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### CONTRACT AGREEMENT

THIS AGREEMENT made this 17th day of FEBRUARY 2025 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 JOEBZ COMPUTER SALES AND SERVICES of Brgy. 14, Salazar St., Tacloban City, Leyte, Philippines (hereinafter called the "Supplier") of the other part.

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

| Item<br>No. | Qty./Unit | Item Description  | Total Cost    |
|-------------|-----------|---|---------------|
| 1           | Lot       | Supply, Delivery and Installation of LED Wall<br>(Early Procurement Activity) | ₱1,236,317.80 |
|             |           | Specifications:   |               |
|             |           | Size: 3.84m*2.88m=11.06m2 (6*6=36   |               |
|             |           | pcs)  |               |
|             |           | Pixel Pitch: 3mm  |               |
|             |           | LED Type: SMD2121   |               |
|             |           | Cabinet Size: 640mm*480mm*62mm  |               |
|             |           | Cabinet Resolution: 208*156 pixels  |               |
|             |           | Module Size: 320mm*160mm  |               |
|             |           | Total Cabinets: 36pcs (6*6 cabinets) Die-<br>cast aluminum                    |               |
|             |           | Each Screen Resolution: 3893760 dots  |               |
|             |           | Brightness: 600 cd/m2   |               |
|             |           | Refresh Rate: 3840Hz  |               |
|             |           | Total Module: 120 pcs   |               |
|             |           | Maintenance: Front  |               |
|             |           | Control System:   |               |
|             |           | Sending Card: 1 pc  |               |
|             |           | Receiving Card: 36 pcs  |               |
|             |           | Operating System: 1 pc  |               |
|             |           | Video Processor: 1 pc   |               |
|             |           | Laptop: 1 pc, i5 16GB with video card   |               |
|             |           | Electrical Equipment: 1 lot, Power  |               |
|             |           | Distribution Box  |               |
|             |           | Framing: 1 lot, Structural Framing &  |               |
|             |           | Electrical Wiring   |               |
|             |           | Others: 1 lot, Delivery, Installation,  |               |
|             |           | Commissioning & Training  |               |
|             |           | Accessories and Spare Parts:  |               |
|             |           | Module: 4 pcs   |               |

SOUTHERN LEYTE STATE

UNIVERSITY - SAN JUAN

CAMPUS

y:

UDE A. DUARTE, DPA
University President





GARY D. GARCIA, EdD Campus Director

RHODORAPH CUAJAO

By:

RHODORA R CUAJAO





|        | PSU: 2 pcs                                      |               |
|--------|---|---------------|
|        | FREE Spare Parts:                               |               |
|        | Module: 2 pcs                                   |               |
|        | Receiving Card: 1 pc                            |               |
| $\cup$ | PSU: 1 pc                                       |               |
|        | Signal Cable: 1 pc                              |               |
|        | Flat Cable: 1 pc                                |               |
|        | Power Cable: 1 pc                               |               |
| 1      | General Items: 2 years standard free warranty   |               |
|        | Spare Parts: Provide spare parts free of charge |               |
|        | Delivery Lead Time: 75 days after receipt of    |               |
|        | Notice to Proceed                               |               |
|        | TOTAL   | ₱1,236,317.80 |

for the Supply, Delivery and Installation of LED Wall (Early Procurement Activity) and has accepted a Bid by the Supplier for the supply of those goods in the sum of One Million, Two Hundred Thirty-Six Thousand, Three Hundred Seventeen Pesos and 80/100 (₱1,236,317.80) (hereinafter called "the Contract Price"), to be delivered within seventy-five (75) 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.
- implementing 2. The following documents as required by the 2016 revised 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





GARY D. GARCIA, EdD

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By:

By:



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 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
- 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.



RHODORA[R]CUAJAO









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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.

# 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.

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 JOEBZ COMPUTER SALES AND SERVICES (Supplier)
By:

RHODORA R. CUAJAO Proprietress

SIGNED IN THE PRESENCE OF:

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GARY D GARCIA, EdD
Campus Director











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### ACKNOWLEDGMENT

Republic of the Philippines ) SANJUAN SOUTHERNSISEYTE

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

| NAME              | Government Issued I.D.                                       |  |
|-------------------|--|--|
| JUDE A. DUARTE    | SLSU Employee ID No. 001 – issued on January 24, 2023        |  |
| RHODORA R. CUAJAO | Driver's License No. H02-97-042568 – issued on July 28, 2022 |  |

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 \_

FEB 1 7 2025 in the place above written.

Doc. No. Page No. Series of 2025

No. 05%37 Massin City No. 498680, January 6, 2028 Whom Leyte Chapter Mo. 40211 MCLE Compliance Na VII-0021635 Valid until April 14, 2025 PM 131-511-913



