

CONTRACT FOR THE PROCUREMENT OF GOODS

FUNDS AVAILABLE - ₱ 18,944,100

DATE: 1/2/2024

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract of Service (COS) is made and entered into by and between **ACCOUNTING OFFICER**

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

-and-

SONKKENS OFFICE EQUIPMENT TRADING with business address located at 140 J.P. Laurel Highway, Mataas na Lupa, Lipa City herein represented by its **SENIOR SALES MANAGER, MR. ROEL D. MILLENA** and hereinafter referred to as the **"SUPPLIER"**

Collectively referred to as the **"PARTIES"**.

WITNESSETH that



WHEREAS, the **PROCURING ENTITY** is in need of Supplier for the two hundred ninety-one (291) units of laptop computers with accessories to be distributed to its employees and personnel both in the Head Office and the sixteen (16) Extension Offices;

WHEREAS, the **SUPPLIER** has the capacity to provide the needed laptops as outlined in the technical specifications and other bidding documents provided by the **PROCURING ENTITY**;

WHEREAS, upon compliance with the negotiated procurement process under Republic Act No. 9184, or the "Government Procurement Reform Act", this Contract was awarded to the **SUPPLIER**;

NOW THEREFORE, for and in consideration of the above premises the parties agreed to undertake the following:

A. SCOPE AND MANNER OF SERVICES

The services to be performed by the **SUPPLIER** to the **PROCURING ENTITY** shall be in accordance with the following documents, which shall also form part of this Contract, to wit:

- i. Republic Act No. 9184 including its Implementing Rules and Regulations and relevant Annexes attached thereto;
- ii. 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
- iii. 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;

- iv. Performance Security;
- v. Notice of Award of Contract; and the Bidder's conforme thereto; and

- vi. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs without prejudice to 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.

B. OBLIGATIONS OF THE PARTIES

B.1. OBLIGATIONS OF THE SUPPLIER

The **SUPPLIER** shall undertake to:

1. Provide the **PROCURING ENTITY** with two hundred ninety-one (291) units of laptop computers as technically specified in the above-enumerated documents which include but are not limited to the pre-bidding documents.
2. Deliver the 291 units of laptop computers no later than 45 Calendar Days upon the receipt of the Notice to Proceed (NTP).
3. Provide replacement of the same technical specifications, if upon inspection of the end user it is found that some or any of the units delivered failed to meet the technical specifications and or non-operational.

B.2. OBLIGATIONS OF THE PROCURING ENTITY

The **PROCURING ENTITY** shall undertake to:

1. Pay the **PROVIDER** the amount of **EIGHTEEN MILLION NINE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED PESOS ONLY and 0/100 (P18,944,100.00)** inclusive of all applicable taxes and fees.
2. Pay the **PROVIDER** the full payment of the contract price within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:
 - 2.1. Sales Invoice/Billings;
 - 2.2. Certificate of Acceptance issued by CDA ICTD; and
 - 2.3. No advance payment shall be made as provided for in Section 88 of PD 1445.

C. FORM AND SCHEDULE OF PAYMENT

The form of payment shall be limited to LDDAP payable to **NINIO RESMA BAUTISTA SONKKENS OFFICE EQUIPMENT TRADING** through **LANDBANK** at Account No. 1601-1300-72;

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.

D. CONFIDENTIALITY AND DATA SHARING

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 in accordance with Republic Act No. 10173 or the "Data Privacy Act of 2012". 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.

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

E. DISPUTE RESOLUTION

In case of conflict between or among the **PARTIES** arising from this Contract, all **PARTIES** agree to freely and voluntarily submit themselves to necessary consultation and mediation for purposes of amicable settlement. The **PARTIES** may agree in writing to resort to other alternative modes of dispute resolution by mutual agreement. 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 Law," and Republic Act No. 9285 or the "Alternative Dispute Resolution Act," as may be applicable.

F. NO EMPLOYER-EMPLOYEE RELATIONSHIP

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.

G. WARRANTY AND REPRESENTATION.

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

H. MISCELLANEOUS PROVISIONS

1. **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 the revision process and grant a reasonable grace period of implementation of such revision.

2. **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
3. **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.
4. **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 which includes but is not limited to default or breach of any of the conditions provided in this Agreement, giving the other party a prior written notice of not less than fifteen (15) days before the intended day of termination.

5. **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 prevented nor avoided despite the exercise of due diligence. Provided further, that, the PARTY invoking the fortuitous event is not negligent or in delay.

6. **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**.
7. **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.
8. **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.
9. **EFFECTIVITY.** This Contract of Service shall commence on the date of its signing and continue until the **PROVIDER** has been paid.

IN WITNESS WHEREOF, the parties hereunto affix their signatures this 16 day of DEC 2024 at Quezon City, Philippines.

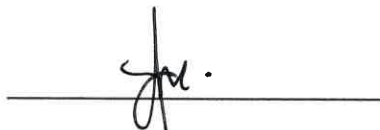
**SONKKENS OFFICE EQUIPMENT
TRADING**

SUPPLIER

By:


MR. ROEL D. MILLENA
Senior Sales Manager

Signed in the presence of:



Witness from the SUPPLIER

**COOPERATIVE DEVELOPMENT
AUTHORITY**

PROCURING ENTITY

By:


USEC. JOSEPH BIENCABO
Chairperson


ASEC. VIRGILIO R. LAZAGA
Board Member, NI
OIC Administrator

Witness from the PROCURING ENTITY

ACKNOWLEDGMENT


REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS

BEFORE ME, Notary Public, this DEC 16 2024 2024 at Quezon City personally appeared the parties with Evidence/Proof of Identity as specified below their respective names, known to me to be the same persons who executed the foregoing and acknowledged to me that the same are their own free and voluntary act and deed/Document No.

Name	Identification	Date/Place of Issuance
_____	_____	_____
_____	_____	_____

This instrument known as Contract of Service consisting of _____ () pages including the page where this Acknowledgement is written and signed by the parties and their instrumental witnesses on every page thereof.

WITNESS MY HAND AND SEAL


ATTY. TOMAS B. BAGA, JR.
 NOTARY PUBLIC FOR QUEZON CITY
 UNTIL DECEMBER 31, 2025
 ROLL NO. 13003
 ADM NO. NP-003 (2024-2025)
 IBP NO. 300844 / 01-02-2024 / PASIG CITY
 PTR NO. 2776711 / 01-02-2024 / COT. CITY
 MCLE NO. VIII-0004620 / 11-07-2023 / PASIG CITY
 RGH BLDG. TIMOG COR. PANAY AVE., Q.C.

Doc. No. 263
 Page No. 54
 Book No. XII
 Series of 2024