



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

DepEd Complex, Meralco Avenue, Pasig City  
Trunk Line (02) 632-13-61, Website



*Roges Mera-DB*  
MARCUS MEDIA'S WITNESS

**PROJECT:** Procurement of Service-Creative Production of Brigada Eskwela (BE) Jingle Audio/Video and Reproduction of BE Jingle in DVD Format

**CONTRACT NO.:** 2019-10-EPS(007)-BV-CB-017- C121

**CONTRACT**

FEB 20 2020

*Arch. Jonard S. Vital*  
ARCH. JONARD S. VITAL  
MARCUS MEDIA

**THIS Contract** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary for Legislative Affairs, **TONISITO M.C. UMALI, Esq.**, as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DEPED**"); and **MARCUS PHOENIX MEDIA PRODUCTION CORP.**, located at B1 L25 Tagaytay Farmhills, Ulat, Silang, Cavite City, Philippines, represented herein by its President, **ARCH. JONARD S. VITAL**, (hereinafter referred to as "**MARCUS MEDIA**");

*Subraun*  
DEPED'S WITNESS

**WHEREAS, DEPED**, through the External Partnerships Service (EPS), issued a Request For Expression Of Interest for the above mentioned project; DEPED called for the submission of bids and a Resolution on Shortlisting No.2019-10-EPS(007)-BV-CB-017 was issued on November 14, 2019;

**WHEREAS**, only **MARCUS MEDIA** submitted eligibility documents and was declared as the only shortlisted bidder; **DEPED** opened, rated and evaluated the bid of **MARCUS MEDIA** and declared it as the single highest rated bid; after evaluation, **DEPED** post-qualified and declared the bid of **MARCUS MEDIA** as the single highest rated responsive bid;

**WHEREAS, DEPED** passed and approved Resolution to Award No. 2019-10-EPS(007)-BV-CB-017 dated December 18, 2019 in favor of **MARCUS MEDIA**, in the sum of **PHILIPPINE PESOS ONE MILLION FIVE HUNDRED THOUSAND and 00/100 (1,500,000.00) ONLY**, (hereinafter called the "**Contract Price**");

**NOW, THEREFORE, PREMISES CONSIDERED**, the parties hereby agree as follows:

1. In this **Contract**, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;

*Tonisito M.C. Umali, Esq.*  
TONISITO M.C. UMALI, Esq.  
DEPED

*[Handwritten mark]*

*POBEX BBS ALDE*  
MARCUS MEDIA's Witness

*[Signature]*  
ARCH. JONARD S. VITAL  
MARCUS MEDIA

*[Signature]*  
DEPED's Witness

*[Signature]*  
TONISITO M.C. UMALI, Esq.  
DEPED

2. The following documents shall be deemed to form, be read and construed as part of this **Contract**:
- a) **MARCUS MEDIA**'s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
  - b) Resolution to Award No. 2019-10-EPS(007)-BV-CB-017 dated December 18, 2019 and its Annexes;
  - c) Notice of Award;
  - d) Terms of Reference;
  - e) General and Special Conditions of the Contract;
  - f) Performance Security;
  - g) Bid Bulletin No. 1 dated October 22, 2019, Bid Bulletin No. 2 dated November 7, 2019, Bid Bulletin No. 3 dated November 15, 2019, Bid Bulletin No. 4 dated December 2, 2019 and Bid Bulletin No. 5 dated December 11, 2019;
3. This contract shall be completed within **ninety (90) calendar days** from the date of receipt of the Notice to Proceed by **MARCUS MEDIA**;
4. **MARCUS MEDIA** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **MARCUS MEDIA** is in default of any of its obligation under this contract. The performance security shall be in force and effect until issuance by **DEPED** of the Certificate of Final Acceptance.

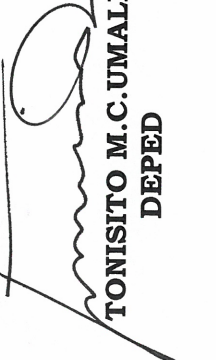
5. **Deliverables**


Activity	Date
Schedule of Delivery of Raw Audio and Video	2 <sup>nd</sup> week of March 2020
Schedule turn-over of Final Production	3 <sup>rd</sup> week of March 2020
Delivery of Final Production	March 30, 2020

6. **Terms of Payment.** 100% of the Contract Price shall be paid to **MARCUS MEDIA** upon completion and turn-over of all deliverables to **DEPED**, subject to the usual and existing government disbursement procedures.
7. **MARCUS MEDIA** will execute the following duties and responsibilities and submit outputs as stated in the Terms of Reference, to wit:

  
ROGEYN DABALDO  
MARCUS MEDIA's Witness

  
ARCH. JONARD S. VITAL  
MARCUS MEDIA

  
TONISITO M.C. UMALI, Esq.  
DEPED

  
DEPED's Witness

- a. Provide a director, music arrangers and other crew staff for the production of the Brigada Eskwela (BE) Jingle, and provide equipment needed for the said production (e.g. video cameras and lighting equipment);
- b. Submit the story outline of the music video and enhanced version of the music track for the approval of **DEPED**;
- c. Coordinate with **DEPED** on all aspect of the production and turn-over the final output including: 1) Hard drive with raw and final footages, 2) Original copy of DCP Format, 3) Tarpaulin Layout, and 4) Poster Layout and Teaser;
- d. Submit all raw footages and materials used for the project; and
- e. Reproduce the final music video: **250 copies in DVD Format (Storage Capacity – 4.7 GB)**; the copyright of the produced music video shall be owned by **DEPED**, and the final music video must be at least three minutes and maximum of five minutes.

8. All deliverables, studies, reports or other materials prepared by **MARCUS MEDIA** for **DEPED** under this Contract shall belong to and remain the exclusive property of **DEPED** and shall not be used for any other purposes other than what is stipulated under this Contract. Immediately upon completion or termination of this Contract, **MARCUS MEDIA** shall return all copies, files, materials, and any other property in its possession that belong or relate to the interest of **DEPED**.

9. In consideration of the **Contract Price** mentioned herein, **MARCUS MEDIA** hereby covenants to provide all of the incidental and additional services as specified in the Terms of Reference, and should be in accordance with the specifications indicated therein or otherwise contemplated by the parties;

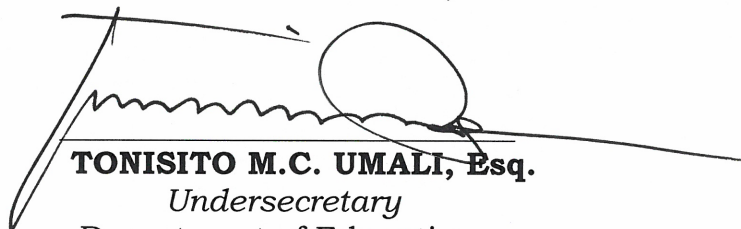
10. If **MARCUS MEDIA** fails to deliver any or all of the Services within the period(s) specified in this Contract, **DEPED** shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule. Once the amount of liquidated damages reaches ten percent (10%) of the total amount of contract, **DEPED** may consider termination of this


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

11. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes arising from the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in accordance with the provisions under Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

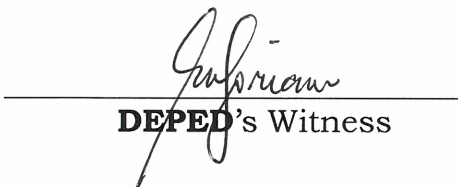
**IN WITNESS WHEREOF** the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

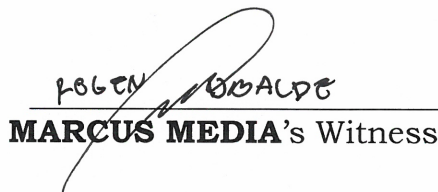
*SIGNED, SEALED AND DELIVERED BY:*

  
**TONISITO M.C. UMALI, Esq.**  
Undersecretary  
Department of Education

  
**ARCH. JONARD S. VITAL**  
President  
Marcus Media

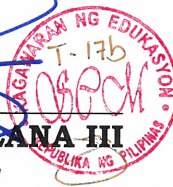
*SIGNED IN THE PRESENCE OF:*

  
**DEPED's Witness**

  
**MARCUS MEDIA's Witness**

*APPROVED BY:*

  
**ATTY. SALVADOR C. MALANA III**  
Assistant Secretary  
Procurement and Administration  
DEPED



CERTIFIED FUNDS AVAILABLE: ₱1,500,000.-

  
**MA. RHUNNAL CATALAN**  
Chief Accountant

ROGER DEACDE  
MARCUS MEDIA's Witness

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

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for QUEZON CITY,  
Philippines, this 28 FEB 2020 day of \_\_\_\_\_ 2020 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)

**TONISITO M.C. UMALI, Esq.**  
*Undersecretary*  
**DEPED**

**ARCH. JONARD S. VITAL**  
*President*  
**MARCUS MEDIA**

26883, 6/27/2011, PRC

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 five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

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

Doc. No. 392;  
Page No. 79;  
Book No. U;  
Series of 2020.

*Yolanda A. Osea Alfonso*  
**ATTY. YOLANDA A. OSEA ALFONSO**  
Notary Public for Quezon City  
**NOTARY PUBLIC**  
PTR No. 9342789701/03/20/0C  
IBP No. 231841 / Roll No. 17738  
MCLE Compliance No. VI-001263 / 01/22/2019  
Adm. Matter No. NP-203-RTC-QC(2020)

*Arch. Jonard S. Vital*  
**ARCH. JONARD S. VITAL**  
**MARCUS MEDIA**

*Deped's Witness*  
**DEPED's Witness**

*Tonisito M.C. Umali, Esq.*  
**TONISITO M.C. UMALI, Esq.**  
**DEPED**