Contract Agreement

THIS AGREEMENT made this 10th day of *June 2022* between **BULACAN AGRICULTURAL STATE COLLEGE**, San Ildefonso, Bulacan (hereinafter called the "Entity") and **PRINCE TECHNOLOGIES CORPORATION**, Block 2 Lot 17 Royal South Townhomes Marcos Alvarez Avenue, Talon 5 Las Piñas City (hereinafter called the "Supplier").

WHEREAS, the Entity is desirous that the Supplier executes the *Procurement for the Acquisition of Service Maintenance and Cloud Service Subscription for the BASC Campus Management System* (hereinafter called "the Works") and the Entity has accepted the quotation/proposal for the sum of Four Million Two Hundred Seventy-five Thousand Four Hundred Forty-three Pesos and Twenty Centavos (*PhP4,275,443.20*) by the Supplier for the execution and completion of such Works and the remedying of any defects therein.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 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.
- 2. The following documents shall be attached, deemed to form, and be read and construed as an integral part of this Agreement, to wit:
 - (a) Software Maintenance Agreement with bundled AWS Cloud Service;
 - (b) Canvass Form/Quotation;
 - (c) Eligibility requirements, documents, and/or statements, PhilGEPS Certificate of Registration, Business Registration, Mayor's Permit, and Tax Clearance;
 - (d) Performance Security:
 - (e) Notice of Award of Contract and the Proponent's/Bidder's conforme thereto;
 - (f) Other contract documents that may be required by existing laws and/or the Entity include minutes of contract negotiations.
- The Entity hereby covenants the Supplier to pay liquidated damages for the failure to deliver/perform said services with the applicable governing laws of this Contract.
- 4. 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 execute and complete "the Works" and remedy any defects therein in conformity with the provisions of this Contract in all respects.
- The Entity hereby covenants to pay the Supplier in consideration of the execution and completion of the "the Works", the Contract Price, or such other

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sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signature of PROCURING ENTITY

JAMESON H. TAN, Ed. D.

SUC President III

Signature of SUPPLIER

CARLOS L. DELOS SANTOS

President & CEO

Signed in the presence of:

RONALD REAGAN T. ALONZO, Ph.D.

Vice President, Administration & Finance

HIW COMERNE, In.

Witness

Certified Availability of Fund:

MA. DOLORES G. BERSAMINA, CPA

Accountant III

Republic of the Philippines)		
Province of Tyor)	
Province of OF MANUA Municipality of)

ACKNOWLEDGMENT
BEFORE ME, a Notary Public for and in the Municipality of MANIZA in the Province of, personally appeared JAMESON H. TAN with Passport No.P4404793B issued at DFA, Pampanga expiration on 2030/01/15, and CARLOS L. DELOS SANTOS with Passport No.P4306810A issued at DFA, Manila on 09/08/2017 both known to me and to be known to be the same persons who executed the foregoing instrument and acknowledgment to me that the same are their free and voluntary acts and deeds.
This instrument refers to a Contract for Procurement Service, consisting of three (3) pages including this page wherein the acknowledgment is written, were signed by the parties, and their two instrumental witnesses on each and every page hereof.
WITNESS MY HAND AND SEAL this
Doc. No.: Page No.: Book No.: Series of: Notary Fubra Notaria Commission 2020 17 / 12/31/2021 Maria Notaria Social No. 2020 18 / 12/31/2021 Maria Notaria Socia