

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made this DEC 29 2017 2017 in Los Baños, Laguna 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 **UNIVERSITY OF THE PHILIPPINES LOS BAÑOS FOUNDATION, INC.** a non-stock, non-profit corporation duly registered with the Securities and Exchange Commission with office address at UPLBFI Bldg., A. Aglibut Avenue, University of the Philippines Los Baños, College, Laguna represented herein by its Executive Director **DR. CASIANO S. ABRIGO, JR.** herein referred to as "UPLBFI".

WITNESSETH

WHEREAS, the NNC was given oversight function to lead and coordinate the implementation of the Promote Good Nutrition (PGN) component of the Accelerated Hunger-Mitigation Program (AHMP) in 2007 which included a training component;

WHEREAS, considering the trainings were a major component of the PGN program that was provided with substantive resources, the NNC intends to hire the services of a consultancy group to conduct the Summative Evaluation of the Training on the Promote Good Nutrition Program;

WHEREAS, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 018-2017 hereto attached as Annex 1 which is an integral part of this contract, recommended the hiring of **UPLBFI** after public bidding to undertake the project;

WHEREAS, **UPLBFI**, 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. The **UPLB FOUNDATION, INC.** shall perform the tasks required for the Summative Evaluation of the Training on the Promote Good Nutrition Program as indicated in the Terms of Reference hereto attached as Annex 2 and is made an integral part of this contract.

2. **NATIONAL NUTRITION COUNCIL** shall:

- a. perform the functions as per Terms of Reference (Annex 2); and
- b. process payment to the contractor upon receipt of the required deliverables.

3. **PROJECT COST and TERMS OF PAYMENT**

The total project cost is Php999,983.00, charged against the A.III.d funds of NNC, subject to usual government accounting and auditing rules and regulations.

The consultant shall be paid through domestic letter of credit (LC), upon presentation of certificate of acceptance from NNC which shall be based upon submission of required deliverables for each tranche of payment as follows:

Terms	Amount (Php)
First payment (15%) – upon submission of billing statement and approved Inception Report within 2 weeks from issuance of Notice to Proceed	149,997.45
Second payment (40%) – upon submission of billing statement and approved evaluation protocol for data collection	399,993.20
Third payment (30%) – upon submission of billing statement and first draft of the report	299,994.90
Fourth and final payment (15%) – upon submission of billing statement, final report, audited financial report; submission of evaluation tools, data sets, transcripts of interviews and FGDs and other deliverables within one month from approval/ acceptance of final report	149,997.45
TOTAL	999,983.00

4. **TIMETABLE OF ACTIVITIES**

The consultant shall be guided by the timeline below:

Activity	Month						
	1	2	3	4	5	6	7
1. Coordination meetings with NNC	x		x		x		x
2. Submission and finalization of Inception Report	x						
3. Development of evaluation protocol	x	x					
4. Review of Literature/Data collection		x	x	x			

Activity	Month						
	1	2	3	4	5	6	7
5. Results/Data analysis				x	x		
6. Presentation to NNC Secretariat and Technical Committee; revision and finalization of evaluation results					x	x	
7. Preparation and submission of final deliverables							x

5. RELATED DOCUMENTS -

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

- Terms of Reference;
- Request for Expression of Interest; and
- 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.

6. 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.

7. OWNERSHIP

All soft and hard copies of documents, reports, tools and materials developed and submitted by UPLBFI shall be the property of the NNC. The consultant 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.

8. NO EMPLOYER-EMPLOYEE RELATIONSHIP

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




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



9. **PENALTY**

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

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 UPLBFI, 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 UPLBFI, the NNC has the right to confiscate its performance security. NNC will also recommend UPLBFI for blacklisting and shall be paid on a *quantum meruit* basis.

10. **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.


**UNIVERSITY OF THE PHILIPINES LOS BAÑOS
FOUNDATION, INC.**


DR. CASIANO S. ABRIGO, JR.
Executive Director

NATIONAL NUTRITION COUNCIL


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

SIGNED IN THE PRESENCE OF:


MARIA ANA T. QUIMBO
Professor, Institute for Governance
and Rural Development
College of Public Affairs and
Development, UP Los Baños


ROSSANA S. QUILLOPE
Chief, Financial and Management Division
National Nutrition Council

**CERTIFIED AS TO AVAILABILITY
OF FUNDS PURSUANT TO LOI 962
IN THE AMOUNT OF ₱ 999,983.00
ROA NO. 02-101101-2017-12-2174**

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
City of Los Baños Laguna) S.S.

BEFORE ME, Notary Public for an in this jurisdiction, this DEC 29 2017 day of December 2017, in Los Baños Laguna, Philippines, personally appeared:

DR. CASIANO S. ABRIGO, JR.

Driver's license # D14-83-00 7933
Valid until 6/19/2018

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.

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Book No. 299
Series of 2017

ATTY. ELENO O. PERALTA
NOTARY PUBLIC UNTIL DECEMBER 31, 2017
ALAMBA CITY, LOS BAÑOS, BAY. CALUAN, LAGUNA
PTF. NO. 9069607 / 01-03-17 PDC. NO. 32880 / MAY 19
IBP NO. 1052911 / 01-03-17, NOT.COM. NO. 04-2016-L

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