

## CONTRACT

### KNOW ALL MEN BY THESE PRESENTS:

This Contract made this NOV 07 2017 2017 in Taguig City, by and between:

The **NATIONAL NUTRITION COUNCIL**, a government 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

**MARCUS PHOENIX MEDIA PRODUCTIONS CORP.**, a production and event management company with office address at Tagaytay Farmhills, Ulat, Silang, Cavite, represented herein by its Creative Producer/President, **ARCHITECT JONARD S. VITAL**, herein referred to as "**MARCUS PHOENIX**".

### WITNESSETH

**WHEREAS**, the NNC will conduct the Nutrition School-on-the-Air (NSOA) on the 10 Kumainments to increase public awareness and encourage adoption of key nutrition behaviors and for this purpose, will hire the services of a consultancy group to produce and air the NSOA;

**WHEREAS**, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 015-2017 hereto attached as Annex 1 which is an integral part of this contract, recommended after public bidding the hiring of **MARCUS PHOENIX** to conduct the NSOA;

**WHEREAS**, **MARCUS PHOENIX** has signified its willingness to support the NNC in its conduct of the NSOA;

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

#### 1. Roles and Responsibilities:

- a. **MARCUS PHOENIX** shall perform the production and management for the airing of the NSOA on the 10 Kumainments as provided in the Terms of Reference hereto attached as Annex 2 and is made integral to this contract.
- b. The **NATIONAL NUTRITION COUNCIL** shall:
  1. perform the functions as per Terms of Reference (Annex 2); and

2. process payment to the contractor upon receipt of the required deliverables.

2. **Project Cost**

The total project cost is **NINE MILLION NINE HUNDRED NINETY-FIVE THOUSAND PESOS (Php9,995,000.00)** inclusive of VAT, chargeable against A.III.d funds of NNC, subject to existing government accounting and auditing rules and regulations.

3. **Terms of payment**

**MARCUS PHOENIX** shall be paid through domestic letter of credit (LC) upon presentation of certificate of acceptance from NNC which shall be released upon submission of required deliverables for each of the following tranches of payment:

Schedule of Payment	Amount (Php)
First payment (10%) – upon submission of approved proposal for the NSOA, approved script for the announcement plugs, contract with radio station, and billing statement	999,500
Second payment (20%) – upon submission of approved jingle, Certificates of Performance and CD-on-air of Sessions 1-6, list of enrollees, weekly updates, and billing statement	1,999,000
Third payment (20%) – upon submission of Certificates of Performance and CD-on-air of Sessions 7-9, weekly updates, and billing statement	1,999,000
Fourth payment (20%) – upon submission of Certificates of Performance and CD-on-air of Sessions 10-13, weekly updates, and billing statement	1,999,000
Fifth payment (20%) – upon submission of Certificates of Performance and CD-on-air of Session 14, weekly updates, list of graduates, plans for graduation, script for post-announcement plugs, prototype of collaterals, and billing statement	1,999,000
Sixth and Final payment (10%) – upon submission of Certificates of Performance and CD-on-air of post-announcement plugs, photo and video documentation, project completion report, audited financial report, proof of delivery of certificates to graduates who did not attend the graduation, and billing statement within two weeks from the date of the last graduation rites.	999,500
<b>TOTAL</b>	<b>9,995,000</b>

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

4. **Ownership**

NNC shall have sole ownership of all deliverables of the contractor including the announcement plugs, post-NSOA plugs, and the four versions of the 10 Kumainments NSOA jingle.

5. **Related Documents.** The following documents shall form part and are incorporated in this Contract:

- a. Terms of Reference (Annex 2);
- b. Request for Expression of Interest (Annex 3); and
- c. Purchase Request (Annex 4)

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 these were enumerated.

6. **Penalty Clause**

This contract shall be implemented as agreed upon in accordance with the terms and conditions stipulated herein. Failure on the part of **MARCUS PHOENIX** 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 percent 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 **MARCUS PHOENIX**. However, in the event where work is delayed due to delays in the approval of the materials by NNC or other reasons beyond the control of **MARCUS PHOENIX**, 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 **MARCUS PHOENIX**, the NNC has the right to confiscate its performance security. NNC will also recommend **MARCUS PHOENIX** for blacklisting and shall be paid on a *quantum meruit* basis.

7. **Duration and Effectivity**

This Contract shall take effect on the date of the issuance of Notice to Proceed by the NNC to **MARCUS PHOENIX** and shall remain in force for a period of 1 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.

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

8. **Termination**

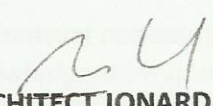
This Contract may be terminated pursuant to the provisions of RA 9184 and its IRR.

9. **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  
**NOV 07 2017** 2017 at **QUEZON CITY**, Philippines.


**MARCUS PHOENIX MEDIA  
PRODUCTIONS CORP.**


  
**ARCHITECT JONARD S. VITAL**  
Creative Producer/President

**NATIONAL NUTRITION COUNCIL**

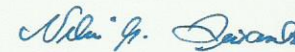
  
**ASSISTANT SECRETARY OF HEALTH  
MARIA-BERNARDITA T. FLORES, CESO II**  
Executive Director IV

SIGNED IN THE PRESENCE OF:

  
**CATHERINE U. VITAL**  
Creative Director, Marcus Phoenix  
Media Productions Corp.

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

CERTIFIED AS TO AVAILABILITY  
OF FUNDS PURSUANT TO LOI 942  
IN THE AMOUNT OF ₱ 9,995,000.  
ROA NO. 02-101101-2017-10-1773

  
**Vilma E. Quiambon**  
Accountant III

10/25/17

National Nutrition Council  
Office of the Executive Director

**RECEIVED**

Date/Time 10/25/17 2:45 pm  
By llb 234-5 AFS

ACKNOWLEDGMENT

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

BEFORE ME, Notary Public for and in this jurisdiction, the NOV 07 2017 2017, in  
QUEZON CITY, Philippines, personally appeared:

JONARD S. VITAL  
ID No. PRC 0026883

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.

Doc. No. 143  
Page No. 39  
Book No. XVI  
Series of 2017

*Florimond C. Rous*  
ATTY. FLORIMOND C. ROUS  
Notary Public for Quezon City  
Until December 31, 2017  
PTR No. 0003103 / 01-3-17 / Q.C.  
IBP LIFETIME NO. 00315  
ROLL NO. 25769 / TIM. 142-154-935  
MCLE 5 Comp-00001549; 1-22-2014  
Adm Matter No.156 / RTC-QC / 2016

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