

CONSULTANCY SERVICES
INFORMATION SYSTEMS STRATEGIC PLAN CONSULTANT

THE PUBLIC IS INFORMED:

This CONSULTANCY CONTRACT (the "Contract"), made and entered into in Quezon City, Metro Manila this 15 day JAN 15 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

CHRISTIAN O. BAILON, (the "Consultant"), Filipino, of legal age, residing Unit 801 Le Sure Condominium, 58 Pinatubo St., Barangka, Ilaya, Mandaluyong;

WITNESSETH THAT:

WHEREAS, the MWSS Administrator and Vice Chairman of the MWSS Board, has determined the need for the assistance and counsel of an **Information Systems Strategic Plan Consultant Consultant (ISSP)**, 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 20th 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 Management and Financial Audit 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 10

PDDG REYNALDO V. VELASCO
Administrator

CHRISTIAN O. BAILON
ISSP


PDDG REYNALDO V. VELASCO
Administrator

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. 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.

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.


CHRISTIAN O. BAILON
Consultant

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

FOR THE CONSULTANT

PDDG REYNALDO V. VELASCO (Ret.)
Administrator

CHRISTIAN O. BAILON

WITNESSES:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES S.S.
Quezon City

JAN 15 2018

BEFORE ME, this _____ day of _____, 2017 personally appeared

NAME	PASSPORT/TIN	DATE/PLACE OF ISSUE
PDDG REYNALDO V. VELASCO	PASSPORT EC	DFA NCR EAST
CHRISTIAN O. BAILON	PRC	Manila

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.

Doc. No. Ag

Page No. 10

Book No. 2

Series of 2018

ATTY. JOVENIO P. FULGUERAS
NOTARY PUBLIC

EXPIRES DEC. 31, 2019
ROL. BY AGENCY NO. 30906
IBP NO. 015523/19.06.2017/PASIG
PTR NO. 3822687-C/6-15-2017/Q.C.
MCLE COMPLIANCE NO. V-0006760
ADD: MWSS BLDG. KATIPUNAN RD. BALARA Q.C.