



NOTICE TO PROCEED

10 January 2025

JERRY S. UY

Proprietor

LEYTE PAPERWORLD

#168, M.H. Del Pilar St.,

Brgy. 7, Tacloban City

Sir:

The attached CONTRACT AGREEMENT having been approved, notice is hereby given to **Leyte Paperworld** that work may commence for Lot No. 1 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: _____ 1/15/2025





CONTRACT AGREEMENT

THIS AGREEMENT, made this 8th day of JANUARY, 2025 between **SOUTHERN LEYTE STATE UNIVERSITY MAASIN CITY CAMPUS** (hereinafter called the "Entity") **LEYTE PAPERWORLD** of #168, M.H. Del Pilar St., Brgy. 7, 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
Lot 1				
1	Branded Desktop Computer Technical Specifications: (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	Smart TV Technical Specifications: (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
Lot 2				
3	Branded Desktop Computer Technical Specifications: (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:
MARIA RIZA MAE E-SISON
 Rep. Leyte Paperworld

Signed in the presence of:
DEWOOVOGEN P. BACLAYON, Ph.D.
 SLSU VP for Admin & Finance

LEYTE PAPERWORLD
 By: **JERRY S. UY**
 Proprietor

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



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

and has accepted the Bid by **LEYTE PAPERWORLD** for the supply and delivery of the items per lot listed below with a Total Contract Amount of **One Million One Hundred Twenty-Seven Thousand Five Hundred Thirty Eight Pesos (₱ 1,127,538.00)** 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
Lot 1				
1	Branded Desktop Computer Technical Specifications: (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: 8GB 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	42,990.00	1,031,760.00
2	Smart TV Technical Specifications: 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	47,889.00	95,778.00
TOTAL:				1,127,538.00

Signed in the presence of:
MARIA RIZA MAE E. SISON
 Rep. Leyte Paperworld

Signed in the presence of:
DEWOOWOGEN P. BACLAYON, Ph.D.
 SLSU VP for Admin & Finance

Signed in the presence of:
LEYTE PAPERWORLD
 By: **JERRY S. UY**
 Proprietor

Signed in the presence of:
SOUTHERN LEYTE STATE UNIVERSITY
 Maasin City Campus
 By: **JUDE A. DUARTE, DPA**
 University President



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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
- 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.

Signed in the presence of:
 By:
MARIA RIZA MAE E. SISON
 Rep. Leyte Paperworld

By:
DEWOON OOGEN P. BACLAYON, Ph.D.
 SLSU VP for Admin & Finance

LEYTE PAPERWORLD
 By:
JERRY S. UY
 Proprietor

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



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- 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.

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.


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.

By: 
MARIA RIZA MAE E. SISON
 Rep. Leyte Paperworld

Signed in the presence of:
 By: 
DEWOOWOOGEN P. BACLAYON, Ph.D.
 SLSU VP for Admin & Finance

LEYTE PAPERWORLD
 By: 
JERRY S. UY
 Proprietor

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



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
 (MAASIN CITY CAMPUS) (ENTITY)
 BY:

JUDE A. DUARTE, DPA
 University President

LEYTE PAPERWORLD
 (SUPPLIER)
 BY:

JERRY S. UY
 Proprietor

SIGNED IN THE PRESENCE OF:

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

MARIA RIZA MAE E. SISON
 Rep., Leyte Paperworld

CERTIFICATION ON AVAILABILITY OF FUNDS:

ROBIN ARIEL F. SUMAYA, CPA
 Accountant



CONTRACT AGREEMENT

ACKNOWLEDGMENT

Republic of the Philippines)

_____) S.S

Tacloban City

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

NAME	Government Issued I.D.
JUDE A. DUARTE	Driver's License No. H02-B5-010504, valid until 08/09/2033
JERRY S. UY	<i>01R TIN NO. 102-721-983, issued July 09, 2015</i>

who were identified by me through competent evidence of identity to be the same persons who executed the foregoing Contract Agreement, consisting of six (6) 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 08 JAN 2025 in Tacloban City



ATTY. JUNNEL P. CANETE
 NOTARY PUBLIC until 12/31/2025
 For/within the jurisdiction of ATC Tacloban City
 Notarial Commission No. 2024-01-79
 43 Juan Luna St., Tacloban City
 Tel. No. (053) 832-3105
 Roll of Attorneys No. 82707
 IBP No. 489305 12/27/2024 Leyte
 MCLE Compliance No. VIII - 0601831 until April 14, 2028
 PTR No. 1578103 1/2/2025 Tacloban City

Doc. No. 463 ;
 Page No. 94 ;
 Book No. VI ;
 Series of 2025



NOTICE OF AWARD

20 December 2024

JERRY S. UY

Proprietor

LEYTE PAPERWORLD

#168, M.H. Del Pilar St.,


Brgy. 7, Tacloban City

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 **Leyte Paperworld** as the bidder with **Lowest Calculated and Responsive Bid (LCRB)** for Lot No. 1 with a Total Contract Price amounting to **One Million One Hundred Twenty-Seven Thousand Five Hundred Thirty-Eight Pesos Only (₱ 1,127,538.00)**.

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: _____ 12/23/2024





**BAC RESOLUTION DECLARING SHIFT TECH TRADING INC. INELIGIBLE AND
DECLARING THE SECOND LOWEST CALCULATED AND RESPONSIVE BID (LCRB) AS
A RESULT OF POST-QUALIFICATION, AND RECOMMENDING THE AWARD FOR THE
“REBIDDING – SUPPLY & DELIVERY OF ICT EQUIPMENT & OTHER PERIPHERALS” -
LOT 1**

RESOLUTION NO. 21, 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, on **09 December 2024**, the BAC issued a Notice of Post Qualification indicating Shift Tech Trading Inc. as the Lowest Calculated and Responsive Bid (LCRB). However, upon submission of their newly renewed PhilGEPS Certificate on December 17, 2024, it was observed that the certificate was issued only on **December 17, 2024**, while the previous certificate expired on November 29, 2024, resulting in a gap from November 30 to December 16, 2024. This gap constitutes the absence of one required document, rendering them **ineligible**;

WHEREAS, the second in rank based on the eligibility of the technical and financial components is **Leyte Paperworld**, as their submitted documents, technical specifications, and financial proposal met all the required criteria and were found to be complete, valid and compliant during the post-qualification evaluation conducted by the BAC;



WHEREAS, upon careful examination, validation, and verification of all technical and financial proposals submitted by Leyte Paperworld, BAC found their bid offer to be compliant with all the legal, technical, and financial requirements, and declared them as the Lowest Calculated and Responsive Bid (LCRB) for **LOT 1** with a Total Contract Amount of **₱ 1,127,538.00**.


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 Shift Tech Trading Inc. ineligible due to the gap in validity of their PhilGEPS Certificate;
2. To declare the Leyte Paperworld with the Lowest Calculated and Responsive Bid for **LOT 1**;
3. 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 17th 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)

APPROVED:


JUDE A. DUARTE, DPA
University President