



CONTRACT AGREEMENT

THIS AGREEMENT made this 29th day of **DECEMBER 2023** between **SOUTHERN LEYTE STATE UNIVERSITY-SAN JUAN CAMPUS** of San Jose, San Juan, Southern Leyte, Philippines (hereinafter called the "Entity") of the one part and **UNI-REAL TRADING CORPORATION** of Osmeña St., Ormoc City, Philippines (hereinafter called the "Supplier") of the other part.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly construction materials, viz.:

Item No.	Qty./Unit	Item Description	Total Cost
1	Lot	Supply and Delivery of 1 Lot Construction Materials for Construction of Learning Resource Center, Phase II	
	100 sheets	¼" x 4' x 8' Ordinary Plywood	55,000.00
	2514 bd.ft.	2" x 3" x 12' Coco Lumber	75,420.00
	30 kgs	CW Nails (assorted sizes)	2,550.00
	1100 bags	Portland Cement	330,000.00
	810 pcs	4" CHB	14,580.00
	414 pcs	20mmdia x 6m Def. RSB	289,593.00
	753 pcs	12mmdia x 6m Def. RSB	168,295.50
	806 pcs	10mmdia x 6m Def. RSB	141,050.00
	112 kgs	G.I. Tie Wire, Ga.#16	11,474.57
	63 cu.m.	Washed Sand	94,500.00
	120 cu.m.	Gravel	180,000.00
	1 set	D1: Sliding Glass Door (2.70m x 4.61m) with fixed Glass header and both end (with installation)	28,340.00
	2 sets	W1: Clear Glass Sliding Window with fixed both end (2.25m x 6.00m) (with installation)	76,700.00
	3 sets	W2: Tinted Glass Awning Window (0.60m x 0.60m) (with installation)	7,020.00

SIGNED IN THE PRESENCE OF:
MARI FRANCIS P. NAYRE
 Witness, Uni-Real Trading Corporation

GARY D. GARCIA, EdD
 Campus Director

UNI-REAL TRADING CORPORATION
 By: **ARLENE T. CASCARA**
 Account Officer

SOUTHERN LEYTE STATE UNIVERSITY - SAN JUAN CAMPUS
 By: **JUDE A. DUARTE, DPA**
 University President





	7 sets	W3: Clear Glass fixed Window (0.30m x 2.70m) (with installation)	20,930.00
		TOTAL	₱1,495,453.07

for the **Supply and Delivery of 1 Lot Construction Materials for Construction of Learning Resource Center, Phase II** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **One Million Four Hundred Ninety Five Thousand Four Hundred Fifty Three Pesos and 07/100 Only (₱1,495,453.07)** (hereinafter called "the Contract Price"), to be delivered within **sixty (60) calendar days** immediately upon receipt of the Notice to Proceed.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter 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 integral part of this Agreement, viz.:
 - a. 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
 - b. 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;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's conforme thereto; and

SIGNED IN THE PRESENCE OF:

MARI FRANCIS P. MAYRE

Witness, Uni-Real Trading Corporation

GARY D. GARCIA, EdD
Campus Director

UNI-REAL TRADING CORPORATION

ARNE T. CASCARA
Account Officer

By:

SOUTHERN LEYTE STATE UNIVERSITY - SAN JUAN CAMPUS

JUDE A. DUARTE, DPA
University President

By:





SIGNED IN THE PRESENCE OF:

MARI FRANCIS P. NAYRE

Witness, Uni-Real Trading Corporation

GARY D. GARCIA, EdD
 Campus Director

e. Other contract documents that may be required by the 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. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

GROUNDS FOR TERMINATION

The parties herein may terminate the whole or any part of the Contract in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations of RA 9184 – Annex “I”, specifically No. III, Paragraphs A, B, C, D and E thereof.

ALTERNATIVE DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be submitted to arbitration in the Philippines in accordance with the provision of RA 876 as specified in Section 59 of RA 9184.

VENUE OF ACTION

Venue of all actions arising from this Agreement shall be brought exclusively to the jurisdiction of the appropriate Court of Sogod, Southern Leyte, Philippines.

SOUTHERN LEYTE STATE UNIVERSITY – SAN JUAN CAMPUS

SOUTHERN LEYTE STATE UNIVERSITY – SAN JUAN CAMPUS

By: 
 ARLENE T. CASCARA
 Account Officer

By: 
 JUDE A. DUARTE, DPA
 University President





DATA POLICY

The parties herein recognize their responsibilities under Republic Act No. 10173 (Act), also known as the Data Privacy Act of 2012, with respect to the data they collect, record, organize, update, use, consolidate, and destruct by virtue of this Agreement.

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.

SOUTHERN LEYTE STATE UNIVERSITY
 SAN JUAN CAMPUS (Entity)

BY: 

JUDE A DUARTE, DPA
 University President

UNI-REAL TRADING CORPORATION
 (Supplier)

By: 

ARLENE T. CASCARA
 Account Officer

SIGNED IN THE PRESENCE OF:


GARY D. GARCIA, EdD
 Campus Director


MARI FRANCIS P. NAYRE
 Witness, Uni-Real Trading Corporation



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
~~SAN JUAN, SOUTHERN LEYTE~~) SS
)

BEFORE ME, this DEC 29 2023 day of _____ in the SAN JUAN, SOUTHERN LEYTE, Philippines, personally appeared the above-named persons with their valid and competent proof of identity indicated below their names, known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free act and deed.

This instrument consists of five (5) pages including the page where the acknowledgement is written, signed by the parties and the witnesses on each and every page thereof, sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year and place above written.

DOC. NO. 362
 PAGE NO. 73
 BOOK NO. 49
 SERIES OF 2023

ATTY. SERGIO R. LEPITEN, JR.
 Notary Public
 Until December 31, 2024
 Barangay San Jose, San Juan, Iso. Leyte
 Notarial Commission No. 62, RTC Br. 26
 San Juan, Southern Leyte
 PTR No. 9215925, January 24, 2023 PTO Maasin City
 IBP No. 201862, February 16, 2022 Southern Leyte Chapter
 Roll No. 40211
 MCLE Compliance No. VII-0021635
 Valid until April 14, 2025
 TIN 131-511-913





NOTICE TO PROCEED

December 29, 2023

UNI-REAL TRADING CORPORATION
 Osmeña St., Ormoc City
 Philippines

Dear Ma'am/Sir:

The attached CONTRACT AGREEMENT having been approved, notice is hereby given to **UNI-REAL TRADING CORPORATION** that work may commence for the **SUPPLY AND DELIVERY OF 1 LOT CONSTRUCTION MATERIALS FOR CONSTRUCTION OF LEARNING RESOURCE CENTER, PHASE II** under **PB-2023-004**, effective immediately upon receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing the copies in the spaces provided below. Keep one copy and return the other two [2] copies to SOUTHERN LEYTE STATE UNIVERSITY-San Juan Campus, San Juan, Southern Leyte.

Very truly yours,


JUDE A. DUARTE, DPA
 University President

I acknowledge receipt of this Notice on: Dec. 29, 2023

Name of Bidder: Mari Francis P. Nayre

Authorized Signature: 

