

CONSULTING SERVICES AGREEMENT

THE PUBLIC IS INFORMED:

This Contract is executed by and between:

METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM (MWSS), a government owned and controlled corporation duly organized and existing under and by virtue of R.A. 6234, as amended, with principal business office at MWSS Building, Katipunan Road, Balara, Quezon City, Metro Manila, through its **REGULATORY OFFICE (RO)**, herein represented by its Chief Regulator, Atty. **PATRICK LESTER N. TY**, duly authorized for this purpose by the MWSS Board of Trustees by virtue of Board Resolution No. 2019-082-RO, series of 2019, evinced by Secretary Certificate dated 23 May 2019, attached as "Annex A" and made an integral part of this document hereinafter referred to as the "**PROCURING ENTITY**";

-and-

CONSTANTINO AND PARTNERS (CP), a partnership duly organized and existing under the laws of the Republic of the Philippines, with principal office located at 22nd Floor, Citibank Tower, 8741 Paseo de Roxas, Makati City, herein represented by its Chairman and CEO, **MR. JEROME ANTONIO B. CONSTANTINO**, authorized for this purpose by CP Board of Directors Resolution, Series of 2019, evinced by Secretary Certificate dated 19 June 2019, attached as Annex B and made an integral part of this document hereinafter after referred to as "**CONSULTANT**";

ANTECEDENTS:

The **MWSS RO** requires the services of a consultant to undertake the Regulatory Financial Audit of the books and records of Manila Water Company Inc. (MWCI) and Maynilad Water Services, Inc. (MWSI) covering the period July 1, 2017 to December 31, 2018, hereinafter referred to as the "**SERVICES**";

The MWSS RO Bids and Awards Committee (MWSS-RO BAC) advertised the procurement of said Services on 10 June 2019, wherein five (5) prospective consultants submitted their bids.

After thorough evaluation and due consideration of the post qualification result during the 29 July 2019 bidding, MWSS RO BAC, through BAC Resolution No. 2019-20 declared the bid of **CONSTANTINO AND PARTNERS (CP)** as the **Highest Rated and Responsive Bid** that

complied with the eligibility, technical and financial requirements prescribed under Republic Act (R.A.) 9184.

The CONSULTANT, having represented to the PROCURING ENTITY that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

ACCORDINGLY, in consideration of the covenant and agreements hereinafter set forth, the services to be rendered and the sums of money to paid, the parties do hereby agree, as follows:

1. The Total Contract Price for the Services is **Four Million Eight Hundred Eleven Thousand Nine Hundred Sixty Pesos (Php 4,811,960.00)**.

The contract payment shall be made within three (3) months from receipt of Notice to Proceed (NTP) and in accordance with the following schedule of deliverables subject to the acceptance by the Procuring Entity:

<i>Deliverables/Milestones</i>	<i>Submission to RO</i>	<i>Amount to be Paid (Php)</i>
Advance Payment		
Inception Report	15 days from receipt of NTP	10% of total remuneration
1 st Monthly Report	End of 1 st month	20% of total remuneration
2 nd Monthly Report	End of 2 nd month	20% of total remuneration
Draft detailed Audit Report	10 days before the end of contract	20% of total remuneration
Final detailed Audit Report	On or before end of contract	20% of total remuneration
Training Workshop	On or after end of contract but not exceeding two (2) months after end of contract	10% of total remuneration

2. All the documents mentioned in Section 37.2.3 of the Implementing Rules and Regulations (IRR) of RA 9184, otherwise known as the "Government Procurement Reform Act", shall be deemed part of this Contract. In addition, and for reference, the following shall form part of this contract, *to wit*:

- (a) General and Special conditions of Contract; (please refer to Annex "C")
- (b) Terms of Reference; (please refer to Annex "C")
- (c) Request for Expression of Interest; (please refer to Annex "C")
- (d) Instructions to Bidders; (please refer to Annex "C")

- (e) Bid Data Sheet; (please refer to Annex "C")
- (f) Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes (please refer to Annex "D");
- (g) Notice of Award of contract and the Bidder's conforme thereto; (please refer to Annex "E")
- (h) MWSS-BOT Resolution on the Approval of Procurement and ABC (please refer to Annex "F"); and
- (i) Performance Security; (please refer to Annex "G")
- (j) Certificate of Availability of Funds (CAF). (please refer to Annex "H")

3. No amendments, modification or alterations to this contract shall be valid and binding on the other party unless stipulated and agreed upon by the Parties in writing and executed with the same formality as this contract.
4. The mutual rights and obligations of the MWSS RO and the CONSULTANT shall be as set forth in the Contract, in particular:
 - a. The CONSULTANT shall carry out the SERVICES in accordance with the provisions of the General and Specific Conditions of this Contract; and
 - b. The PROCURING ENTITY shall make payments to the CONSULTANT in accordance with the provisions of the General and Specific Conditions of this Contract.
5. All notices called for by the terms of this Contract shall be effective only at the time of receipt thereof, and only when received by the Parties to whom they are addressed at their respective addresses written in the recital of the parties.

It shall be the obligation of CP to inform MWSS RO in writing of any change of address within three (3) calendar days from such change. In the absence of a valid notice of change of address, all such correspondence and paper shall be legally considered to have been received by CP when sent to such address even if not actually received by it.

6. It is understood that no employer-employee relationship exists between MWSS RO and the CP employees and that CP assumes full responsibility for its own employees.
7. Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines in accordance with R.A. 876 and R.A. 9285.

WHEREFORE, the parties have hereunto signed this Contract on this ____ day of October 2019 at Quezon City, Philippines.

[Handwritten signatures and initials]

OCT 28 2019

MWSS REGULATORY OFFICE

By:

PATRICK LESTER N. TY
Chief Regulator

CONSTANTINO AND PARTNERS

By:

JEROME ANTONIO B. CONSTANTINO
Chairman / CEO

SIGNED IN THE PRESENCE OF:

For MWSS RO
For CONSTANTINO AND PARTNERS

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S.

BEFORE ME, personally appeared the following persons:

<u>Name</u>	<u>Valid Proof of Identification</u>	<u>Date/Place Issued</u>
Patrick Lester N. Ty	Driver's Lic. No. NO4-95-333952	02.17.2016/Q.C.
Jerome Antonio B. Constantino	PRC ID No. 0049553	07.25.2017/Manila

known to me to be the same persons who executed the foregoing document denominated as "*Contract for 2019 Regulatory Financial Audit Consultancy Services*", consisting of four (4) pages, including this page.

IN WITNESS WHEREOF, I have hereunto signed the foregoing instrument and set my notarial seal on this ___ day of ___ 2019 in Quezon City, Philippines.

Doc. No. 149
Page No. 30
Book No. 25
Series of 2019.

Notary Public
JOVENIO P. FOLGUEKAS
NOTARY PUBLIC
EXPIRES DEC. 31, 2019
ROLL OF ATTORNEY NO. 30906
BF NO. 014526/10.26.2017/PASIG
TR NO. 3882687-C/1-16-2017/Q.C.
ACLE COMPLIANCE NO. V-0006760
ADD: MWSS BLDG. KATIPUNAN RD. BALARA Q.C.