

CONTRACT

KNOW BY ALL MEN BY THESE PRESENTS:

OCT 05 2018

This Contract made this _____ day of _____ 2018 in _____, by and between:

QUEZON CITY

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 Deputy Executive Director and Officer-in-Charge, **AZUCENA M. DAYANGHIRANG, MD, MCH, CESE** 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 by establishing community radio stations to serve as medium to promote good nutrition in areas with high malnutrition rates and with limited access to commercial radio and since then, the NNC has 44 existing Nutriskwela stations in 16 regions all over the country;

WHEREAS, the NNC intends to expand the program to cover additional areas with high prevalence of malnutrition, provide technical support to the stations and other activities to improve the management of the stations for sustained operations in partnership with local government units or state;

WHEREAS, given the very technical nature of community radio operations and the limited knowledge and skills of NNC staff in radio operations and broadcasting and limited staff, the NNC shall tap the services of a consultancy group;

WHEREAS, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 09-2018 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 to carry out the Nutriskwela Community Radio Network Program Phase VI;

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 VI hereto attached as Annex 2 with the following changes:
- a. Under Section IV.1.c, include as criteria for the selection of expansion areas the non-existence of a Philippine Broadcasting Service (PBS) station in the area and signal reach;
 - b. Under Section VI.3.c, the number of station personnel to join the national training shall be 15 and not 20;
 - c. All reference to Jampro antenna shall be revised to Jampro-type antenna;
 - d. Under Section VI.3.e, the statement "The NNC shall inspect and approve the equipment before the contractor distributes these to the stations." will be revised to "The contractor shall submit to NNC the specifications of the equipment for approval prior to purchase and for the contractor to show a sample of the actual equipment to NNC for inspection."
 - e. Under Section VI.3e and VI.4.b, to delete the phrase "but not limited to"; MQ MediaZone will only purchase and install all the equipment as listed.
 - f. For the estimated budgetary requirements found as Attachment 1:
 - i. item no. 3, supplies for the training will include T-shirt, notebook, ballpen, I.D., plastic envelope and reference materials;
 - ii. item no. 7, for the equipment to be provided to new stations shall include 2 units AVR with 600 kva for the computer and the transmitter instead of 1 unit of AVR with 1000 kva; and to purchase 6 units of printer and not 5 units;
 - iii. item no. 17, to provide NNC-developed materials in external hard drive (2TB) to 6 new stations and not 5 stations and the cost of the 1 hard drive shall be charged against item 18 for contingencies;
2. The **NATIONAL NUTRITION COUNCIL** shall likewise perform the roles and responsibilities identified in the Section VII of Terms of Reference for this project (Annex 2) with the following amendments:
- a. NNC to ensure adequate bandwidth capacity and storage space in the NNC website for updating of the Nutriskwela webpage; and
 - b. NNC to facilitate prompt return of draft documents submitted by MQ MediaZone.

3. Terms of Payment

The total project cost is Php 17,774,000 (inclusive of VAT), chargeable against 310100100003000 funds of the NNC. The schedule of payment stated in the Terms of Reference (Annex 2) shall be as follows, subject to the usual government accounting and auditing rules and regulations:

Payment scheme	Deliverables required for payment	Amount (Php)
First payment (15%)	<ol style="list-style-type: none"> 1. Approved plan of work 2. Draft outline of Manual of Operations 3. Draft outline of coffee table book 4. Proof of access to Cloud storage for Nutriskwela files 	2,666,100
Second payment (22.5%)	<ol style="list-style-type: none"> 1. First project status report 2. First status report of Nutriskwela stations 3. Approved Outline of Coffee table book 4. Approved Outline of Manual of operations 5. Amended memorandum of agreement for the 3 community radio stations approved for upgrade 	3,999,150
Third payment (12.5%)	<ol style="list-style-type: none"> 1. Second project status report 2. Documentation report of 9th National Conference 3. List of winners of the 4th Nutriskwela Awards 4. Approved training syllabi for national training 5. Memorandum of agreement with institutional partner for 3 new stations 6. Copy of compilation of broadcast materials 7. Second status report of Nutriskwela stations 8. First draft of Manual of Operations with cover design and layout 9. First draft of Nutriskwela coffee table book and brochure 	2,221,750
Fourth payment (12.5%)	<ol style="list-style-type: none"> 1. Third project status report 2. Documentation report of the national training for the new community radio stations and other station personnel of existing stations 3. Third bi-monthly status report of Nutriskwela stations 	2,221,750

Mw. Emmanuel V. Ruan

Ingulaga

Payment scheme	Deliverables required for payment	Amount (Php)
	4. Equipment insurance policy and payment receipts; 5. Original NTC permits/licenses and copies of application forms with attachments; 6. Proofs of organization of the stations into an association; 7. Certification from institutional partner SUC/LGU that the equipment provided are in good condition and operational; 8. Acknowledgement of materials provided to regions including broadcast materials; Manual of Operations; Nutriskwela coffee table book and brochures 9. AR of Balance of copies of Manual of Operations and Procedures, Nutriskwela coffee table book and brochures; 10. Report of technical assistance provided to the community radio stations; and 11. Other deliverables identified in this TOR.	
	Total	17,774,000

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 and shall be considered as part of the contract.

6. Venue

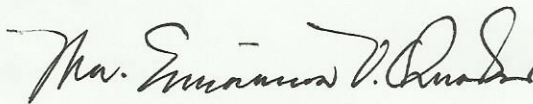
In case of disputes arising from the interpretation or implementation of this Contract, the courts of Taguig City shall have exclusive jurisdiction to the exclusion of all other courts. However, all claims and disputes relating to or arising out of this contract shall as much as possible, be settled 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.

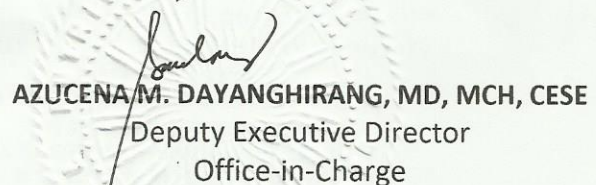
IN WITNESS WHEREOF, the parties hereto have signed this Contract, this ____ of _____ 2018 at _____, Philippines.

MQ MEDIAZONE PRODUCTIONS



MA. ENCARNACION V. QUADRA
Managing Director

NATIONAL NUTRITION COUNCIL

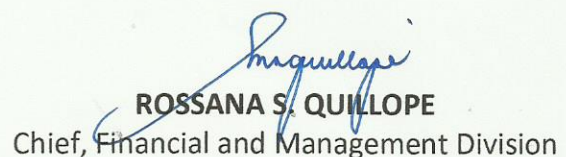


AZUCENA M. DAYANGHIRANG, MD, MCH, CESE
Deputy Executive Director
Office-in-Charge

SIGNED IN THE PRESENCE OF:



FRANCISCO J. FLORES
MQ Project Manager



ROSSANA S. QUILLOPE
Chief, Financial and Management Division

CERTIFIED FUNDS AVAILABLE	
ORS No	: 02-101101-2018-10-1664
ORS Date	: 10-01-18
Amount	: 17,774,000.

ACKNOWLEDGMENT

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

BEFORE ME, Notary Public for and in this jurisdiction, the 05 day of
OCT 2018, in QUEZON CITY, Philippines, personally appeared:

MA. ENCARNACION V. QUADRA
AZUCENA M. DAYANGHIRANG

Driver's License No.: D14-87-032898
UMID No.: CRC 006-0085-7008-6

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. 48
Page No. 10
Book No. 31A
Series of 2018

ATTY. BENJAMIN E. ALFONSO
NOTARY PUBLIC
UNTIL December 31, 2018
PTR NO. 5520234, January 3, 2018, QUEZON CITY
IBP NO. 019073 12-20-2017 - QUEZON CITY
ROLL NO. 13296
ADM. MATTER NO. NP-046 (2017-2018)
TIN NO. 177-967-619-000
MCLE III-0024626 - December 12, 2017
34 Asset's St. GSIS Village
Project 8 Quezon City