

**CONSULTANCY SERVICES**  
**PRIMARILY CONFIDENTIAL, ADVISORY CONSULTANT**

**THE PUBLIC IS INFORMED:**

This CONSULTANCY CONTRACT (the "Contract"), made and entered into in Quezon City, Metro Manila this \_\_\_\_\_ day of \_\_\_\_ 2018, by and between:

**METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM** ("MWSS"), an instrumentality of the government with corporate powers duly organized and existing under and by virtue of laws of the Philippines, with principal office at 4<sup>th</sup> Floor Administration Building, MWSS Complex, 489 Katipunan Avenue, Barangay, Quezon City, Metro Manila, represented by its Administrator, **PDDG REYNALDO V. VELASCO (Ret.)**,

AND

**Atty. ZOILO L. ANDIN, JR.**, (the "Consultant"), Filipino, of legal age, residing at No. 8 Starline Road, Blue Ridge B., Quezon City

**WITNESSETH THAT:**

**WHEREAS**, the MWSS Administrator and Vice Chairman of the MWSS Board, has determined the need for the assistance and counsel of a **Primarily Confidential Advisory Consultant**, to be engaged with his trust and confidence as the **primordial consideration**, for the following purposes:

- a) Formulation and implementation of policy reforms for the benefit of MWSS;
- b) Proper compliances with the requirements of relevant government agencies such as, but not limited to, Governance Commission for GOCCs (GCG), Office of the President (OP), Department of Budget and Management (DBM), National Economic Development Authority (NEDA), Department of Finance (DOF), Department of Environment and Natural Resources (DENR), Commission on Audit (COA), and Civil Service Commission (CSC).
- c) Corporate Reorganization and Personnel Selection Processes.
- d) Proper compliance with procurement related rules and regulations, such as but not limited to RA 9184 and its 2016 IRR, and bilateral or multi-lateral procurement guidelines or concerns.
- e) Project development and implementation.

PDDG REYNALDO V. VELASCO  
Administrator

ATTY. ZOILO L. ANDIN, JR.  
Consultant

**PDDG REYNALDO V. VELASCO**  
Administrator

- f) Collaboration activities with the DENR and its Regional Offices regarding the watershed management plans and programs for the Umiray, Ipo, La Mesa, Kaliwa Watersheds where MWSS draws, and will draw, its raw water.

**WHEREAS**, the MWSS Board of Trustees approved the CY 2018 Annual Procurement Plan (APP) per Board Resolution No. 2017-167 CO dated 14 December 2017;

**WHEREAS**, the APP for CY 2018 includes, among others, the procurement of an individual consultant with a budget amounting to Three Hundred Hundred Thousand Pesos (Php 300,000.00) in accordance with Section 53.7 and Annex A of the 2016 Revised Implementing Rules and Regulations of Republic Act 9184;

**WHEREAS**, the Request for Expression of Interest was published at the PhilGeps and MWSS websites and advertised at the Philippine Star on 23 June 2018;

**WHEREAS**, in compliance with the Request for Expression of Interest, the consultant submitted his letter of intent, curriculum vitae, and Tax Identification Number for the position of Primarily Confidential Advisory Consultant;

**WHEREAS**, the Administrator as end-user, and after evaluation of credentials presented, has determined that Atty. Zoilo Andin, Jr. possess the required expertise and competencies to address issues and problems for which he is to be engaged for;

**WHEREAS**, the Consultant accepted the award of contract and submitted his proof of PhilGeps Registration on 28 June 2018;

**WHEREAS**, pursuant to the Terms of Reference and Scope of Services, MWSS wishes to have the Consultant perform the Services hereinafter referred to; and

**WHEREAS**, the Consultant is willing to perform these Services;

**NOW, THEREFORE, THE PARTIES** hereby agree as follows:

1. Services The Consultant shall perform the Services specified in Annex A, "Terms of Reference and Scope of Services", which is made integral part of this Contract ("the Services").
2. Term The Consultant shall perform the Services during the period commencing 16 July 2018 and continuing through 31 December 2018 renewable at the option of the Administrator, but in no case shall exceed his term, as provided under Section 53.7 of the 2016 Revised IRR of RA 9184.

**ATTY. ZOILO ANDIN, JR.**  
Consultant

PDDG REYNALDO V. VELASCO  
Administrator

ATTY. ZORIEL C. ANDIN, JR.  
Consultant

3. Payment
- A. Monthly Fee
- For actual services rendered pursuant to Annex A, the MWSS shall pay the Consultant an amount not to exceed Fifty Thousand Pesos (P50,000.00) per month gross of taxes. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits.
- B. Schedule of Payment
- The monthly fee shall be paid upon submission of the required outputs and deliverables duly accepted by the Office of the Administrator as satisfactory and in compliance with the terms of the contract. Any change in the delivery dates shall be mutually agreed upon between MWSS and the Consultant.
- C. Payment Conditions
- Payment shall be made in Philippine Pesos, no later than thirty (30) days following the submission of the Certification as required by Item 3(B) of this Contract, and subject to the usual accounting and auditing procedures.
4. Performance Standards
- The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
5. Confidentiality
- The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Contract or The MWSS's business or operations without the prior written consent of the MWSS.
6. Ownership of Material
- Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for The MWSS under the Contract shall belong to and remain the property of the MWSS.
7. Consultant Not to be Engaged in Certain Activities
- The Consultant agrees that, during the term of this contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works and services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
8. Insurance
- The Consultant shall be responsible for taking out any appropriate Insurance coverage.

9. Performance Security The posting of Performance Security as provided under the Terms of Reference (Annex A) is no longer required pursuant to Section 54.4 of 2016 Revised IRR of RA 9184 and validated by the Government Procurement Policy Board (GPPB).
10. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the MWSS' prior written consent.
11. Law Governing Contract and Language The Contract shall be governed by the laws of the Philippines and the language of the Contract shall be English.
12. Dispute Resolution Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of the Philippines.

FOR THE MWSS

PDDG REYNALDO V. VELASCO (Ret.)  
Administrator

FOR THE CONSULTANT

ATTY. ZOILO L. ANDIN, JR.  
Consultant

WITNESSES:

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES S.S.  
Quezon City

BEFORE ME, this 13 day of July, 2017 personally appeared

NAME	PASSPORT/TIN	DATE/PLACE OF ISSUE
PDDG REYNALDO V. VELASCO	PASSPORT EC <del>XXXXXXXXXX</del>	DFA NCR EAST
ATTY ZOILO L. ANDIN, JR/	TIN <del>XXXXXXXXXX</del>	

known to me to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page of acknowledgement, and acknowledged to me that same is their free and voluntary act and deed of the principals they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above-written.

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Series of 2018

MAY PULCA  
Emilio Aguinaldo  
Roll of Attorneys  
DU No. 0185  
PIS No. 00000000000000000000  
MAY PULCA  
ALDO, MWSS Admin. Officer