



**PROJECT:** Procurement of Media Monitoring Services  
**CONTRACT NO.:** 2024-PAS2(008)-BII-CB035-C259

**CONTRACT**

**THIS CONTRACT** made and entered into this 4th day of December 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Assistant Secretary, **CILETTE LIBORO CO**, as per Order OO-OSEC-2024-189, dated 09 August 2024 (hereinafter referred to as "**DEPED**"); and **CAPSTONE-INTEL CORPORATION IN JOINT VENTURE WITH ISENTIA MANILA INC.**, represented herein by its Authorized Representative, **ELLA KRISTINA CORONEL** with office address at Unit 1511 Alveo Park Triangle Tower, 11th Avenue corner, 32nd Street, Fort Bonifacio (BGC) Taguig City (hereinafter referred to as "**CAPSTONE**"), as per Omnibus Sworn Statement dated July 4, 2024 (hereto attached as Annex "A").

**DEPED** and **CAPSTONE** are collectively called **PARTIES**.

**WHEREAS, DEPED** invited bids for the Procurement of Media Monitoring Services consisting of **one (1) lot**, and received bid from lone bidder; **DEPED** opened, read, and evaluated the bids of the bidders and declared **CAPSTONE** as having the Single Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **CAPSTONE** as the Single Calculated and Responsive Bid in the sum of **PHILIPPINE PESOS TWO MILLION AND 04/100 (PhP2,000,000.04) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

1 Lot	Description	Amount (PhP)
	Procurement of Media Monitoring Services	PhP2,000,000.04

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

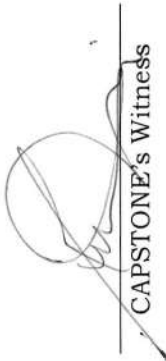
1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract, *viz:*
  - a. Resolution to Award No. 2024-PAS2(008)-BII-CB-035 dated August 19, 2024;
  - b. Philippine Bidding Documents;
    - i. General and Special Conditions of the Contract;
    - ii. Schedule of Requirements;
    - iii. Scope of Services and Technical Specifications; and
    - iv. Bid Bulletin No. 1 dated June 26, 2024.

*[Signature]*  
 CAPSTONE's Witness

*[Signature]*  
 ELLA KRISTINA CORONEL  
 CAPSTONE

*[Signature]*  
 JASON V. MERCENE  
 DEPED's Witness

*[Signature]*  
 CILETTE LIBORO CO  
 DEPED

  
CAPSTONE's Witness

- c. **CAPSTONE'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 **CAPSTONE's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **CAPSTONE** 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 and Variation Order, shall form part of the Contract.

- 3. **CAPSTONE** shall post a Performance Security within 10 calendar days from receipt of the NOA by the **CAPSTONE** from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, **CAPSTONE** shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **CAPSTONE** is in default of any of its obligations under this Contract. **CAPSTONE** 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.

Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, **DEPED** may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.

- 4. The services referred to in this Contract shall be rendered by **CAPSTONE** at the **DEPED CENTRAL OFFICE** from December 11, 2024 to December 10, 2025. **CAPSTONE** shall ensure that the required services will be rendered 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 **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 9 of this Contract.

- 5. The services to be rendered 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 Terms of Reference and scope of work as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **CAPSTONE's** submission, and reflected in the post-qualification

  
ELLA KRISTINA CORONEL  
CAPSTONE

  
JASON V. MIRAFLORES  
DEPED's Witness

  
CHERYLE LIBORO  
DEPED

report, which is hereto attached as Annex "C" and made an integral part hereof.

- 6. In case **CAPSTONE** encounters condition(s) impeding timely performance of the required services, **CAPSTONE** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). 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. **CAPSTONE** must provide sufficient proof to support any request for work suspension and/or contract period extension.
- 7. The Contract Price shall be paid to **CAPSTONE** in accordance with the following disbursement procedures:
  - a. **CAPSTONE** may submit a request for payment based on the following:
    - i. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract; and
    - ii. Certification by **CAPSTONE**, duly signed and dated by the authorized representative of **DEPED** indicating that the services have been rendered in accordance with the Contract.

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 **CAPSTONE** on a monthly bases and within thirty (30) days upon receipt of the monthly accomplishment specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**.

**CAPSTONE** must furnish a copy of the above-mentioned documents to the End-User (Public Affairs Service – Communications Division (PAS-CD)).

- 8. 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.
- 9. **CAPSTONE** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **CAPSTONE**, or collect from any of the securities posted by **CAPSTONE**, 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,

  
CAPSTONE's Witness

  
ELLA KRISTINA CORONEL  
CAPSTONE

  
JASOA V. MERCENE  
DEPED's Witness

  
CILETTE LIBORO  
DEPED

without prejudice to other courses of action and remedies available under the circumstances.

10. The **PARTIES** shall make exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Contract. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

However, in the event that the **PARTIES** fail to settle the dispute amicably, and before any Party may proceed to litigate in court, the Parties shall first resort to an Early Neutral Evaluation in accordance with the Rules on Alternative Dispute Resolution (ADR). Under Republic Act No. 9285 or the Alternative Dispute Resolutions Act of 2004, an Early Neutral Evaluation is defined as ADR process wherein parties and their lawyers are brought together early in pre-trial phase to present summaries of their cases and receive a nonbinding assessment by an experienced, neutral person, with expertise in the subject in the substance of the dispute.

In case of failure to settle differences, the dispute shall be referred to arbitration administered by three (3) accredited arbitrators to be appointed by both Parties in accordance with the Rules on ADR under RA No. 9285 and other relevant rules, regulations, and issuances.

In case of failure to settle differences, the **PARTIES** shall not be precluded from submitting dispute to the appropriate courts in the Philippines. Any cause of action for the enforcement of this Contract or any provision hereto shall be instituted only in the courts of competent jurisdiction, specifically in the Pasig City to the exclusion of other venues.

  
CAPSTONE's Witness


  
ELLA KRISTINA CORONEL  
CAPSTONE

  
JASON V. MEACENE  
DEPED's Witness

  
CILLETTE LIBORO CO  
DEPED



**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:

  
**CILETTE LIBORO CO**  
Assistant Secretary  
DEPED

  
**ELLA KRISTINA CORONEL**  
Authorized Representative  
CAPSTONE-INTEL ISENTIA JOINT  
VENTURE

SIGNED IN THE PRESENCE OF:

  
**JASON V. MERCENE**  
DEPED's Witness 

  
CAPSTONE's Witness


CERTIFIED FUNDS AVAILABLE: ₱ 2,000,000.04

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant

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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines,  
this \_\_\_\_ day of DEC 04 2024 personally appeared:

**NAME**  
  
**GILETTE LIBORO CO**  
Assistant Secretary  
DEPED

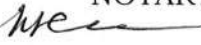
**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)  
DEPED ID  
50-18477

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 seven (7) 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

  
**ATTY. MARY JANE V. FLORES-BALAGTAS**  
Notary Public  
Pasig, Pateros, San Juan  
Valid Until December 31, 2025  
IBP O.R No. 306329/01.28.23/RSM  
PTR O.R. No. AA 285445/01.21.24/ASIG CIT  
ROLL NO. 42280  
MCLE Compliance No. 46-457302/5.28.202  
Valid Until 14 April 2025  
Ground Fl. Armal Centre, U. Velasco Ave  
Pasig City

Doc. No. 375;  
Page No. 16;  
Book No. 9;  
Series of 2024.

REPUBLIC OF THE PHILIPPINES)  
Pasig City, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines,  
this \_\_\_\_\_ day of DEC 04 2024, 2024 personally appeared:

NAME	GOVERNMENT ISSUED ID
<i>eky</i> <b>ELLA KRISTINA CORONEL</b> Authorized Representative CAPSTONE	<i>(Number, Issued On, Issued By)</i>  PASSPORT ID. P8594219D

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 seven (7) 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

*Shane E. Borres*  
**ATTY. SHANE E. BORRES**  
Notary Public for and in the  
Cities of Pasig, San Juan and Pateros  
Until 31, December 2024  
Roll No 78620  
IBP No. 375188; 12.27.23:RSM  
PTR No. 1650457; 01 02.24; Pasig City  
MCLE Compliance No. VIII-0003595  
Valid until April 24, 2028  
Appointment No. 32 (2023-2024)  
TIN 934-883-860-000

Doc. No. 299 ;  
Page No. 61 ;  
Book No. VII ;  
Series of 2024.