



### CONTRACT AGREEMENT

THIS AGREEMENT, made this 15th day of October, 2024 between SOUTHERN LEYTE STATE UNIVERSITY MAIN CAMPUS (hereinafter called the "Entity") DERF'S GRILL AND RESTAURANT of R. Garces St. Tunga-tunga Maasin City, Southern Leyte (hereinafter called the "Supplier").

WHEREAS, the Southern Leyte State University Main Campus invited Bids for the Provision of Catering Services for the Project "Cultivating Financial Literacy for Marginalized Farmers and Fisherfolks Economic Growth: Advancing Monetary Understanding and Management (AMUMA)" Lot 5, & 6 (Negotiated Procurement - Two-Failed Biddings) under PB 2024-G&S-09, with an Approved Budget for the Contract (ABC) amounting to ₱499,800.00 viz:

| Lot No. | Item Description | Qty.  | Unit Cost / Lot |
|---------|------------------|-------|-----------------|
| 5       | Limasawa         | 1,666 | 249,900.00      |
| 6       | Macrohon         | 1,666 | 249,900.00      |

and has accepted the Bid by DERF'S GRILL AND RESTAURANT for the supply and delivery of the items listed below with a Total Contract Amount of **FOUR HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED AND SIXTY-EIGHT PESOS ONLY (₱496,468.00)** only, to be delivered based on the given schedule of end-user to conduct the training, but should not be less than **ten (10) calendar days** after the receipt of the said schedule. Moreover, serving is on a staggered basis as agreed during initial process of the bidding. To wit:

| Lot No. | Item Description | Unit Cost | Qty.  | Total              |
|---------|------------------|-----------|-------|--------------------|
| 5       | Limasawa         |           | 1,666 | 248,234.00         |
| 6       | Macrohon         |           | 1,666 | 248,234.00         |
| TOTAL   |                  |           |       | <b>₱496,468.00</b> |

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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;

Signed in the presence of:

Rep. Derf's Grill and Restaurant

DEWOOWOGEN P. BACLAYON, Ph.D.  
SLSU VP for Admin & Finance

MARIA AYAYA C. YBANEZ  
Proprietor

DERF'S GRILL AND RESTAURANT  
By:

JUDE A. DUARTE, DPA  
University President

SOUTHERN LEYTE STATE UNIVERSITY Main Campus  
By:



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- 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. 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.

### GROUND FORS 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.

### 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.

Signed in the presence of:

Rep. Derf's Grill and Restaurant

**DEWOOVOOGEN P. BACLAYON, Ph.D.**  
 SLSU VP for Admin & Finance

**DERF'S GRILL AND RESTAURANT**  
 By:

**MARIA LIZ MA C. YBAÑEZ**  
 Promotor

**SOUTHERN LEYTE STATE UNIVERSITY Main Campus**  
 By:

**JUDE A. DUARTE, DPA**  
 University President



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### SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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  
 (MAIN CAMPUS) (ENTITY)  
 BY:

**JUDE A. DUARTE, DPA**  
 University President

~~DERF'S GRILL AND RESTAURANT~~  
 (SUPPLIER)  
 BY:

~~MARIA LITZA C. YBAÑEZ~~  
 Proprietor

SIGNED IN THE PRESENCE OF:

**DEWOOWOGEN P. BACLAYON, Ph.D.**  
 VP for Administration and Finance

Rep., Derf's Grill and Restaurant



**SOUTHERN LEYTE STATE UNIVERSITY**

Main Campus, San Roque, Sogod, Southern Leyte  
 Email: president@southernleytestateu.edu.ph  
 Website: www.southernleytestateu.edu.ph



Excellence | Service | Leadership and Good Governance | Innovation | Social Responsibility | Integrity | Professionalism | Spirituality

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### ACKNOWLEDGMENT

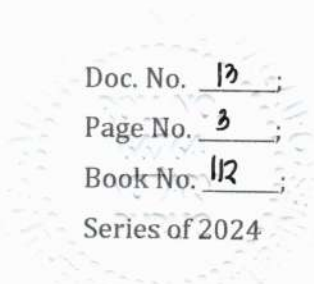
Republic of the Philippines)  
SOGOD, SOUTHERN LEYTE ) S.S

**BEFORE ME**, a Notary Public, personally appeared the following persons:

| NAME                  | Government Issued I.D.                                     |
|-----------------------|------------------------------------------------------------|
| <b>JUDE A. DUARTE</b> | Driver's License No. H02-B5-010504, valid until 08/09/2033 |
|                       |                                                            |

who were identified by me through competent evidence of identity to be the same persons who executed the foregoing Contract Agreement, consisting of five (5) pages including this page where this acknowledgment is written, and they declared to me that the same is their free and voluntary act and deed, and that of the entities they represent.

WITNESS MY HAND AND SEAL this OCT 18 2024 in SOGOD, SOUTHERN LEYTE



Doc. No. 13 ;  
 Page No. 3 ;  
 Book No. 12 ;  
 Series of 2024

**ATTY. MARVIN A. MAGSAIPO**  
 Notary Public  
 RTC 39-NC No. 001-2023, until Dec. 31, 2024  
 Roll of Attorneys No. 66764  
 IBP No. 378495, December 28, 2023  
 PTR No. 9865012, December 29, 2023  
 MCLE Compliance: '11 0020203, valid until April 14, 2025



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### ACKNOWLEDGMENT

Republic of the Philippines)

SOGOD, SOUTHERN LEYTE ) S.S

**BEFORE ME**, a Notary Public, personally appeared the following persons:

| NAME                   | Government Issued I.D. |
|------------------------|------------------------|
| MARIA LIGAYA C. YBAÑEZ |                        |
|                        |                        |

who were identified by me through competent evidence of identity to be the same persons who executed the foregoing Contract Agreement, consisting of five (5) pages including this page where this acknowledgment is written, and they declared to me that the same is their free and voluntary act and deed, and that of the entities they represent.

WITNESS MY HAND AND SEAL this OCT 18 2024 in SOGOD, SOUTHERN LEYTE.

Doc. No. 14 ;  
 Page No. 8 ;  
 Book No. 112 ;  
 Series of 2024

**ATTY. MARIN A. MAGAIPO**  
 Notary Public  
 RTC 39-NC No. 001-2023, until Dec. 31, 2024  
 Roll of Attorneys No. 66764  
 IBP No. 378495, December 28, 2023  
 PTR No. 9865012, December 29, 2023  
 MCLE Compliance: 1/0020208, valid until April 14, 2025