

**Contract Agreement for the Procurement of Goods and Services for
the Enhancement of the Cooperative Development Authority's (CDAs)
Cooperative Systems (CS) Project for FY 2024**

KNOW ALL PERSONS BY THESE PRESENTS:

This Agreement is made and entered into by and between:

The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA)**, is a government agency organized and operating pursuant to Republic Act 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 **OIC CHAIRPERSON, ASEC. MYRLA B. PARADILLO**, hereinafter referred to as the **PROCURING ENTITY**;

- and -

PINNACLE TECHNOLOGIES INC. is a business entity organized and existing by Philippine laws with a business address at #52 8th Avenue West, Grace Park, Caloocan, 1406 Metro Manila represented by its **AUTHORIZED REPRESENTATIVE, SHARMAINE TAJANTAJAN** duly authorized for the purpose and hereinafter referred to as the **"SUPPLIER"**;

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

WITNESSETH that

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **ENHANCEMENT OF THE CDA'S COOPERATIVE SYSTEMS (CS) PROJECT FOR FY 2024 (RE-BID) WITH PROJECT ID NO. CDA-GOODS-2024-11** for the total contract price of **ELEVEN MILLION EIGHT HUNDRED EIGHTY THOUSAND PESOS ONLY (₱11,880,000.00)**.

WHEREAS, the **SUPPLIER** has the capacity to provide the 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:

**ARTICLE I
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.

Additionally, 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);

- 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. **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.**

ARTICLE II OBLIGATIONS OF THE PARTIES

A. OBLIGATIONS OF THE PROCURING ENTITY. The PROCURING ENTITY undertakes to:

1. Pay the **PROVIDER** the amount of **ELEVEN MILLION EIGHT HUNDRED EIGHTY THOUSAND PESOS ONLY (₱11,880,000.00)** inclusive of all applicable taxes and fees.
2. Pay the **PROVIDER** the above-mentioned sum in accordance with the terms stipulated in the Bidding Documents including this Contract.

B. OBLIGATIONS OF THE SUPPLIER. The SUPPLIER undertakes to:

1. Provide the **Enhancement of the CDA's Cooperative Systems (CS) Project for FY 2024**, as detailed in the Bid submitted, in compliance with the specifications, timelines, and deliverables specified in the Bidding Document.
2. Assist the **PROCURING ENTITY** in using the enhanced **CDA's CS** whenever requested and/or as specified in the Bidding Documents.
3. Perform all other duties to ensure the delivery of the enhanced **CDA's CS** in accordance with the Bidding Documents and this Contract.

ARTICLE III 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.

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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.

ARTICLE IV 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. 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.
- d. 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.
- e. 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.
- f. The foregoing obligation on confidentiality shall survive and subsist even after the termination or cancellation of this Contract.

ARTICLE V 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
- c. That the **SUPPLIER** is not entitled to benefits enjoyed by regular personnel of the **PROCURING ENTITY**.

ARTICLE VI WARRANTY AND REPRESENTATION

The **PARTIES** warrant that the signatories of this contract have the legal capacity to enter and execute this contract.

ARTICLE VII 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**.

ARTICLE VIII MISCELLANEOUS PROVISIONS

- a. **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF MATERIAL.** All **PARTIES** shall comply with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines" and other applicable laws and rules governing intellectual property in the Philippines. Any output, research, framework, invention, design, discovery, or intellectual property that may be supplied by, accrue, or created as a result of the implementation of this Contract shall be owned by the **PROCURING ENTITY**.
- b. **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
- c. **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.
- 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 COS or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.
- 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 OR TERMINATION.** 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.

- 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.
- h. **LIQUIDATED DAMAGES.** If for any other 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 per cent (0.001) of the cost of the unperformed portion for every day of delay until actual performance.

- i. **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.
- j. **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.


ASEC. MYRLA B. PARADILLO
 Board Member III and OIC Chairperson


MS. SHARMAINE TAJANTAJAN
 Authorized Representative

for:

for:

**COOPERATIVE DEVELOPMENT
 AUTHORITY**

PINNACLE TECHNOLOGIES INC.


Asec. SANTIAGO S. LIM
 Administrator II

SIGNED IN THE PRESENCE OF:


 Marnele Domingo

One (1) Witness from Supplier

ACKNOWLEDGEMENT

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

BEFORE ME, this 27 day of JAN 27 2025 in CALOOCAN CITY, Philippines, personally appeared the following persons:

Name	Proof of Identification	Date and Place Issued
ASEC. MYRLA B. PARADILLO Board Member III and OIC Chairperson		
SHARMAINE TAJANTAJAN Authorized and Designated Representative	TIN# 342-895-370	

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 seven (7) 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 27 day of JAN 27 2025, in CALOOCAN CITY, Philippines.

Notary Public

ATTY. ARSENIO P. ALILAM
NOTARY PUBLIC in CALOOCAN CITY
NC # 478 Until December 31, 2025
PTR # CAL 2443512 /CAL.CITY /1-2-2025
IBP # 511540 / 12-26-2024 / PASIG CITY
MCLE # VIII-0019656/ 1.14-25 UNTIL 4-14-29
ROLI # 36281
Unit O, 2nd FLR. MLA BULLETIN BLDG
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