

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made this _____ 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 **ASIAN SOCIAL PROJECT SERVICES, INC.** a private stock and for profit corporation duly registered with the Securities and Exchange Commission with office address at 3rd Floor MG Building 10001 Mt. Halcon St., Los Baños Subdivision, Batong Malake, Los Baños, Laguna represented herein by its President, **MERLYNE M. PAUNLAGUI, Ph.D.** herein referred to as "ASPSI".

WITNESSETH

WHEREAS, the NNC intends to develop an online course on local nutrition program management for local nutrition workers as an alternative mode of capacity building 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 of the online course considering personnel and technical expertise limitations of NNC;

WHEREAS, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 017-2018 hereto attached as **Annex 2** which is an integral part of this contract, recommended the hiring of **ASPSI** after public bidding to undertake the project;

WHEREAS, **ASPSI**, 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:

1. ROLES AND RESPONSIBILITIES

A. ASIAN SOCIAL PROJECT SERVICES, INC.

The **ASPSI** shall:

- a. perform the tasks required for the project: "Development of E-Learning Course on Local Nutrition Program Management for Local Nutrition Workers" as provided in the Terms of Reference (Annex 1); and
- b. conduct capacity needs assessment of NNC staff and potential users as identified in its technical proposal.

B. National Nutrition Council

The NNC shall:

- a. perform the functions as per Terms of Reference;
- b. endorse ASPSI to stakeholders for conduct of capacity needs assessment and pre-testing; and
- c. process payment to the contractor upon receipt of the required deliverables.

2. PROJECT COST and TERMS OF PAYMENT

The total project cost is **Php4,487,560** 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/workplan	673,134
Second payment (15%) – upon submission of billing statement, brief discussion on the capacity needs assessment of NNC and potential users, and draft course blue print	673,134
Third payment (20%) – upon submission of billing statement and pre-testing report	897,512
Fourth payment (20%) – upon submission of billing statement, upload of e-learning course and distribution of USB version	897,512
Fifth payment (20%) – upon submission of billing statement and conduct of three-month run of the course	897,512
Sixth and final payment (10%) – upon receipt of billing statement and final e-learning modules, project completion report and audited financial report	448,756
TOTAL	4,487,560

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

3. **RELATED DOCUMENTS**

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

- a. Annex 1 – Terms of Reference
- b. Annex 2 – BAC Resolution No. 017-2018
- c. Technical proposal;
- d. Request for Expression of Interest; and
- e. 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 **ASPSI** shall be the property of the **NNC**. **ASPSI** 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 **ASPSI**, its sub-contractors, employees, agents or workers.

7. **PENALTY**

This contract shall be implemented as agreed upon in accordance with the terms and conditions stipulated herein. Failure on the part of **ASPSI** 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

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

the implementation of the project for causes attributable to **ASPSI**. 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 **ASPSI**, 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 **ASPSI**, the **NNC** has the right to confiscate its performance security. **NNC** will also recommend **ASPSI** for blacklisting and shall be paid on a *quantum meruit* basis.

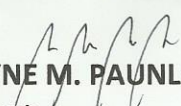
8. VENUE

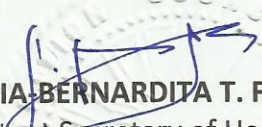

In case of disputes arising from the interpretation or implementation of this contract, the courts of Taguig City shall have exclusive jurisdiction to the exclusion of all other courts.

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

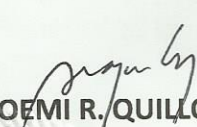
ASIAN SOCIAL PROJECT SERVICES, INC.

NATIONAL NUTRITION COUNCIL


MERLYNE M. PAUNLAGUI, Ph.D.
President


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

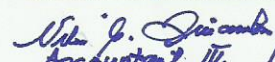
SIGNED IN THE PRESENCE OF:


NOEMI R. QUILLOPE
Operations Manager


ROSSANA S. QUILLOPE
Chief, Financial and Management Division

CERTIFIED FUNDS AVAILABLE

ORS No : 02-101101-2018-12-2326
ORS Date : 12-27-18
Amount : 4,487,560.

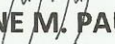

Accountant III 12/27/18

ACKNOWLEDGEMENT

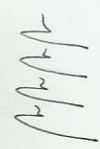
REPUBLIC OF THE PHILIPPINES

City of TAGUIG CITY) S.S.

BEFORE ME, Notary Public for an in this jurisdiction, this _____ day of
DEC 28 2018, in TAGUIG CITY, Philippines, personally appeared:


MERLYNE M. PAUNLAGUI
Senior Citizen ID No.: 12203

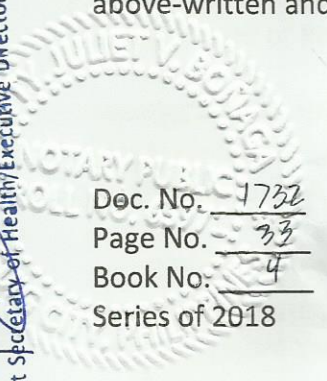
MARIA-BERNARDITA T. FLORES
GSIS ID NO: CRN 006-0100-4193-0

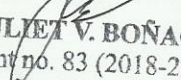

Both known to me to be the persons who executed the foregoing instrument and they acknowledged to me that the same is the lawful and official act and deed and that they are duly authorized to sign the same.

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.


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


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Book No. 4
Series of 2018


ATTY. JULIET V. BOÑAGA
Appointment no. 83 (2018-2019)
Notary Public for and in Taguig City
Until December 31, 2019
2nd Floor Tacad Bldg., Gate 3, Fort Bonifacio, Taguig City
Roll No. 65971/6-21-2016
BP Life Member Roll No. 018113, 10-12-2017
PTR MKT 6647105