

## CONTRACT

### KNOW BY ALL MEN BY THESE PRESENTS:

This Contract made this \_\_\_\_\_ day of DEC 07 2016 2016 in QUEZON 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 IV, **ASSISTANT SECRETARY OF HEALTH MARIA-BERNARDITA T. FLORES, CESO II** herein referred to as "NNC";

and

The **MQ MEDIAZONE PRODUCTIONS**, a PR, advertising and media production agency with office address at Unit 510 Tower C, The M Place @ South Triangle, Mother Ignacia Ave., Brgy. South Triangle, Quezon City, represented herein by its Managing Director, **MA. ENCARNACION V. QUADRA**, herein referred to as "**MQ MEDIAZONE**."

### WITNESSETH

**WHEREAS**, the NNC established the Nutriskwela Community Radio Network Program in 2008 composed of 35 community radio stations to promote good nutrition in areas with high malnutrition rates and with limited access to commercial radio which is the most available form of mass communication in the country;

**WHEREAS**, NNC deemed it necessary to establish additional 10 radio stations in selected areas and to continue to provide assistance including upgrading and trainings to its partner local government units (LGUs) and state universities and colleges (SUCs) that manage the operations of the community radio station in order to sustain the community radio stations as part of the Nutriskwela Program;

**WHEREAS**, given the very technical nature of community radio operations and the very limited knowledge and skills of NNC staff in radio operations and broadcasting which the project requires, the NNC shall tap the services of an expert consultancy group;

**WHEREAS**, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. \_\_\_\_\_ hereto attached as Annex 1 which is an integral part of this contract, recommended, after a public bidding, the hiring of MQ MEDIAZONE as consultancy group for the establishment of 10 new radio stations, upgrading of existing 10 radio stations and conduct of two national conferences as part of the Nutriskwela Program Phase 5;



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

1. The **MQ MEDIAZONE** shall perform the roles and responsibilities as identified in the Terms of Reference for the hiring of consultancy services for the Nutriskwela Community Radio Network Program Phase 5 hereto attached as Annex 2. In addition to the Terms of Reference Section VI.D.22, MQ MEDIAZONE to conduct quarterly regular maintenance of the NNC broadcast hub; and to create and maintain facebook account of Nutriskwela Community Radio Network Program within the duration of the project implementation.
2. The **NATIONAL NUTRITION COUNCIL** shall likewise perform the roles and responsibilities identified in the Terms of Reference for this project (Annex 2).
3. Terms of Payment

The total project cost is Php 27,950,400 (inclusive of VAT), chargeable against A.III.d funds of the NNC through a letter of credit upon submission of deliverables. The schedule of payment shall be as follows, subject to the usual government accounting and auditing rules and regulations:

Payment scheme	Deliverable/s required for payment	Amount (Php)
First payment (15%)	Approved plan of work	4,192,560
Second payment (10%)	1) first status report that will include all the activities conducted, period covered, agreements and updates; 2) list of winners of the Nutriskwela awards during the 7 <sup>th</sup> National Nutriskwela Community Radio Network National Conference; 3) documentation report of the 7 <sup>th</sup> Nutriskwela national conference; and 4) amended memorandum of agreement for the first 5 community radio stations approved for upgrade	2,795,040
Third payment (12.5%)	1) second status report that will include all the activities conducted, period covered, agreements and updates; 2) approved training syllabus; 3) memorandum of agreement from 5 new Nutriskwela SUCs/LGUs partners; 4) copy of compilation of broadcast materials; and 5) amended memorandum of agreement for the next 5 community radio stations approved for upgrade	3,493,800

*Maria Bernadita T. Flores*  
MARIA BERNARDITA T. FLORES, CESO II  
Assistant Secretary of Health/Executive Director IV



Payment scheme	Deliverable/s required for payment	Amount (Php)
	d. certification from partner SUC/LGU that the equipment provided were in good condition and were operational; e. updated Nutriskwela webpage f. report of technical assistance provided to the community radio stations 2) other deliverables as identified in item VI.D.23 of the TOR	
Total		27,950,400

4. Penalty Clause

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

A penalty of 1/10 of 1% of the project cost will be deducted from the final payment for every day of delay in the implementation of the project for causes attributable to MQ MEDIAZONE after the expiration of the contract. However, in the event where work is delayed due to reasons beyond the control of MQ MEDIAZONE, both parties shall mutually concur and agree in writing on a revised implementation schedule or plan of work.

In the case of termination of the contract prior to the expiration of the said contract due to causes attributable to MQ MEDIAZONE, the NNC has the right to confiscate the performance security. NNC will also recommend the contractor for blacklisting and shall be paid on a *quantum meruit* basis.

5. Duration and effectivity

This contract shall take effect upon the issuance of Notice to Proceed by the NNC and shall remain in force for a period of one year, unless otherwise modified or amended by mutual 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 the form of letter/s of conforme.

6. 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. However, all claims and disputes relating to or arising out of this contract shall as much as possible, be settled amicably by the parties before resorting to any legal action.

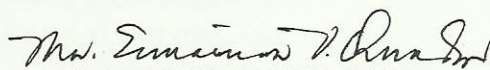
7. Miscellaneous provisions

In the event that situations arise that render this Contract disadvantageous to the NNC, the parties hereto agree to immediately re-negotiate the terms of the Contract.

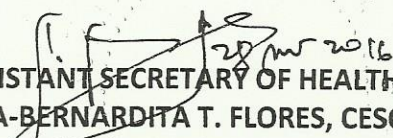
This Contract may be executed in any number of counterparts, such as through letters of conforme, and shall all together be considered as part of the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract, this \_\_\_\_ of \_\_\_\_\_ 2015 at \_\_\_\_\_, Philippines.

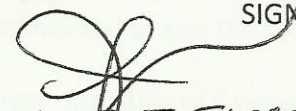
**MQ MEDIAZONE PRODUCTIONS**

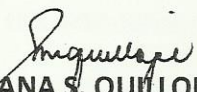
  
**MA. ENCARNACION V. QUADRA**  
Managing Director

**NATIONAL NUTRITION COUNCIL**

  
**ASSISTANT SECRETARY OF HEALTH**  
**MARIA-BERNARDITA T. FLORES, CESO II**  
Executive Director IV

SIGNED IN THE PRESENCE OF:

  
**FRANCISCO J. FLORES**  
**BUSINESS DEVELOPMENT Division**  
Designation

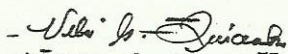
  
**ROSSANA S. QUILLOPE**  
Chief, Financial and Management Division

CERTIFIED AS TO AVAILABILITY  
OF FUNDS PURSUANT TO LOI 962  
IN THE AMOUNT OF ₱ 27,950,400.  
ROA NO. 02-101101-2016-11-1685

National Nutrition Council  
Office of the Executive Director

**RECEIVED**

Date/Time 11.28.16  
By JV 437 PM OF 378-3

  
**VILMA G. QUIRINO**  
Accountant III 11/28/16