



PROJECT: Supply, Delivery, Installation and Maintenance of Outdoor LED Wall for the Department of Education
CONTRACT NO.: 2024c-ICTS3(013)-BII-CB025-C208

CONTRACT

THIS CONTRACT made and entered into this 16 day of JUL 16 2024 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Assistant Secretary for Administration, **NOEL T. BALUYAN**, as per Office Order OO-OSEC-2023-060, dated 14 March 2023 (hereinafter referred to as "**DEPED**"); and **THE BRAIN COMPUTER CORP.**, represented herein by its Account Executive, **JANICE L. BAUTISTA**, with office address at 150 F. Blumentritt, Brgy. Batis San Juan Metro Manila (hereinafter referred to as "**THE BRAIN**"), as per Omnibus Sworn Statement dated May 2, 2024 (hereto attached as Annex "A").

DEPED and **THE BRAIN** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the Supply, Delivery, Installation and Maintenance of Outdoor LED Wall for the Department of Education consisting of **one (1) lot**, and received bids from two **(2) prospective bidders**; **DEPED** opened, read, and evaluated the bids of the bidders and declared **THE BRAIN** as having the Single Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **THE BRAIN** as the Single Calculated Responsive Bid, in the sum of **PHILIPPINE PESOS FOUR MILLION, TWO HUNDRED FIFTY THOUSAND, THIRTY-THREE and 63/100 (PhP4,250,033.63) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

1 Lot	Description	Amount (PhP)
	Outdoor LED Wall Display	PhP4,250,033.63

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Resolution to Award No. 2024c-ICTS3(013)-BII-CB-025 dated May 28, 2024;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;
 - iii. Technical Specifications;
 - iv. Bid Bulletin No. 1 dated April 30, 2024; and

JENNETTE L. AMSTUJA
 THE BRAIN's Witness

JANICE L. BAUTISTA
 THE BRAIN

FERDINAND B. PITAGAN
 DEPED's Witness

NOEL T. BALUYAN
 DEPED

GA

v. Bid Bulletin No. 2 dated May 3, 2024

- c. **THE BRAIN's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **THE BRAIN's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **THE BRAIN** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

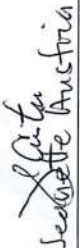
3. **THE BRAIN** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **THE BRAIN** is in default of any of its obligations under this Contract. **THE BRAIN** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.

4. The goods and services referred to in this Contract shall be delivered by **THE BRAIN** at **DEPED CENTRAL OFFICE** within **Ninety (90) calendar days** from the receipt of the Notice to Proceed (NTP) or as may be indicated in the NTP. **THE BRAIN** shall ensure that the goods will be delivered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be a cause for the termination of the Contract.

Should a violation of this provision causes delay in the fulfillment of obligations, **DEPED** shall impose liquidated damages on **THE BRAIN**, pursuant to section 15 of this contract.

- 5. Pre-Delivery and Pre-Implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team, as may be necessary or applicable.
- 6. **DEPED** shall have the right to visit and inspect **THE BRAIN's** premises covered by the Contract at any time or stage of the contract implementation to monitor and assess **THE BRAIN's** capacity to discharge its contractual obligations.
- 7. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract


Seangette Austria
THE BRAIN's Witness


JANICE I. BAUTISTA
THE BRAIN


FERDINAND B. PIAGAN
DEPED's Witness

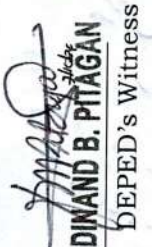

NOEL T. BALUYAN
DEPED

implementation. Prior to and for purposes of inspection, **THE BRAIN** shall ensure convenient access to the goods for inspection. **THE BRAIN** shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing, and sorting of the goods prior to, during, and after inspection.

8. The goods shall be inspected by the designated DepEd Inspectorate Team. **THE BRAIN** shall coordinate with **DEPED**, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and submitted in accordance with SCC Clause 4 of the Bidding Documents.
9. The goods and services must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, and must be in accordance with the final technical specifications as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on the samples submitted by **THE BRAIN**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected, orally or in writing, by **DEPED** and replaced by **THE BRAIN** in accordance with the warranty provisions in the bidding documents. The replacement of the goods shall be subject to re-inspection.
11. In case **THE BRAIN** encounters condition(s) impeding timely delivery of the goods and performance of services, **THE BRAIN** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Request for contract extension is only allowed for those events which could not be foreseen, or which, though foreseen, were inevitable. Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. **THE BRAIN** must provide sufficient proof to support any request for work suspension and/or contract period extension.
12. The Contract Price shall be paid to **THE BRAIN** in accordance with the following disbursement procedures:
 - a. **THE BRAIN** may submit a request for payment based on the following:
 - i. Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - ii. Duly signed Delivery Receipt/s;
 - iii. Duly signed Inspection and Acceptance Report/s (IAR/s), including certification by **THE BRAIN**, duly signed and dated by the authorized representative of **DEPED** indicating that the goods have been delivered in accordance with the Contract; and
 - iv. Warranty Certificate.


JERNE L. AUSTRIA
THE BRAIN's Witness


JANICE L. BAUTISTA
THE BRAIN


FERDINAND B. PITAGAN
DEPED's Witness


NOEL T. BALUYAN
DEPED



Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

- b. Payment shall be made to **THE BRAIN** within 60 days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:
 - i. One hundred percent (100%) of the Contract Price shall be paid to **THE BRAIN** after the date of acceptance of the goods and complete performance of services at the delivery site.

THE BRAIN must furnish a copy of the above-mentioned documents to the End-User (ICTS- Technology Infrastructure Division).

- 13. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to **one percent (1%)** of the payment or a Special Bank Guarantee in an amount equal to **one percent (1%)** of the Contract Price required under Section 62 of RA 9184 and its revised IRR.


- a. **THE BRAIN** warranty for the delivered goods shall reckon from the date of the issuance of the Certificate of Final Acceptance by **DEPED**.
- b. A **two-years** comprehensive warranty for the goods will be applied. The said warranty period shall reckon from the date of issuance of the Certificate of Final Acceptance by the **DEPED** that the delivered goods have been duly inspected and accepted.

Item	Warranty Period
LED Wall	2 years
Video Processor	2 years

- c. Replacement and/or repair of the goods may be requested within the aforementioned warranty period.
- d. Repair of the goods shall be made within **one (1) calendar day** upon claim or request therefor. Replacement of the goods that cannot be repaired within the three-day guarantee period must be replaced within a maximum period of **seven (7) calendar days**.

In case **THE BRAIN** opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee.

- 14. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.


JEANETTE T. AUSTRIA
THE BRAIN's Witness


JANICE L. BAUTISTA
THE BRAIN


FERDINAND B. PITAGAN
DEPED's Witness


NOEL T. BALUYAN
DEPED



15. **THE BRAIN** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **THE BRAIN**, or collect from any of the securities or warranties posted by **THE BRAIN** whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

16. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

Alcristine
JEANEDE I. MISTIA
 THE BRAIN's Witness

Janice
JANICE L. BAUTISTA
 THE BRAIN

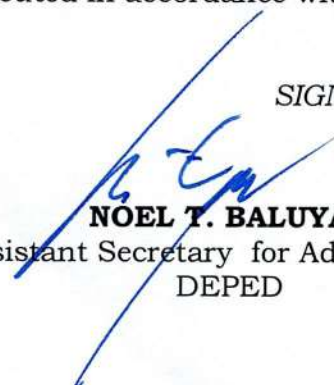
Ferdinand
FERDINAND B. PITAGAN
 DEPED's Witness

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NOEL T. BALUYAN
 DEPED

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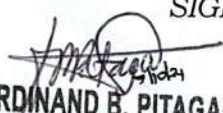
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.


SIGNED, SEALED AND DELIVERED BY:


NOEL T. BALUYAN
Assistant Secretary for Administration
DEPED



JANICE L. BAUTISTA
Account Executive
THE BRAIN COMPUTER CORPORATION

SIGNED IN THE PRESENCE OF:


FERDINAND B. PITAGAN
DEPED's Witness


JEANNETTE T. AUSTRIA
THE BRAIN's Witness

CERTIFIED FUNDS AVAILABLE: ₱4,250,033.63


WILMA P. ECALNIR
Accountant IV
OIC, Chief Accountant

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, ^{Notary Public} PASIG CITY, Philippines,
this JUL 18 day of 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

NOEL T. BALUYAN

Assistant Secretary for Administration
DEPED

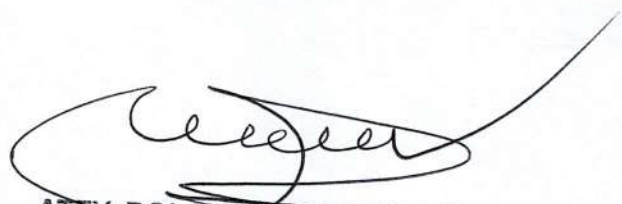
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC

Dec. No. 89
Page No. 19
Book No. 12
Series of 2024.


ATTY. ROLANDO A. BERNALES
Notary Public for Pasig & Pateros, MM
Appointment No. 12 (2024-2025)
PTR No. 0173418 January 02, 2024 686-B Shaw Blvd., Kapitolyo, Pasig City
IBP LM No. 013853, Roll No. 64646
MCLE VII-00203360

REPUBLIC OF THE PHILIPPINES)
_____SAN JUAN CITY_____, METRO MANILA) S.S


ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____SAN JUAN CITY_____, Philippines,
this _____ day of JUL 16 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)


JANICE L. BAUTISTA
Account Executive
THE BRAIN


Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC

Doc. No. 76;
Page No. A;
Book No. (XXV)
Series of 2024.


ATTY. PEDRO SANTOS JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2025
PTR NO. 123 San Juan City 01/09/2025
IBP NO. 297286, Pasig City 01/09/2024 ROLL NO. 8364
APP. NO. 6, MCLÉ CERT. OF EXEMPTION VII-NP 003176
143 F. BLUMENTRITT ST., SAN JUAN CITY
METRO MANILA PHILIPPINES

