

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made this NOV 08 2018 2018 in Taguig City, by and between:

The **NATIONAL NUTRITION COUNCIL**, an agency attached to the Department of Health, with office address at Nutrition Building, 2332 Chino Roces Avenue Extension, Taguig City, represented herein by its Executive Director, **Assistant Secretary of Health MARIA-BERNARDITA T. FLORES, CESO II**, herein referred to as "NNC"; and

The **INTEGRATIVE COMPETITIVE INTELLIGENCE ASIA, INC.** a non-stock, non-profit corporation duly registered with the Securities and Exchange Commission with office address at Unit 3301 One Corporate Centre, Julia Vargas cor. Meralco Avenue, Ortigas Center, Pasig City represented herein by its Vice President for Research and Operations, **MARIONE C. BRIONES** herein referred to as "ICI-ASIA".

WITNESSETH

WHEREAS, the NNC is tasked to administer the Barangay Nutrition Scholars Program as provided under Presidential Decree 1569;

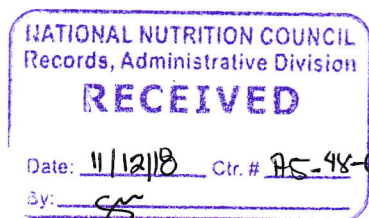
WHEREAS, the NNC intends to develop a training regulation on Barangay Nutrition Services for Barangay Nutrition Scholars to contribute to improved quality of nutrition services in the community as provided in the Terms of Reference hereto referred as Annex 1;

WHEREAS, the NNC intends to hire the services of a consultancy group for the development and approval of the training regulation considering the limited personnel of NNC;

WHEREAS, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 012-2018 hereto attached as Annex 2 which is an integral part of this contract, recommended the hiring of **ICI-ASIA** after public bidding to undertake the project;

WHEREAS, **ICI-ASIA**, expressed its interest to undertake the project;

NOW THEREFORE, for and in consideration of the foregoing premises hereinafter stipulated, the parties have agreed as follows:



MARIA-BERNARDITA T. FLORES, CESO II
Assistant Secretary of Health/Executive Director IV

1. ROLES AND RESPONSIBILITIES

A. Integrative Competitive Intelligence Asia, Inc.

The ICI-ASIA shall:

- a. perform the tasks required for the project: "Development of Training Regulation on Barangay Nutrition Services for Barangay Nutrition Scholars" as indicated in the Terms of Reference; and
- b. perform other tasks such as data gathering through key informant interviews to serve as inputs for the project as identified in its technical proposal.

B. National Nutrition Council

The NNC shall:

- a. perform the functions as per Terms of Reference;
- b. provide additional references including soft copy of the Trainer's Manual on Basic Course for BNSs, available profile of BNSs in the country and other relevant information;
- c. Endorse ICI-ASIA to stakeholders for conduct of key informant interviews and pre-testing; and
- d. process payment to the contractor upon receipt of the required deliverables.

2. PROJECT COST and TERMS OF PAYMENT

The total project cost is **Php1,998,640** charged against the 3101000100004000 funds of NNC, subject to the usual government accounting and auditing rules and regulations.

The contractor shall be paid upon submission of required deliverables for each of the following tranches of payment:

Schedule of Payment	Amount (Php)
First payment (15%) – upon submission of billing statement and approved inception report	299,796
Second payment (30%) – upon submission of billing statement, draft competency-based curriculum and project status report	599,592
Third payment (25%) – upon submission of billing statement, draft training regulation and project status report	499,660

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Schedule of Payment	Amount (Php)
Fourth payment (15%) – upon submission of billing statement, revised training regulation and documentation report of consultation meetings, pre-testing and national validation	299,796
Fifth payment (15%) – upon submission of billing statement and final prototypes of training regulation, project completion report and audited financial report	299,796
TOTAL	1,998,640

3. RELATED DOCUMENTS

The following documents shall form part and are incorporated in this Contract:

- a. Technical proposal;
- b. Request for Expression of Interest; and
- c. Purchase Request.

In the event that any provision of this Contract is inconsistent with any of the aforesaid documents, the provision in this Contract shall prevail. Further, the hierarchy of the enumerated documents shall be in accordance with the order they were enumerated.

4. DURATION AND EFFECTIVITY

This Contract shall take effect upon the issuance of the Notice to Proceed by the NNC and shall remain in force for a period of one year, unless otherwise modified or amended by mutual written consent of parties concerned. Provisions of this Contract may be modified, altered, supplemented or amended subject to the mutual written agreement of both parties which can be in a form of letters of conforme.

5. OWNERSHIP

All soft and hard copies of documents, reports, tools and materials developed and submitted by **ICI-ASIA** shall be the property of the **NNC**. **ICI-ASIA** will not have any rights to copy, retain, reproduce, or use the documents, reports, tools and materials without written approval of the **NNC**. The report shall be confidential unless otherwise stated by the **NNC**.

6. NO EMPLOYER-EMPLOYEE RELATIONSHIP

Nothing in this Contract shall be construed as creating an employer-employee relationship between the **NNC** and **ICI-ASIA**, its sub-contractors, employees, agents or workers.

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7. PENALTY

This Contract shall be implemented as agreed upon in accordance with the terms and conditions stipulated herein. Failure on the part of **ICI-ASIA** to comply with the provisions of this Contract shall be cause for the imposition of appropriate penalties and/or the contract's termination.

A penalty of one tenth of one per cent of the undelivered amount of the total project cost will be deducted from the final payment for every day of delay in the implementation of the project for causes attributable to **ICI-ASIA**.

However, in the event where work is delayed due to delays in the approval of the documents by **NNC** or other reasons beyond the control of **ICI-ASIA**, both parties shall mutually concur and agree in writing on a revised schedule or workplan.

In the case of termination of the Contract prior to its expiration for causes attributable to **ICI-ASIA**, the **NNC** has the right to confiscate its performance security. **NNC** will also recommend **ICI-ASIA** for blacklisting and shall be paid on a *quantum meruit* basis.

8. VENUE


In case of disputes arising from the interpretation or implementation of this Contract, the courts of Taguig City shall have exclusive jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and at the place first abovementioned.

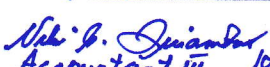
**INTEGRATIVE COMPETITIVE AND
INTELLIGENCE ASIA, INC.**


MARIONE C. BRIONES
Vice President, Research and Operations

NATIONAL NUTRITION COUNCIL


MARIA-BERNARDITA T. FLORES, CESO II
Assistant Secretary of Health and
Executive Director IV

SIGNED IN THE PRESENCE OF:

CERTIFIED FUNDS AVAILABLE	
ORS No	: 02-101101-2018-10-1849
ORS Date	: 10-25-18
Amount	: 1,998,640.
 Accountant III 10/26/18	


ROSSANA S. QUILLOPE
Chief, Financial and Management Division

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
City of PASIG CITY) S.S.

BEFORE ME, Notary Public for an in this jurisdiction, NOV 08 2018 day of
PASIG CITY, in PASIG CITY, Philippines, personally appeared:

MARIONE C. BRIONES

MARIA-BERNARDITA T. FLORES

GSIS ID NO: CRN 006-0100-4193-0

Both known to me to be the persons who executed the foregoing instrument and they acknowledged to me that the same is the lawful and official act and deed and that they are duly authorized to sign the same.

This contract consisting of 13 pages including this page on which this acknowledgement is written, have been signed by the parties and their witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand on the day, year and place first-above-written and affixed with my notarial seal.

Doc. No. 142
Page No. 33
Book No. 95
Series of 2018

FERDINAND D. AYAHAO
NOTARY PUBLIC
Until December 31, 2019
Appointment No. 106(2018-2019)
For Pasig City, Pateros and San Juan City
Attorney's Roll No. 46377
IBP Lifetime Member No. 02459
MCLE No. V-0019276; 04-13-16
PTR No. 3723697; 01-08-18; Pasig City
4F Goldloop Tower A, Jose Ma. Escriva Drive
Ortigas Center, Pasig City

MARIA-BERNARDITA T. FLORES, CESO II
Assistant Secretary of Health/Executive Director IV