

Contract Agreement for Preventive Maintenance of the LED Display located at the Rizal Memorial Sports Complex, Manila and Philsports Complex, Pasig City

CONTRACT AGREEMENT

This Agreement is made and executed in the City of Manila, Philippines, this 16th of June 2025 by and between:

PHILIPPINE SPORTS COMMISSION, a national government agency exercising corporate powers, created and existing under Republic Act No. 6847 with principal office address at Administration Building, Rizal Memorial Sports Complex, Pablo Ocampo Sr., St., Malate, Manila, represented herein by its Chairman, **RICHARD E. BACHMANN**, hereinafter referred to as the **PSC**;

- and -

THE BRAIN COMPUTER CORPORATION, duly organized and existing under the laws of the Republic of the Philippines, with principal office address at TBCC Building, #150 F. Blumentritt cor. R. Pascual St., Brgy. Batis, San Juan City, represented herein by its Product Specialist, **NOEL G. ASILO**.

WITNESSETH:

WHEREAS, the **PSC**, thru its Bids and Awards Committee (BAC), invited prospective suppliers to apply for eligibility and to submit proposals / quotations for the **Preventive Maintenance of the LED Display located at the Rizal Memorial Sports Complex, Manila and Philsports Complex, Pasig City**.

WHEREAS, in response to the said invitation, **THE BRAIN COMPUTER CORPORATION** signified its intention to apply by submitting its eligibility requirements and quotation for the aforementioned project;

WHEREAS, the **PSC**, pursuant to Bids and Awards Committee (BAC) Resolution No. GS 118-2025 dated 04 June 2025, declared **THE BRAIN COMPUTER CORPORATION** as the supplier with the Single Calculated and Responsive Quotation, legally, technically and financially capable of performing the subject project in accordance with the provisions of R.A. No. 9184, copy of the said BAC Resolution is attached hereto as Annex "A";

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions herein set forth, the parties by these presents agreed as follows:

1. **THE BRAIN COMPUTER CORPORATION** shall provide Preventive Maintenance of the LED Display located at the Rizal Memorial Sports Complex, Manila and Philsports Complex, Pasig City in conformity with the Technical Specifications stated in the Request for Quotation (RFQ).
2. In consideration of the services to be rendered, the **PSC** shall pay **THE BRAIN COMPUTER CORPORATION** the total amount of **SIX HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED PESOS (Php 618,500.00)** subject to the submission of Letter of Request for Payment per COA Circular No. 2023-004.
3. The following documents as required by the 2016 Revised Implementing Rules and Regulations of R.A. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz:

- a. Direct Contracting Documents:
 - i. Schedule of Requirements;
 - ii. Technical Specifications;



- iii. General and Special Conditions of Contract, if any.
 - iv. Supplemental or Bid Bulletins, if any.
- b. Winning supplier's proposal, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. 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;
 - d. Performance Security, if any;
 - e. Notice of Award of Contract, Notice to Proceed, and the Supplier's conforme thereto; and
 - f. Winning supplier 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.
4. **Dispute Resolution.** In the event of any dispute, controversy, or claim arising from or relating to this Agreement, including issues concerning its breach, termination, or validity (hereinafter referred to as a "Dispute"), the Parties shall first seek to resolve the Dispute amicably through good faith negotiations. If the Dispute is not resolved through negotiation within the specified time frame, any Party may initiate mediation by providing written notice to the other Parties.
- The Parties agree to keep confidential all aspects of the dispute resolution process, including any information disclosed, documents produced, or admissions made during the process, except as required by law or for the enforcement of an agreement or arbitral award.
5. **Confidentiality and Data Protection.**
- a. *Confidential Information:* Each Party agrees to maintain the confidentiality of any proprietary or sensitive information disclosed by the other Parties in connection with this Agreement.
 - b. *Data Protection:* The Parties shall comply with all applicable data protection laws and regulations in the collection, use, and storage of personal data related to the implementation of this Agreement.
 - c. *Security Measures:* The Parties shall implement appropriate technical and organizational measures to protect confidential information and personal data from unauthorized access, disclosure, alteration, or destruction.
6. **Liquidated Damages.** In case of breach of contract or delay, the Supplier shall pay the Procuring Entity liquidated damages in accordance with the provisions of the IRR of RA 9184
7. This Contract Agreement is subject to the usual government accounting and auditing rules and regulations.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date and place first above written.


By:

By:


OLIVIA G. COO
Officer in Charge


NOEL G. ASILO
Product Specialist

Signed in the presence of:


ATTY. ERIK JEAN A. MAYORES
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, the undersigned Notary Public in and for the City of Manila, Philippines,
on this day personally appeared: JUN 26 2025

Name	Government Issued Identification Card	Date and Place Issued
OLIVIA G. COO	Passport No. P5916505B	
NOEL G. ASILO		

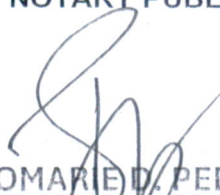
Known to me and to me known to be the same persons who executed the foregoing Contract Agreement consisting of three (3) pages including the page wherein this Acknowledgment is written, and who acknowledged to me that the same is their free and voluntary act and deed.

Doc. No. 422
Page No. 85
Book No. VIII
Series of 2025.

DOCUMENTARY STAMP TAX PAID

Serial No. 03799880
Date of Payment: JUN 26 2025

NOTARY PUBLIC


ATTY. DIOMARIO D. PEDROZO
Notary Public - City of Manila
Commission No. 2025-054 until 31 December 2026
Roll No. 77435/ 07 May 2022
PTR No. MLA- 2094534/ 10 January 2025
IBP No. 516021/15 January 2025/Pasig City
MCLE 8th Initial Compliance until 14 April 2025
PSC- Pablo Ocampo Sr., St. Malate, Manila



Republic of the Philippines
Office of the President
Philippine Sports Commission



NOTICE OF AWARD

June 16, 2025

MR. NOEL G. ASILO
Product Specialist
The Brain Computer Corporation
TBCC Building, #150 F. Blumentritt cor.
R. Pascual St., Brgy. Batis, San Juan City

Dear **Mr. Asilo**:

We are pleased to notify you that your quotation dated May 29, 2025 for the project: **"Preventive Maintenance of the LED Display located at the Rizal Memorial Sports Complex, Manila and Philsports Complex, Pasig City"** for the Contract Price of **Six Hundred Eighteen Thousand and Five Hundred Pesos only (Php618,500.00)** in Philippine Currency, as evaluated in accordance with the provision of R.A. 9184 is hereby accepted.

Thank you.

Very truly yours,

COMM. OLIVIA "BONG" G. COO
Officer-In-Charge, Office of the Chairman

Conforme:

MR. NOEL G. ASILO
Product Specialist
The Brain Computer Corporation
TBCC Building, #150 F. Blumentritt cor.
R. Pascual St., Brgy. Batis, San Juan City

JUNE 19, 2025
Date



Republic of the Philippines
Office of the President
Philippine Sports Commission



NOTICE TO PROCEED

June 17, 2025

MR. NOEL G. ASILO

Product Specialist

The Brain Computer Corporation

TBCC Building, #150 F. Blumentritt cor.

R. Pascual St., Brgy. Batis, San Juan City

Dear Mr. Asilo:

Notice is hereby given to **The Brain Computer Corporation** that performance for the project "**Preventive Maintenance of the LED Display located at the Rizal Memorial Sports Complex, Manila and Philsports Complex, Pasig City**" shall commence effective on the date after receipt of this notice.

As such, the **The Brain Computer Corporation** is responsible for performing the required services as stipulated under the terms and conditions of the attached Purchase Order and in accordance with the Implementation Schedule as noted.

Please acknowledge receipt and acceptance of this notice by affixing your signature on the space provided below. Further, please be informed that as per COA Circular No. 2023-004 dated June 14, 2023, you are required to submit the following upon delivery and acceptance of the: "**Preventive Maintenance of the LED Display located at the Rizal Memorial Sports Complex, Manila and Philsports Complex, Pasig City**":

1. Letter of Request for Payment and
2. Posting / submission of Warranty Security in the form of cash or bank guarantee which is one percent (1%) of the total contract price and with a minimum holding period of three (3) months for expendable supplies and one (1) year for semi / non-expendable supplies like in the case of this project.

Very truly yours,

COMM. OLIVIA "BONG" G. COO

Officer-In-Charge, Office of the Chairman

Conforme:

MR. NOEL G. ASILO

Product Specialist

The Brain Computer Corporation

TBCC Building, #150 F. Blumentritt cor.

R. Pascual St., Brgy. Batis, San Juan City

JUNE 26, 2025
Date