



PROJECT: Procurement of Media Monitoring Services (Rebid)
CONTRACT NO.: 2023-PAS2(003)-BI-CB-005a-C016

CONTRACT

THIS CONTRACT made and entered into this 17th day of NOVEMBER 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, (hereinafter referred to as "**DEPED**"); and **ODV CREATIVE MEDIA, INC.**, represented herein by its Business Development Manager, **DENNY V. IMSON**, with office address at Suite 7C, LPL Suites Greenbelt, 112 Legaspi Street, Legaspi Village, Makati City (hereinafter referred to as "**ODV CREATIVE MEDIA**"), as per Omnibus Sworn Statement dated July 4, 2023 (hereto attached as Annex "A").

DEPED and **ODV CREATIVE MEDIA** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the media monitoring services and received a bid from a lone bidder (**ODV CREATIVE MEDIA**); **DEPED** opened, read, and evaluated the bid of **ODV CREATIVE MEDIA** declared **ODV CREATIVE MEDIA** as having the Single Calculated Bid for the project; after evaluation, **DEPED** post-qualified and declared the bid of **ODV CREATIVE MEDIA** as the Single Calculated Responsive Bid in the sum of **PHILIPPINE PESOS TWO MILLION, SIXTY-EIGHT THOUSAND and 00/100 (PhP2,068,000.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Description	Amount (PhP)
Media Monitoring Services	2,068,000.00

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. **2023-PAS2(003)-BI-CB-005a** dated July 18, 2023;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements; and
 - iii. Scope of Work

Handwritten signature
ANGELA DAYOT
 ODV CREATIVE MEDIA's Witness

Handwritten signature
DENNY V. IMSON
 ODV CREATIVE MEDIA

Handwritten signature
Jasod Merene
 DEPED's Witness

Handwritten signature
ATTY. MICHAEL WESLEY T. POA
 DEPED

Handwritten mark


ANGELA DAYOT
ODV CREATIVE MEDIA's Witness


DENNY V. IMSON
ODV CREATIVE MEDIA


Jasmy Mercene
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- c. **ODV CREATIVE MEDIA'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 **ODV CREATIVE MEDIA's** conforme thereto; and
 - f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **ODV CREATIVE MEDIA** 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. **ODV CREATIVE** 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 **ODV CREATIVE MEDIA** is in default of any of its obligations under this Contract. **ODV CREATIVE MEDIA** 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.
4. The services referred to in this Contract shall be rendered by **ODV CREATIVE MEDIA** at PAS 2/F Aguinaldo Bldg., PAS Motorpool Area, DepEd Central Office, DepEd Complex, Meralco Avenue, Pasig City within **TWELVE (12) MONTHS** from the receipt of the Notice to Proceed (NTP). **ODV CREATIVE MEDIA** 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.
5. The services to be rendered by **ODV CREATIVE MEDIA** 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 Scope of Work as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **ODV CREATIVE MEDIA's** submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.
6. In case **ODV CREATIVE MEDIA** encounters condition(s) impeding timely performance of the required services, **ODV CREATIVE MEDIA** 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. **ODV CREATIVE**

MEDIA must provide meritorious ground and sufficient proof to support any request for work suspension and/or contract period extension.

7. The Contract Price shall be paid to **ODV CREATIVE MEDIA** in accordance with the following disbursement procedures:
- a. **ODV CREATIVE MEDIA** 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 **ODV CREATIVE MEDIA**, 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 **ODV CREATIVE MEDIA** within 30 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. **ODV CREATIVE** shall be paid on a monthly basis;
 - ii. Final payment shall consist of the full and final payment of the unpaid services, subject to the submission of the required documents under the Bidding Documents.

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." 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. **ODV CREATIVE MEDIA** 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 **ODV CREATIVE MEDIA**, or collect from any of the securities posted by **ODV CREATIVE MEDIA**, 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.

10. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the

ANGELA DAYOT
ODV CREATIVE MEDIA's Witness

DENNY V. IMSON
ODV CREATIVE MEDIA


Jessy Mercene
DEPED's Witness

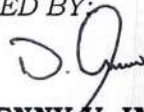
MICHAEL WESLEY T. POA
DEPED

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.

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.

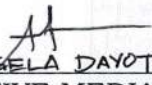
SIGNED, SEALED AND DELIVERED BY:


ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED


DENNY V. IMSON
Business Development Manager
ODV CREATIVE MEDIA

SIGNED IN THE PRESENCE OF:


DEPED's Witness


ANGELA DAYOT
ODV CREATIVE MEDIA's Witness

CERTIFIED FUNDS AVAILABLE: ₱2,068,000.00

 n/8/23
MA. RHUNNAL CATALAN
Chief Accountant



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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY,
Philippines, this NOV 30 2023 day of NOV 30 2023 personally appeared:

NAME	GOVERNMENT ISSUED ID (Number, Issued On, Issued By)
ATTY. MICHAEL WESLEY T. POA Undersecretary and Chief of Staff DEPED	<i>DL N02-08-000162 Exp. 2024/01/08</i>

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

Mirma Cruz-Saruca
MIRMA CRUZ-SARUCA
NOTARY PUBLIC UNTIL 12-31-2024
ROLL NO. **NOTARY PUBLIC**
PTR NO. 0139430 / 01-03-2023 PASIG CITY
IBP NO. 260871 / 01-05-2023
PASIG CITY / IBP Rizal Chapter
MCLE EXEMPT NO. VII-NP003328/04-14-2025

Doc. No. 325;
Page No. 66;
Book No. 270;
Series of 2023.

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for **PASIG CITY**,
Philippines, this ____ day of NOV 30 2023 2023 personally appeared:

NAME	GOVERNMENT ISSUED ID <i>(Number, Issued On, Issued By)</i>
DENNY V. IMSON Authorized Representative ODV CREATIVE MEDIA	<i>Passport No. P535 0818 B / 23 Jul 2020 DFA Manila</i>

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

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MIRMA CRUZ-SARUCA
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PTR NO. 0139430 / 01-03-2023 PASIG CITY
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