

CONTRACT

KNOW BY ALL MEN BY THESE PRESENTS:

This Contract made this DEC 20 2015 day of 2015 in QUEZON 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 **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 composed of community radio stations to promote good nutrition in areas with high malnutrition rates and with limited access to commercial radio, the most available form of mass communication in the country;

WHEREAS, NNC deemed it necessary to continue to provide assistance including trainings and upgrading to its partner LGUs and SUCs that manage the operations of the station in order to help sustain the community radio stations as part of Phase 4 of the Nutriskwela Program;

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

WHEREAS, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 024-2015 hereto attached as Annex A which is an integral part of this contract, recommended the hiring of MQ MEDIAZONE after a public bidding, as consultancy group for the training and upgrading of stations as part of the Nutriskwela Program Phase 4;

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 hereto attached as Annex 2 with the following changes:

- a. Upgrade 5 Nutriskwela community radio stations and provide the Frequency Modulation (FM) radio transmitter and equipment which shall exclude the SWR power meter, 2 headsets and 2 microphones with stand since these were not included in the estimated budgetary requirements. The power of the transmitter shall depend on the evaluation of the National Telecommunications Commission.
- b. Provide technical and logistics support to existing radio stations upon the recommendation of the NNC. The cost of such support shall not exceed the budget provided for this purpose based on the estimated budgetary requirements as indicated in the Terms of Reference.

2. The **NATIONAL NUTRITION COUNCIL** shall likewise perform the roles and responsibilities identified in the Terms of Reference for this project (Annex 2).

3. Terms of Payment

The total project cost is Php 9,988,000 (inclusive of VAT), chargeable against A.III.d funds of the NNC. The schedule of payment shall be as follows, subject to the usual government accounting and auditing rules and regulations:

Payment scheme	Deliverables for payment	Amount (Php)
First payment (15%)	1) approved plan of work	1,498,200
Second payment (20%)	1) amended memoranda of agreement for the five (5) upgraded radio stations 2) first project status report	1,997,600
Third payment (20%)	1) training report of the first 10 stations provided with training 2) second project status report	1,997,600
Fourth payment (20%)	1) training report of the remaining 12 stations provided with training 2) Third project status report	1,997,600
Fifth and final payment (25%)	1) summary training report, photo and video documentation of the trainings 2) audited financial and end-of-project completion report 3) monitoring reports of the 5 stations with upgrade 4) original copies of the NTC permits/licenses and copies of application forms with attachments 5) certification from each of the partner SUC/LGU concerned that the stations provided with upgrade are operational and the equipment provided for the upgrading are functional 6) report of technical and logistical assistance provided to the stations	2,497,000
TOTAL		9,988,000

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 its 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 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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract, this 29th of December 2015 at Davao City, Philippines.

MQ MEDIAZONE PRODUCTIONS



MA. ENCARNACION V. QUADRA
Managing Director

NATIONAL NUTRITION COUNCIL

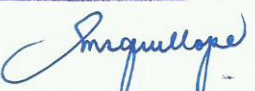

ASSISTANT SECRETARY OF HEALTH
MARIA-BERNARDITA T. FLORES
Executive Director IV

SIGNED IN THE PRESENCE OF:


FRANCISCO J. FLORES
Business Development Director


ROSSANA S. QUILLOPE
Chief, Financial and Management
Division

RECEIVED FOR AVAILABILITY
OF FUNDS PURSUANT TO LOI 962
IN THE AMOUNT OF ₱ 9,988,000.00
ROA NO. 2015-12-2146



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

City of QUEZON CITY) S.S.

BEFORE ME, Notary Public for and in this jurisdiction, the DEC 29 2015 day of QUEZON CITY, in QUEZON CITY, Philippines, personally appeared:

MA. ENCARNACION V. QUADRA
DRIVER'S LICENSE
D14-87-032898

MARIA-BERNARDITA T. FLORES
Unified Multi-Purpose ID (GSIS)
54021800093

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

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Book No. XIV
Series of 2015

Ernesto G. Antonio Jr.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
IBP Lifeline No. 08179
PTR No. 0739071 / 01/05/18
Roll of Attorney's No. 46874