

Signed in the presence of:

MASANGKAY COMPUTER CENTER

SOUTHERN LEYTE STATE UNIVERSITY Main Campus

ANALIZA GAMESING
Rep. Masangkay Computer Center

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

LÖIDAL VEMANGELISTA
Sales Representative

JUDE A. DUARTE, DPA
University President



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



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CONTRACT AGREEMENT

THIS AGREEMENT, made this 8th day of May, 2025 between **SOUTHERN LEYTE STATE UNIVERSITY** (hereinafter called the "Entity") **MASANGKAY COMPUTER CENTER** of 1143G Masangkay St. Sta. Cruz Metro Manila (hereinafter called the "Supplier").

WHEREAS, the **Southern Leyte State University Main Campus** invited Bids for the **Provision of ICT to Support the Establishment of Bring Information Technology to Governance for Holistic Transformation (BrIGHT) Center: A Digital Transformation Hub of Southern Leyte** under **PB 2025-G&S-EPA-04**, with an Approved Budget for the Contract (ABC) amounting to **₱1,000,000.00** and has accepted the Bid by **MASANGKAY COMPUTER CENTER** for the supply and delivery of the items listed below with a Total Contract Amount of **Eight Hundred Fifty-Eight Thousand and Six Hundred Pesos only (₱858,600.00)** only, to be delivered within **thirty (30) calendar days** immediately upon receipt of the Notice to Proceed. To wit:

Item No.	Description	Quantity	Total Contract Amount
1	Laptop Computer	5 units	₱858,600.00
TOTAL AMOUNT			₱858,600.00

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

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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 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 Sagod, Southern Leyte, Philippines.



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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

MASANGKAY COMPUTER CENTER
(SUPPLIER)
BY:

LOIDA L. PANGELISTA
Sales Representative

SIGNED IN THE PRESENCE OF:

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

ANALIZA GAMENG
Rep., Masangkay Computer Center



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STATE UNIVERSITY**

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ACKNOWLEDGMENT

Republic of the Philippines)

_____) S.S

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 01/24/2023
LOIDA L. EVANGELISTA	Passport No. P10536214, issued on 07/25/2022

who were identified by me through competent evidence of identity to be the same persons who executed the foregoing Contract Agreement, consisting of four (4) 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 MAY 08 2025 in MANILA.

Doc. No. 140;
Page No. 22;
Book No. XIV;
Series of 2025

ATTY. EVANGELINE C. DE CASTRO
NOTARY PUBLIC
Commission No. 2024-089 Valid Until December 31, 2025
City of Manila
2238 Rubi St., San Andres Bukid, Manila
Roll No. 28159 IBF No. 113861 - 2024 Manila CY
MCLE Exemption NO. VII - H-003149 Valid Until 4/14/2028
PTR No. 1810689 San Juan City Issued on 1-3-2025

