, the Parties agree to freely and voluntarily submit themselves to necessary consultation and mediation for purposes of amicable settlement.
- d. The Parties agree that a data subject shall have the right to enforce his or her rights as stipulated in Republic Act No. 10173 against any of the Parties, for the respective breach of their obligations, with regard to the data subject's personal data/information. The Parties agree to respond to generally available non-binding mediation procedures initiated by a data subject. If they do participate in the proceedings, the Parties may elect to do so remotely (i.e. by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceeding for data protection disputes prescribed by the National Privacy Commission.
- e. If a Party is compelled by law to disclose any personal data outside of this COS, it shall notify the other Party of such fact one (1) month before disclosing the personal data.
- f. In case of a personal data breach, the Party to which the breach happened takes responsibility in the implementation of the necessary breach reporting procedure, but the other Party shall cooperate therefore and for the mitigation of further damage.
- g. The foregoing obligation on confidentiality shall survive and subsist even after the termination or cancellation of this Contract.

6. RELATIONSHIP OF PARTIES

- 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

ACKNOWLEDGEMENT

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

BEFORE ME, this JAN 07 2025 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		
William L. Adriano Chief, Administrative and Operations	Driver's license NY-14-001987	QC 2029/03/28

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 07 2025 day of _____ 2024, in Quezon City, Philippines.

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Book No. Ji
Series of 2024

Notary Public

ATTY. WILLIAM M. AY-AY, C.P.A.
Attorney-at-Law/Notary Public
Until December 31, 2025
IBP No. 23304/01-16-2024/Quezon City
PTR No. 7010107-D/01-02-2025/Quezon City
MCLE Compliance VIII until 2025
Roll No. 84630
Adm. Matter No. NP-451/2025