

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made this _____ 2017 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 IV, **ASSISTANT SECRETARY OF HEALTH MARIA-BERNARDITA T. FLORES**, CESO II, herein referred to as "**NNC**"; and

The **INTEGRATIVE COMPETITIVE INTELLIGENCE ASIA, INC.**, a competitive strategy consultancy firm with office address at Unit 3301 One Corporate Center, Julia Vargas corner Meralco Avenue, Ortigas Center, Pasig City, represented herein by its Vice President for Research and Operations, **MARIONE CALLO-BRIONES**, herein referred to as "**ICI-ASIA**".

WITNESSETH

WHEREAS, one of the key program strategies of the Early Childhood Care and Development for the First 1000 Days Program is the use of mass media to complement local promotion and interpersonal communication at the community level;

WHEREAS, the NNC intends to hire the services of a consultancy group to produce nutrition plugs and provide strategic media placements for the promotion of positive behaviours along ECCD including maternal and child care, nutrition, psychosocial stimulation, and early learning;

WHEREAS, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 019-2017 hereto attached as Annex 1 which is an integral part of this Contract, recommended the hiring of **ICI-ASIA** through public bidding to manage the production and airing of nutrition messages on ECCD F1K Program;

WHEREAS, **ICI-ASIA** has signified its willingness to support the NNC in the production and airing of ECCD-related nutrition messages;

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

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

1. **ICI-ASIA** shall perform the tasks required for the management of the production and airing of nutrition messages on ECCD F1K Program as indicated in the Terms of Reference (TOR) hereto attached as Annex 2 and is made an integral part of this contract.
2. In addition to the tasks indicated in the TOR, **ICI-ASIA** shall perform the following:
 - a. Conduct an assessment of ECCD F1K Program media placements and conduct supplemental research for the content to be used in the project;
 - b. Include a social media component to the campaign and air through Facebook with the goal of creating a viral content prior to launching the TV and radio plugs;
 - c. Publish a longer version of the TV plug for online target audience and provide NNC with soft copy of the plug; and
 - d. In case of additional tasks not covered in the TOR, ICI-ASIA upon agreement of NNC, can reallocate a portion of the budget from the existing line items in the financial proposal to fund said additional tasks.
3. The **NATIONAL NUTRITION COUNCIL** shall review the proposal and outputs of **ICI-ASIA** as per Terms of Reference of the project referred to as Annex 2. In addition, the NNC shall provide ICI-ASIA with the following:
 - a. ECCD-related media placements;
 - b. Relevant data and statistics as bases for baseline data for the research-based approach; and,
 - c. Monitored access to NNC's social media accounts such as Facebook, Twitter, Instagram and YouTube, etc. as platform for release of the long version of TV plug.
4. **Timetable**

The project will be implemented within a period of four (4) months from the date of the issuance of the Notice to Proceed.

5. **Project Cost**

The total project cost is **FIFTEEN MILLION NINE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED SIXTY PESOS (Php15,994,160.00)** inclusive of VAT, chargeable against Locally-Funded Project for the ECCD Program component of the NNC funds, subject to the usual government accounting and auditing rules and regulations. The NNC shall not cover additional expenses incurred in the execution of the project.

6. **Terms of Payment**

ICI-ASIA shall be paid through domestic letter of credit (LC) upon presentation of certificate of acceptance from the NNC which shall be based upon submission of required deliverables for each of the following tranches of payment:

Schedule of Payment	Amount (Php)
First payment (10%) – upon receipt of approved inception report	1,599,416
Second payment (60%) – upon receipt of approved broadcast schedule and buying schedule with pay-before-broadcast scheme	9,596,496
Third payment (10%) – upon receipt of approved final TV and radio plugs including translated radio plugs	1,599,416
Fourth payment (15%) – upon receipt of Certificates of Performance and CD-on-air for 1 month of actual airing of TV and radio plugs	2,399,124
Fifth payment (5%) – upon receipt of project completion report and audited financial report within one month from the date of last airing	799,708
TOTAL	15,994,160

7. **Ownership**

The NNC shall have exclusive ownership of the materials developed by ICI-ASIA under this project.

8. **Related Documents**

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

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

- a. Terms of Reference;
- b. Request for Expression of Interest; and
- c. Purchase Request

In the event that any provision of this Contract is found 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.

9. **Penalty Clause**

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 requirements shall be cause for imposition of appropriate penalties and/or termination of contract.

A penalty of 1/10 of 1% of the total project cost will be deducted from the final payment for each 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 materials 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 work plan.

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

10. **Duration and effectivity**

This contract shall take effect upon the issuance of the Notice to Proceed 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.

11. **Termination**

Pursuant to the provisions of RA 9184 and its IRR, this Contract may be terminated. **ICI-ASIA** may request for reconsideration within fifteen (15) days from the receipt of the Termination on the ground that it has already addressed the specific concern/s of NNC in writing.

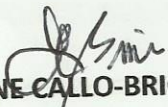
MARIA BERNARDITA T. FLORES, CESO II
Assistant Secretary of Health/Executive Director IV

12. Venue

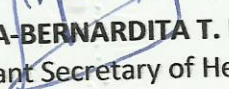
In case of disputes arising from the interpretation or implementation of this Contract, the courts of Taguig City shall have exclusive jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties hereto have signed this contract this _____ day of _____ at _____, Philippines.


INTEGRATIVE COMPETITIVE INTELLIGENCE
ASIA, INC.

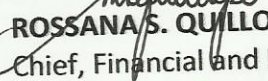

MARIONE CALLO-BRIONES
Vice President, Research and Operations

NATIONAL NUTRITION COUNCIL



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

SIGNED IN THE PRESENCE OF:


MICHELLE G. LUCIANO
Accounting Manager


ROSSANA S. QUILLOPE
Chief, Financial and Management Division

CERTIFIED AS TO AVAILABILITY
OF FUNDS PURSUANT TO L01 08.
IN THE AMOUNT OF ₱ 15,994,160.
ROA NO. 02-101101-2017-12-2119


Vilma G. Quimbar
Accountant III 12/20/17

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

City of MAKATI CITY) S.S.

BEFORE ME, Notary Public for and in this jurisdiction, the DEC 27 2017 2017, in MAKATI CITY, Philippines, personally appeared:

MARIONE CALLO-BRIONES
PASSPORT ID NO: EC0689068

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 ____ () 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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Page No. 79
Book No. 224
Series of 2017

ATTY. VIRGINIO R. BATALLA
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. M-88
UNTIL DEC 31, 2018
ROLL OF ATTY. NO. 48348
MCLE COMPLIANCE NO. IV-0016333-4/10/13
I.B.P. O.R. No. 706762, LIFETIME MEMBER JAN. 29, 2007
PTR No. 590-90-82 JAN. 3, 2017
EXECUTIVE BLDG. CENTER
MAKATI AVE. COR., JUPITER ST. MAKATI CITY