



CONTRACT AGREEMENT

THIS AGREEMENT, made this 24th day of June, 2024 between **SOUTHERN LEYTE STATE UNIVERSITY MAIN CAMPUS** (hereinafter called the "Entity") **SHIFT TECH TRADING, INC.** of Bulwang St., Zone V, Sogod, Southern Leyte (hereinafter called the "Supplier").

WHEREAS, the **Southern Leyte State University Main Campus** invited Bids for the **Supply, Delivery & Installation of ICT Equipment & Accessories - 2nd Bidding** under **PB 2024-G&S-01**, with an Approved Budget for the Contract (ABC) amounting to **₱4,275,618.00** viz:

Item No.	Item Description	Qty.	Unit Cost / Item
1	Laptop (BAC)	1	50,000.00
2	Laptop (SWS)	1	30,000.00
3	Laptop (DTE)	1	40,000.00
4	Laptop (Registrar & Legal)	2	40,000.00
5	Laptop (Dean, College of Engineering)	1	31,000.00
6	Netbook (RIC)	1	55,000.00
7	Laptop (RIC)	1	65,000.00
8	Laptop (VPAF)	1	45,000.00
9	Personal Computer (NSTP-CWTS)	1	40,000.00
10	Computer (Student Affairs & Services)	1	65,000.00
11	All-in-One Computer (SAS & SWS)	2	63,999.00
12	All-in-One Computer Set (CCSIT)	15	47,000.00
13	Desktop Computer (CCSIT)	15	50,000.00
14	Computer Sets (DTE)	6	40,000.00
15	Computer (HRDO)	1	50,000.00
16	Computer Set (BARGO)	2	49,960.00
17	Computer Set (BARGO)	1	72,000.00
18	Desktop Computer (TES)	1	39,650.00
19	Printer ((NSTP-CWTS)	1	10,000.00
20	A3 Wi-Fi Duplex All-in-One Ink Tank Printer (Campus Headliner)	1	52,520.00
21	Dot Matrix Printer (Cash Office)	1	20,000.00
22	Copier/Printer/Scanner (Mechanical Engineering)	1	83,500.00

Signed in the presence of:

MARIA PACITA E. SABALO
Rep. Shift Tech Trading, Inc.

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

LALYN D. ESPOLTERO
Authorized Representative

JUDE A. DUARTE, DPA
University President

SHIFT TECH TRADING, INC.
By:

SOUTHERN LEYTE STATE UNIVERSITY Main Campus
By:



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23	3 in 1 Printer (CCJ)	2	10,000.00
24	Printer (DTE)	1	12,000.00
25	Printer (OP)	1	17,000.00
26	3-in-1 Printer (Registrar)	5	18,000.00
27	Printer (Legal)	1	25,000.00
28	Printer (IAS)	2	15,000.00
29	Printer/Scanner (HRDO)	1	15,000.00
30	3 in1 Printer, with Legal size Scanner (RIC)	2	30,000.00
31	Printer (Extension)	1	15,000.00
32	Printer (COA)	2	12,000.00
33	Printer (BARGO)	3	7,440.00
34	Portable Scanner (Registrar)	1	28,000.00
35	High Speed Desktop Document Scanner (RIC)	2	27,000.00
36	Portable Scanner (VPAF)	1	40,000.00
37	55" SMART TV (DEFOST)	1	70,000.00
38	65" SMART TV (COT)	1	70,000.00
39	50" LED Smart TV w/wall bracket (BARGO)	2	36,800.00
40	Projector (DTE)	1	50,000.00
41	Projector (Extension)	1	40,000.00
42	Computer Mouse (SWS)	1	750.00
43	PC Mouse (RIC)	2	300.00
44	Keyboard and Mouse Combo (CCSIT)	10	972.00
45	Computer Voltage Regulator (HRDO)	1	500.00
46	Uninterruptible Power Supply (UPS) with AVR (BARGO)	2	9,180.00
47	HDMI 3m, heavy duty (Civil Eng'g.)	5	1,000.00
48	HDMI Cable: 3m (3-Elect. Eng'g. & 3-Civil Eng'g.)	6	450.00
49	Hard Drive (SWS)	1	4,500.00
50	Portable Hard Drive (VPAF)	2	10,000.00
51	External Drive (Graduate Studies)	1	5,000.00
52	External Hard Drive (RIC)	2	6,000.00
53	External Hard Drive (RIC)	1	5,000.00

Signed in the presence of:

DEWOO WOOGEN P. BACLAYON, Ph.D. MARIA PACITA E. SABALO
 SLSU VP for Admin & Finance Rep. Shift Tech Trading, Inc.

LALYN D. ESPOLTERO
 Authorized Representative

JUDE A. DUARTE, DPA
 University President

SHIFT TECH TRADING, INC.
 By:

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54	Solid State Drive (<i>Dean, College of Engineering</i>)	2	4,000.00
55	Solid State Drive (<i>HRDO</i>)	1	2,000.00
56	SSD (<i>CCSIT</i>)	102	2,500.00
57	Flash Drive (<i>Mechanical Engineering</i>)	5	400.00
58	Flash Drive (<i>5 – Electrical Engineering, 5- Civil Engineering</i>)	10	1,200.00
59	Drone (<i>Campus Headliner</i>)	1	167,000.00
60	Maintenance Box (<i>SWS</i>)	2	2,000.00
61	Extension Wire (<i>Civil Engineering</i>)	3	3,000.00
62	Audio Speaker (<i>Civil Engineering</i>)	1	25,000.00
63	Lapel (<i>Mechanical Engineering</i>)	6	1,200.00
64	Interactive Whiteboard (<i>DTE</i>)	2	20,000.00
65	CPU (<i>CCSIT</i>)	4	23,500.00
66	Switch (<i>CCSIT</i>)	12	2,690.00
67	Random Access Memory (<i>Dean, College of Engineering</i>)	2	2,500.00
68	Audio Jack Cable (<i>RIC</i>)	1	1,500.00
69	Noise-cancelling voice recorder device (<i>Extension</i>)	2	10,000.00

and has accepted the Bid by **SHIFT TECH TRADING, INC.** for the supply and delivery of the items listed below with a Total Contract Amount of **ONE MILLION ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FOUR PESOS (₱1,124,604.00)** only, to be delivered within **forty-five (45) calendar days** immediately upon receipt of the Notice to Proceed. To wit:

Item No.	Item Description	Unit Cost	Qty.	Total
3	Laptop (<i>DTE</i>)	40,000.00	1	40,000.00
11	All-in-One Computer (<i>SAS & SWS</i>)	63,000.00	2	126,000.00
12	All-in-One Computer Set (<i>CCSIT</i>)	46,990.00	15	704,850.00
19	Printer (<i>NSTP-CWTS</i>)	9,990.00	1	9,990.00
20	A3 Wi-Fi Duplex All-in-One Ink Tank Printer (<i>Campus Headliner</i>)	51,850.00	1	51,850.00
26	3-in-1 Printer (<i>Registrar</i>)	17,700.00	5	88,500.00
33	Printer (<i>BARGO</i>)	5,400.00	3	16,200.00
35	High Speed Desktop Document Scanner (<i>RIC</i>)	26,500.00	2	53,000.00

Signed in the presence of:

MARIA PACITA E. SABALO
Rep. Shift Tech Trading, Inc.

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

LALYN D. ESPOLTERO
Authorized Representative

SHIFT TECH TRADING, INC.
By:

SOUTHERN LEYTE STATE UNIVERSITY
Main Campus
By:

JUDE A. DUARTE, DPA
University President



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44	Keyboard and Mouse Combo (<i>CCSIT</i>)	972.00	10	9,720.00
45	Computer Voltage Regulator (<i>HRDO</i>)	300.00	1	300.00
46	Uninterruptible Power Supply (UPS) with AVR (<i>BARGO</i>)	5,700.00	2	11,400.00
47	HDMI 3m, heavy duty (<i>Civil Eng'g.</i>)	1,000.00	5	5,000.00
48	HDMI Cable: 3m (<i>3-Elect. Eng'g. & 3-Civil Eng'g.</i>)	399.00	6	2,394.00
49	Hard Drive (<i>SWS</i>)	3,500.00	1	3,500.00
60	Maintenance Box (<i>SWS</i>)	950.00	2	1,900.00
TOTAL				1,124,604.00

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;
 - 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



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- 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.**
- 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.
 - 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.

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.

Signed in the presence of:

MARIA PACITA B. SABALO
 Rep. Shift Tech Trading, Inc.

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

LALYN D. ESPOLTERO
 Authorized Representative

SHIFT TECH TRADING, INC.
 By:

JUDE A. DUARTE, DPA
 University President

SOUTHERN LEYTE STATE UNIVERSITY
 Main Campus
 By:



SOUTHERN LEYTE STATE UNIVERSITY
 Main Campus, San Roque, Sagod, Southern Leyte
 Email: president@southernleytestateu.edu.ph
 Website: www.southernleytestateu.edu.ph



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

CONTRACT 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
 (MAIN CAMPUS) (ENTITY)
 BY:

SHIFT TECH TRADING, INC.
 (SUPPLIER)
 BY:

JUDE A. DUARTE, DPA
 University President

LALYN D. ESPOLTERO
 Authorized Representative

SIGNED IN THE PRESENCE OF:

DEWOOOGEN P. BACLAYON, Ph.D.
 VP for Administration and Finance

MARIA PACITA E. SABALO
 Rep., Shift Tech Trading, Inc.



ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S

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

Table with 2 columns: NAME, Government Issued I.D.
Row 1: JUDE A. DUARTE, 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 eight (8) 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 [Seal] at _____, SOGOD, SOUTHERN LEYTE.

Doc. No. 114;
Page No. 83;
Book No. 110;
Series of 2024

ATTY. MARVIN A. MAGAPO
Notary Public
RTC 39-NC No. 001-2023, filed Dec. 31, 2024
Roll of Attorneys No. 66764
IBP No. 378495, December 28, 2023
PTR No. 9865012, December 29, 2023
MCLE Compliance VII 0020208, valid until April 14, 2025





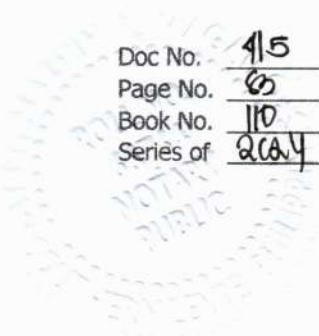
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ACKNOWLEDGMENT

Republic of the Philippines)
 City of Maasin) s.s.

BEFORE ME this 22nd day of JULY, 2024 at SOGOD, SOUTHERN LEYTE, Philippines personally appeared DR. JUDE A. DUARTE, with SLSU ID No. 001 issued on January 26, 2023 at SLSU, Sogod, Southern Leyte, Philippines, and known to me to be the same person who executed the foregoing instrument and she further acknowledged to me that the same is her free, voluntary act and deed.

This instrument consists of eight (8) pages including this page on which this acknowledgement is written has been signed on each and every page thereof by the parties concerned and their instrumental witnesses and sealed with my notarial seal.



Doc No. 415
 Page No. 6
 Book No. 110
 Series of 2024

ATTY. MAKVIN M. MARAIPON
 Notary Public
 RTC 39-NC No. 001-2023, Dec. 31, 2024
 Roll of Attorneys No. 166164
 IBP No. 378495, December 28, 2023
 PTR No. 9865012, December 29, 2023
 ICLE Compliance VII 0020203, valid until April 14, 2025



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ACKNOWLEDGMENT

Republic of the Philippines)
 Municipality of Sagod) s.s.

BEFORE ME this ____ day of 25 June 2024 at SOGOD, SO. LEYTE
 Philippines personally appeared LALYN D. ESPOLTERO, exhibiting to me his
UMID - 0111-8943115-9 with his photograph and signature as competent
 evidence of his identity and known to me to be the same person who executed the foregoing
 instrument and he further acknowledged to me that the same is his free, voluntary act and deed.

This instrument consists of eight (8) pages including this page on which this
 acknowledgement is written has been signed on each and every page thereof by the parties
 concerned and their instrumental witnesses and sealed with my notarial seal.

Doc. No. 412
 Page No. 86
 Book No. 69
 Series of 2024

ATTY. JOSE RAMIL G. GOLO
 NOTARY PUBLIC
 NOTARY PUBLIC COMMISSION NO. 001-2024
 MY COMMISSION EXPIRES ON - DEC. 31, 2025
 ROLL No. 48869
 IBP LIFETIME No. 028470-01/12/18/MANILA
 PTR No. 9865119 01/04/2024
 J.R. G. GOLO LAW OFFICE
 ZONE V SOGOD, SOUTHERN LEYTE