

CONSULTANCY SERVICES

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 4th Floor Administration Building, MWSS Complex, 489 Katipunan Avenue, Balara, Quezon City, Metro Manila, represented by its Administrator, **PDDG REYNALDO V. VELASCO (Ret.)**.

AND

Atty. Eugenio A. Insigne, (the "Consultant"), Filipino, of legal age, residing Unit 12 Capitol Golfers' Villas and Gait Townhomes, Capitol Hills Drive, Old Balara, 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 an **Free, Prior and Informed Consent (FPIC) Consultant**, to be engaged with his trust and confidence as the primordial consideration, for the purpose of formulating and implementing policy reforms for the benefit of MWSS;

WHEREAS, in its 29th Regular Board Meeting held on 14 December 2017, the MWSS Board issued Resolution No. 2018-167-CO, approving the MWSS 2018 Annual Procurement Plan (APP);

WHEREAS, the APP for CY 2018 includes, among others, the procurement of two (2) individual consultants in the total estimated budget amounting to One Million Two Hundred Thousand Pesos (Php1,200,000.00) 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 MWSS' website on 3 January 2018 and in the Philippine Star on 4 January 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 FPIC Consultant;

PDDG REYNALDO V. VELASCO
Administrator

ATTY. EUGENIO A. INSIGNE
FPIC Consultant

WHEREAS, after due evaluation, the Bids and Awards Committee (BAC) has determined that the Consultant is technically, legally and financially qualified for the position of his interest and on 26 January 2018 favorably endorsed the same to the end-user Administrator/Vice Chairperson Reynaldo V. Velasco;

PDDG REYNALDO V. VELASCO
Administrator

WHEREAS, the end-user, Administrator and Vice-Chairperson Reynaldo V. Velasco has determined that the Consultant meets his primary consideration of trust and confidence and has favorably endorsed the award to, and engagement of Atty. Insigne, as Individual Consultant for FPIC to the Board of Trustees;

WHEREAS, the Consultant accepted the award of contract and submitted his proof of PhilGFPS Registration on 20 APRIL 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 _____ and continuing through _____ 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.
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

ATTY. EUGENIO A. INSIGNE
FPIC Consultant

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.


PDDG REYNALDO V. VELASCO
Administrator


4. Project Administration
The Consultant shall directly report to the Administrator for his assignments under this Contract. He shall be responsible for the review, acceptance, and approval of the detailed technical contents of the Consultant's reports and recommend payment for Services rendered by the Consultant.
5. Performance Standards
The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
6. 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.
7. 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.
8. 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.
9. Insurance
The Consultant shall be responsible for taking out any appropriate insurance coverage.
10. 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).
11. Assignment
The Consultant shall not assign this Contract or sub-contract any portion of it without the MWSS' prior written consent.


ATTY. EUGENIO A. INSIGNE
FPIC Consultant


12. 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.

13. 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. EUGENIO A. INSIGNE
FPIC Consultant

WITNESSES:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES } S.S.
Quezon City }

BEFORE ME, this MAY 9 2018 day of _____, 2017 personally appeared

NAME	PASSPORT/TIN	DATE/PLACE OF ISSUE
PDDG REYNALDO V. VELASCO	PASSPORT EC 	DFA NCR EAST
ATTY EUGENIO A. INSIGNE		

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.

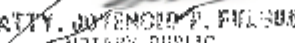
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above-written.

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ATTY. JOVENCIO P. PILIOBERAS
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