CONTRACT FOR THE PROCUREMENT OF INTEGRATED CAMPUS CONNECTIVITY, SECURITY, AND LEARNING INFRASTRUCTURE

This CONTRACT executed on the ____day of OCT 14 2026 by and between:

Bulacan Agricultural State College, a government agency of the Republic of the Philippines, hereinafter called "the Entity" with principal address at Pinaod, San Ildefonso, Bulacan;

-and-

ITOTECH MARKETING CORPORATION, a company duly organized and existing under the laws of the Philippines, with principal office at Stall No. 3&4, 2nd Bypass Road, MGS Complex, Sto. Domingo, Urdaneta City, Pangasinan, hereinafter called "the Supplier".

Witness

WHEREAS, the Entity invited Bids for certain goods particularly for the 2026-04G: PROCUREMENT OF INTEGRATED CAMPUS CONNECTIVITY, SECURITY, AND LEARNING INFRASTRUCTURE;

MR. ROMMEL C. TOBIAS
Authorized Representative

WHEREAS, the Supplier submitted a responsive bid and was awarded the contract for the procurement in the total amount of EIGHTY-THREE MILLION TWO HUNDRED FIFTY THOUSAND PESOS (PHP 83,250,000.00), hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

DR. RONALD REAGAN T. ALONZO
Vice President, Administration and Finance

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:

   i. Invitation to Bid;
   ii. Instruction to Bidders;
   iii. 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;
   iv. Bid Data Sheet;
   v. Schedule of Requirements;
   vi. Technical Specifications;
   vii. General and Special Conditions of Contract;
   viii. Supplemental Bid Bulletins, if any;
   ix. Terms of Reference; and
   x. Other contract documents that may be required by existing laws and/or the Entity.

DR. JAMESON H. TAN, CESE
SUC President III

3. In consideration of the Contract Price amounting to EIGHTY-THREE MILLION TWO HUNDRED FIFTY THOUSAND PESOS (PHP 83,250,000.00), or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the "2026-04G: PROCUREMENT OF INTEGRATED CAMPUS CONNECTIVITY, SECURITY, AND LEARNING INFRASTRUCTURE described herein in accordance with the terms and conditions

specified in the Contract and its annexed documents.

4. The Supplier shall complete the supply, delivery, installation, configuration, civil, fiber, and structured cabling works, system integration, testing, commissioning, training, technology transfer, and turnover required under the Contract Documents within ninety (90) calendar days from receipt of the Notice to Proceed. Warranty, support, licensing, and other continuing service obligations shall remain effective for their respective periods specified in the Contract Documents.

5. The Bulacan Agricultural State College agrees to pay the above-mentioned sum to the Supplier in accordance with the schedule and manner provided in the Bidding Documents and its annexes. Except for an authorized secured advance, payment shall require acceptance of the corresponding deliverables and submission of complete billing documents. The Supplier shall furnish the required performance, advance-payment, and warranty securities. The Payment and Securities Schedule, completed and attached upon execution of this Contract, shall record the applicable payment milestones, billing requirements, security forms, amounts, validity, advance recovery, and release conditions required by the Contract Documents and applicable law, without adding to or expanding the awarded obligations.

6. The Parties shall implement this Contract in accordance with RA No. 12009, its IRR, applicable GPPB issuances, and other applicable laws and accounting and auditing rules. No contractual provision shall authorize an act prohibited by law.

7. The Parties shall comply with applicable data privacy laws. To the extent that the Supplier accesses or processes personal data in performing this Contract, it shall protect such data, limit access to authorized personnel, and process the data only upon the Entity's documented instructions and for authorized contractual purposes.

   The Supplier shall promptly report security incidents to the Entity and provide the information and assistance necessary for the Entity to comply with applicable notification requirements.

   Upon completion or termination of the relevant services, personal data shall be returned or securely deleted at the Entity's direction, except to the extent that retention is required or authorized by law.

8. Delivery shall not, by itself, constitute acceptance. The Entity shall inspect and test deliverables for conformity with the requirements of the Contract Documents, through the Entity's applicable inspection and acceptance procedures, including User Acceptance Testing where required. Rejected or deficient deliverables shall be corrected or replaced at the Supplier's expense as required by the Contract. Inspection, acceptance, or payment shall not release the Supplier from surviving warranty, support, defect-correction, and turnover obligations.

   Final acceptance shall include verification of the turnover required by the Contract Documents, including the required user and technical documentation, manuals, installation and test records, certification results, and completion of training and technology transfer.

9. The Supplier shall comply with the item-specific warranties and service commitments required by the Contract Documents and expressly undertaken in its accepted bid. The Warranty and Service Schedule shall record the applicable coverage, commencement, duration, response and repair deadlines, spare-parts obligations, onsite or remote support, and temporary service-unit requirements. These shall include the required onsite response within eight (8) hours from receipt of notice, spare-parts availability

Witness

MR. ROMMEL C. TOBIAS
Authorized Representative

DR. RONALD REAGAN T. ALONZO
Vice President, Administration and Finance

DR. JAMESON H. TAN, CESE
SUC President III

within seventy-two (72) hours, provision of a service unit if repair will exceed three (3) days, and the workmanship warranty for structured cabling and fiber installations with the required installation test and certification results.

10. Changes shall take effect only through the written instrument, approvals, and procedures required by RA No. 12009 and its Implementing Rules and Regulations. Each proposed change shall state its justification and effect on scope, specifications, price, delivery, payment, warranties, and securities.

11. In case of delays, the Supplier shall submit extension requests before the applicable delivery deadline, stating the reasons, expected delay, and supporting evidence. A request shall not itself extend the deadline. Extensions shall require approval by the Head of the Procuring Entity upon the recommendation of the End-User or Implementing Unit, based on meritorious reasons. Suspension of delivery shall require the written order prescribed by the Implementing Rules and Regulations.

12. For failure to satisfactorily deliver within the contractual schedule, including duly granted extensions, the Supplier shall pay liquidated damages of one-tenth of one percent (0.1%) of the cost of the delayed Goods for each calendar day of delay, until those Goods are delivered and accepted, subject to applicable relief provisions. The Entity need not prove actual damages and may recover the amount from payments due or applicable securities or warranties. When accumulated liquidated damages reach ten percent (10%) of the total Contract Price, the Entity may rescind the Contract and impose appropriate sanctions, following applicable procedures and without prejudice to other available contractual or legal remedies.

13. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Procuring Entity
Head of the Procuring Entity or Duly Authorized Representative

JAMESON H. TAN, CESE
SUC President III
[Date]

For the Bidder
Duly authorized to sign the Contract for and behalf of ITOTECH MARKETING CORPORATION:

ROMMEL C. TOBIAS
Authorized Representative
[Date]

Signed in the presence of:

RONALD REAGAN T. ALONZO, PhD
Vice President for Administration and Finance

Witness – BASC

Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the URDANETA CITY PANGASINAN, City/Province of _____, this ___ day of OCT 14 2026, 20__, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ___pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___day of OCT 14 2026.

Doc. No. 4
Page No. 1
Book No. 61
Series of 2026.

ATTY. VANESSA J. RAMISCAL
NOTARY PUBLIC
UNTIL DECEMBER 31, 2026
ATTORNEY'S ROLL NO. 87088
Notarial Commission NO. U-16-25
PTR No. 3053852 -01-05-2026, MANAOAC, PANGASINAN
IBP LIFETIME MEMBERSHIP NO. 688033-12-21-2025 PASIG CITY
MCLE COMPLIANCE NO. VIII-0020051-01-17-25
Ramiscal Law Office, Maramba Compound, Alexander St,
Urdaneta City, Pangasinan
Email: attyvanessajramiscal@gmail.com
Telephone No. 09568219653

Witness

MR. ROMMEL C. TOBIAS
Authorized Representative

DR. RONALD REAGAN T. ALONZO
Vice President, Administration and Finance

DR. JAMESON H. TAN, CESE
SUC President III