Witness

MR. LEMUEL E. ACERON
Authorized Representative

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

DR. JAMESON H. TAN, CESE
SUC President III

CONTRACT FOR THE PROCUREMENT OF CAMPUS DIGITAL TRANSFORMATION SYSTEMS

This CONTRACT executed on the ____day of OCT 1 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-

RBS Software Solutions & N.O.R.M. Construction and Development Corp Joint Venture, a company duly organized and existing under the laws of the Philippines, with principal office at B1 l36 Diamond St., Capitol Park Homes II, Pedro Sen Subdivision, Brgy 179 Caloocan City, hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods particularly for the 2026-05G: PROCUREMENT OF CAMPUS DIGITAL TRANSFORMATION SYSTEMS;

WHEREAS, the Supplier submitted a responsive bid and was awarded the contract for the procurement in the total amount of Ninety-Eight Million Eight Hundred Eighty-Eight Thousand Pesos (Php98,888,000.00), 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.

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.

3. In consideration of the Contract Price amounting to Ninety-Eight Million Eight Hundred Eighty-Eight Thousand Pesos (Php98,888,000.00), 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 "2026-05G: PROCUREMENT OF CAMPUS DIGITAL TRANSFORMATION SYSTEMS" described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

Witness

4. The Supplier shall complete the design, development or supply, delivery, installation, configuration, implementation, integration, data migration, testing, commissioning, go-live, training, technology transfer, and turnover required under the Contract Documents within ninety (90) calendar days from receipt of the Notice to Proceed. Warranty, support, subscription, 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.

MR. LEMUEL E. ACERON
Authorized Representative

6. The Parties shall implement this Contract in accordance with RA No. 12009, its IRR, 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. The Supplier shall protect personal data, limit access to authorized personnel, and process data only for authorized contractual purposes.

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

   Upon completion or termination, data shall be returned, retained, or securely deleted as required by law and the Contract Documents.

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

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 databases, configurations, deployment documentation, and backup and export access, together with the required training and technology transfer.

DR. JAMESON H. TAN, CESE
SUC President III

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 attached Warranty and Service Schedule shall record the applicable coverage, commencement, duration, response and repair deadlines, spare-parts obligations, onsite or remote support, and temporary replacement requirements, if any. The Schedule shall clarify these existing obligations without adding to or expanding them. Required warranty services shall be provided without additional charge.

10. In case of delays, the Supplier shall submit extension requests before the delivery deadline, stating the reasons, expected delay, and supporting evidence. A request shall not itself extend the deadline. Extensions and suspension of delivery shall require the approval or written order prescribed by the IRR.

11. For failure to satisfactorily deliver within the contractual schedule, including duly granted extensions, the Supplier shall pay liquidated damages of 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. When accumulated liquidated damages reach 10% of the total Contract Price, the Entity may rescind the Contract and impose appropriate sanctions, following applicable procedures.

12. 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 RBS Software Solutions & N.O.R.M.S Construction and Development Corp Joint Venture:

LEMUEL A. ACERON
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 Poblacion, San Ildefonso, Bulacan, City/Province of Province of BULACAN, this ___ day of OCT 14 2026, 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.

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Series of 2026

REVELYN C. CAYETANO-ABOUHALIM
Notary Public until December 31, 2027
Roll of Attorneys No.: 63815
IBP Bulacan Lifetime Member No.: 012703
PTR No.: 6713421/January 05, 2026
MCLE No.: VIII-0029395 valid until 14 April 2028
#19 National Highway Poblacion, San Ildefonso, Bulacan