



## NOTICE TO PROCEED

09 January 2025

**EDDIE S. UY**

Proprietor

Electrocomputer Data System

88 P. Zamora Street, Tacloban City

**Ma'am/Sir:**

The attached CONTRACT AGREEMENT having been approved, notice is hereby given to **Electrocomputer Data System** that work may commence for Lot No. 2 of the project procurement entitled "**Rebidding-Supply & Delivery of ICT Equipment & Other Peripherals**" under **PB2024-G&S-03** 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 the SOUTHERN LEYTE STATE UNIVERSITY Maasin City Campus.

Very truly yours,

**JUDE A. DUARTE, DPA**

University President

Received by the bidder: \_\_\_\_\_

Date: \_\_\_\_\_





## CONTRACT AGREEMENT

THIS AGREEMENT, made this 7<sup>th</sup> day of JANUARY, 2025 between **SOUTHERN LEYTE STATE UNIVERSITY MAASIN CITY CAMPUS** (hereinafter called the "Entity") **ELECTROCOMPUTER DATA SYSTEM** of 88 P. Zamora Street, Tacloban City (hereinafter called the "Supplier").

WHEREAS, the **Southern Leyte State University-Maasin City Campus** invited Bids for the **Rebidding-Supply & Delivery of ICT Equipment & Other Peripherals** under **PB2024-G&S-03**, with an Approved Budget for the Contract (ABC) amounting to **₱2,416,000.00** viz:

Item No.	Item Description	Qty./Unit	Unit Cost	Total Cost
<b>Lot 1</b>				
1	<b>Branded Desktop Computer</b> <b>Technical Specifications:</b> (Note: 1. All components must be branded, original, not cloned, non-rebranded, non-refurbished, non-reengineered or unaltered; 2. Reputable brands that have been serving in the industry for the past 30 years) (Processor: Intel® Core™ i5-14400, 10 cores, 16 threads, 4.7 GHz Max Turbo, 20 MB Smart Cache, 9.5 MB L2 Cache, 65W Base Power, 148W turbo) (Memory: 8 GB) (Storage: 256GB SSD + 1TB HDD) (Display & Graphics: Intel UHD 730 Graphics) (Monitor: 21.5 inches) (Keyboard & Mouse: USB-Type) (OS: Windows 11) (Other Peripherals: Web Cam & Headphone with Microphone)	24/ Units	50,000.00	1,200,000.00
2	<b>Smart TV</b> <b>Technical Specifications:</b> (Display Resolution: 3840p x 2160p) (Display Type: LED) (Screen Size: 75 inches) (Power Consumption: 330 watts) (TV Resolution: 4K UHD) (Power Input: 220 Volts AC) (Software Version: ANDROID 11) (Source Connection: HDMI, AV, and Audio Output (3.5mm))	2/ Units	50,000.00	100,000.00
<b>Lot 2</b>				
3	<b>Branded Desktop Computer</b> <b>Technical Specifications:</b> (Note: 1. All components must be branded, original, not cloned, non-rebranded, non-refurbished, non-reengineered or unaltered; 2. Reputable brands that have been serving in the industry for the past 30 years) (Processor: Intel® Core™ i3-10100, 4 cores, 8 threads, 3.60 GHz Base Frequency, 4.30 GHz Max Turbo Frequency, 6MB Smart Cache) (Memory: 8 GB DDR4) (Storage: 256GB SSD + 1TB HDD)	31/ Units	36,000.00	1,116,000.00

Signed in the presence of:   
**ALFIE BATO**  
 Rep. Electrocomputer Data System

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

**EDDIE S. UY**  
 Proprietor

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



CONTRACT AGREEMENT

(Monitor: 21.5 inches) (Keyboard & Mouse: USB-Type) (OS: Windows 11) (Other Peripherals: Web Cam & Headphone with Microphone)			
<b>TOTAL:</b>			<b>2,416,000.00</b>

and has accepted the Bid by **ELECTROCOMPUTER DATA SYSTEM** for the supply and delivery of the items per lot listed below with a Total Contract Amount of **One Million One Hundred Eleven Thousand Two Hundred Eighty-Eight Pesos (₱ 1,111,288.00)** only, to be delivered within **thirty (30) calendar days** immediately upon receipt of the Notice to Proceed.  
To wit:

Item No.	Item Description	Qty./ Unit	Unit Cost	Total Cost
<b>Lot 2</b>				
3	<b>Branded Desktop Computer</b> <b>Technical Specifications:</b> Acer Aspire TC-1775 14 <sup>th</sup> Gen (Processor: Intel Core i3-14100, 4 Cores, 8 Threads, 3.60 GHz Base Frequency, 4.30 GHz Max Turbo Frequency, 6 MB Smart Cache) (Memory: 8GB DDR4) (Storage: 256 GB SSD + 1TB HDD) (Monitor: 21.5 inches) (Keyboard & Mouse: USB-Type) (Other Peripherals: Web Cam & Headphone with Microphone)	31/ Units	35,848.00	1,111,288.00
<b>TOTAL:</b>				<b>1,111,288.00</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;
    - iii. General and Special Conditions of Contract; and



Signed in the presence of:  
*Alfie Bato*  
**ALFIE BATO**  
Rep. Electrocomputer Data System

*Dewoo Wogen P. Baclayon*  
**DEWOO WOOGEN P. BACLAYON, Ph.D.**  
SLSU VP for Admin & Finance

**ELECTROCOMPUTER DATA SYSTEM**  
By: *Eddie S. Uy*  
**EDDIE S. UY**  
Proprietor

**SOUTHERN LEYTE STATE UNIVERSITY**  
Maasin City Campus  
By: *Jude A. Duarte*  
**JUDE A. DUARTE, DPA**  
University President



**CONTRACT AGREEMENT**

Signed in the presence of:

ELECTROCOMPUTER DATA SYSTEM

SOUTHERN LEYTE STATE UNIVERSITY  
 Maasin City Campus

By:

By:

By:

*[Signature]*  
**ALFIE BATO**  
 Rep. Electrocomputer Data System

*[Signature]*  
**DEWOOOOGEN P. BACLAYON, Ph.D.**  
 SLSU VP for Admin & Finance

*[Signature]*  
**EDDIE S. UY**  
 Proprietor

*[Signature]*  
**JULIE M. DUARTE, DPA**  
 University President

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 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.

**VENUE OF ACTION**

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





**SOUTHERN LEYTE STATE UNIVERSITY**

Maasin City Campus, Tunga-tunga, Maasin City, Southern Leyte  
 Email: maasin@southernleytestateu.edu.ph  
 Website: www.southernleytestateu.edu.ph



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

## CONTRACT AGREEMENT

### 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  
 (MAASIN CITY CAMPUS) (ENTITY)

BY:

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

ELECTROCOMPUTER DATA SYSTEM  
 (SUPPLIER)

BY:

**EDDIE S. UY**  
 Proprietor

SIGNED IN THE PRESENCE OF

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

**ALFIE BATO**  
 Rep., Electrocomputer Data System

CERTIFICATION ON AVAILABILITY OF FUNDS:

**ROBIN ARIEL S. SUMAYA, CPA**  
 Accountant



## CONTRACT AGREEMENT

### ACKNOWLEDGMENT

Republic of the Philippines)

\_\_\_\_\_ ) 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
<b>EDDIE S. UY</b>	Driver's License No. 6507-47-017743

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 JAN 07 2025 in \_\_\_\_\_.

Doc. No. 52 ;  
 Page No. 11 ;  
 Book No. 418 ;  
 Series of 2025

**ATTY. EDWIN Y. CHUA**  
 Notary Public  
 Until Dec. 31, 2026  
 Appointment No. NC-2025-02-122  
 PTR No. 8648668  
 Roll No. 35362  
 IBP Lifetime No. 01259  
 Tacloban City



## NOTICE OF AWARD

12 December 2024

**EDDIE S. UY**

Proprietor

Electrocomputer Data System

88 P. Zamora Street, Tacloban City

**Ma'am/Sir:**

We are glad to notify you that the **Rebidding-Supply & Delivery of ICT Equipment & Other Peripherals** under **PB2024-G&S-03** is hereby awarded to **Electrocomputer Data System** as the bidder with **Lowest Calculated and Responsive Bid (LCRB)** for Lot No. 2 with a Total Contract Price amounting to **One Million One Hundred Eleven Thousand Two Hundred Eighty-Eight Pesos Only (₱ 1,111,288.00)**.

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in Section 39 of IRR of RA. 9184. Failure to enter into the said contract or provide the Performance Security shall constitute sufficient grounds for cancellation of this award and forfeiture of your Bid Security

Very truly yours,

**JUDE A. DUARTE, DPA**

University President

Received by the bidder: \_\_\_\_\_

Date: \_\_\_\_\_





**BAC RESOLUTION DECLARING THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AS A RESULT OF POST QUALIFICATION AND RECOMMENDING AWARD FOR THE "REBIDDING - SUPPLY & DELIVERY OF ICT EQUIPMENT & OTHER PERIPHERALS" LOT 2**

**RESOLUTION NO. 13, s. 2024**

**WHEREAS**, the Bids and Awards Committee (BAC) was created to ensure transparency in the procurement process and in the implementation of procurement contracts, with the end view of guaranteeing the contracts are awarded pursuant to the provisions of Republic Act 9184 and its Implementing Rules and Regulations, and that all procurement are conducted strictly according to specifications;

**WHEREAS**, in accordance with pertinent provisions of RA 9184, the BAC published on 13 November 2024 in the PhilGEPS, SLSU website and BAC Bulletin board the Invitation to Bid (ITB) for the "**Rebidding - Supply & Delivery of ICT Equipment & Other Peripherals**" consisting of **2 lots (LOT #1 & LOT #2)** under Project No. **PB2024-G&S-03** with a total Approved Budget for the Contract (ABC) amounting to **Two Million Four Hundred Sixteen Thousand Pesos only (₱2,416,000.00)**;

**WHEREAS**, in furtherance with the provisions of the Revised RA 9184, representatives from the Commission on Audit (COA) as well as observers from private sector and non-government organization, were invited to observe and witness the conduct of the Pre-Bid Conference, Submission and Opening of bids, Evaluation of Bids, and Post-Qualification as scheduled;

**WHEREAS**, on **02 December 2024**, BAC passed Resolution No. 10, s. 2024 declaring the Shift Tech Trading Inc. with the Lowest Calculated Bid (LCB).

**WHEREAS**, upon careful examination, validation and verification of all technical and financial proposals submitted by Electrocomputer Data System, BAC found their bids offer to be compliant with all the legal, technical and financial requirements, and declared as the Lowest Calculated and Responsive Bid (LCRB) for **LOT 2** with a Total Contract Amount of **₱1,111,288.00**.

**NOW, THEREFORE**, with the foregoing premises considered, the undersigned members of the Bids and Awards Committee hereby **RESOLVE** as it is hereby **RESOLVED**:

1. To declare the Electrocomputer Data System. with the Lowest Calculated and Responsive Bid for **LOT 2**;






2. To recommend to the SLSU Board of Regents as the University's Head of Procuring Entity (HOPE) to award the contract to the abovementioned supplier.

**RESOLVED** at SLSU Maasin City Campus, Brgy. Tunga-tunga, Maasin City, Southern Leyte, this 4<sup>th</sup> day of **December 2024**.

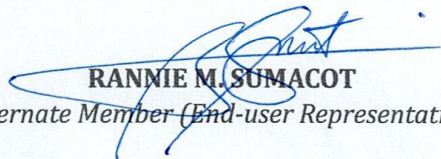
  
**MADONNA GRACE D. JACOBE**  
*Chairperson*

  
**MICHAEL MALACHY D. DAGAMI**  
*Vice-Chairperson*

  
**GLOREINA M. MERCADO**  
*Regular Member*

  
**RANNIE M. SUMACOT**  
*Regular Member*

  
**LUCIA ESTELLA GRACE A. ABAA**  
*Regular Member*

  
**RANNIE M. SUMACOT**  
*Alternate Member (End-user Representative)*