

**CONSULTANCY SERVICES  
INDIVIDUAL CONSULTANT (FINANCIAL AND ECONOMIC SPECIALIST) FOR THE  
REHABILITATION, OPERATION AND MAINTENANCE OF ANGAT HYDRO ELECTRIC  
POWER PLANT (AHEPP) AUXILIARY TURBINES 4 AND 5**

**THE PUBLIC IS INFORMED:**

This **CONSULTANCY CONTRACT** (the "Contract"), made and entered into in Quezon City, Metro Manila this 14<sup>th</sup> day of April, 2019, 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, Balara, Quezon City, Metro Manila, represented by its Administrator, **PDDG REYNALDO V. VELASCO (Ret.)**,

AND

**CHESTER M. PACIO** (the "Consultant"), Filipino, of legal age, residing at 6F Duyan at the Fort, Sgt. Yabut Street cor. Orensa Street, Guadalupe Nuevo, Makati City,

(Both collectively referred to as the "**PARTIES**")

**WITNESSETH THAT:**

**WHEREAS**, on 14 November 2018 the MWSS-CC Board of Trustees, in its Resolution No. 2018-180-CC, approved the Terms of Reference ("TOR") for the hiring of Individual Consultant ("Financial and Economic Specialist") for the Rehabilitation, Operation and Maintenance of ("AHEPP") Auxiliary Turbines 4 & 5 through Negotiated Procurement under Republic Act No. 9184 ("RA 9184"). The contract duration is six (6) months reckoned from the Consultant's receipt of Notice to Proceed ("NTP") with Approved Budget for the Contract ("ABC") of Three Hundred Thousand Pesos (Php300,000.00) inclusive of 12% Value-Added Tax (VAT);

**WHEREAS**, on 15 January 2019, the Bids and Awards Committee ("BAC") approved the recommendation of the Technical Working Group ("TWG") to award the Consultancy Services (Financial and Economic Specialist) for the AHEPP Auxiliary Turbines 4 & 5 to Mr. Chester M. Pacio with a rating of 87.00, and subject to submission of PhilGEPS Registration prior to the issuance of the Notice to Proceed ("NTP");

**WHEREAS**, the Asset and Risk Management Committee ("ARMC") in its meeting of 24 January 2019, favorably endorsed to the Board the request of Management to Award the Consultancy Services (Financial and Economic Specialist) for the AHEPP Auxiliary Turbines 4 & 5 to Mr. Chester M. Pacio with a rating of 87.00 and to Authorize the Administrator to sign the Contract Agreement for Consultancy Services;

**WHEREAS**, the MWSS-CC Board of Trustees approved the awarding of Consultancy Services (Financial and Economic Specialist) for the AHEPP Auxiliary Turbines 4 & 5 to Mr. Chester M. Pacio on 24 January 2019, in its Board Resolution No. 2019-015-CC, thus:

"WHEREFORE, as recommended by the Management, and favorably endorsed by the ARMC on motion made and duly seconded, **RESOLVE**, as it is hereby resolved, to **APPROVE** the following:

1. Award the Consultancy Services (Financial and Economic Specialist) for the AIEPP Auxiliary Turbines 4 & 5 to Mr. Chester M. Pacio with a rating of 07.00, subject to submission of PhilGEPS Registration prior to the issuance of Notice to Proceed (NTP);

2. Authorize the Administrator to sign the Contract Agreement."

WHEREAS, the Consultant accepted the award of contract and provided his PhilGEPS Registration No. 258092 as written in the Notice of Award (NOA);

WHEREAS, pursuant to the Terms of Reference, 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", which is made an integral part of this Contract ("the Services").
2. **Term** The Consultant shall perform the Services during the period commencing 16 April 2019 and continuing through 16 October 2019.
3. **Payment**
  - A. **Monthly Fee**

For actual services rendered pursuant to the approved Terms of Reference, the MWSS shall pay the Consultant an amount not to exceed One Hundred Thousand Pesos (P100,000.00) 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. **Project Administration** The Consultant shall directly report to the Deputy Administrator for Engineering and Technical Operations ("DA-ETOG") for his assignments under this Contract. The DA-ETOG shall be responsible for the review, acceptance, and approval of the detailed technical contents of the Consultant's reports and recommend payments 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

PDDG REYNALDO V. VELASCO, (Ret.)  
Administrator


CHESTER M. PACIO, CPA  
Consultant

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 subject of the contract 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. Governing Law** The Contract shall be governed by the laws of the Philippines.
- 13. Language** The language of the Contract shall be English.
- 14. 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

  
CHESTER M. PACIO

WITNESSES:

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES S.S.  
Quezon City

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2018 personally appeared

APR 11 2018

NAME	PASSPORT/TIN	DATE/PLACE OF ISSUE
PODG REYNALDO V. VELASCO, (Rel.)	[REDACTED]	DFA NCR EAST
CHESTER M. PACIO	[REDACTED]	Berguet

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.

NOTARY PUBLIC

Doc. No. 284  
Page No. 38  
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Series of 2019.

NOTARY PUBLIC  
JOYENCIO P. FULGUERAS  
EXPIRES DEC. 31, 2019  
ROLL OF ATTORNEY NO. 30906  
BP NO. 01822/10.06.2017/PASIG  
PTR NO. 3902607-071-16-2017/O.C.  
MCLE COMPLIANCE NO. N-0006760  
ADD: MASS BLDG. RATIONAN RD. BALARA Q.C.