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OF THE ORIGINAL
AUTHORIZED SIGNATURE

CONSULTANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

AUG 17 2021

This Consultancy Agreement (the "Agreement") entered into on ____ of August 2021 by and between:

The **PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT**, an agency of the government of the Philippines with principal office at the DBM Compound, Cristobal St., Paco, Manila, represented by its OIC-Executive Director, **ATTY. JASONMER L. UAYAN**, hereinafter referred to as the "**PS-DBM**";

-and-

ENGR. EDUARDO P. SOLAYAO with address at #18 Angat St., NAPOCOR Village, Tandang Sora, Quezon City hereinafter referred to as the "**Consultant**".

The PS and the Consultant are collectively called "Parties" and individually called "Party".

WITNESSETH: THAT-

WHEREAS, the PS-DBM, in line with its mandate, continually seeks innovations to improve its processes and to have efficient systems to fully attain its goals and objectives;

WHEREAS, the PS-DBM, consistent with its Mission and Vision, seeks to improve the effectiveness and efficiency of its day-to-day in-house operations, service delivery to client agencies, and to streamline the processes in order that good governance initiatives are realized;

WHEREAS, these projects include the Replacement of Automatic Transfer Switch (ATS) Project and Electrical System Upgrade for Additional Air Conditioning Units (ACU) Project;

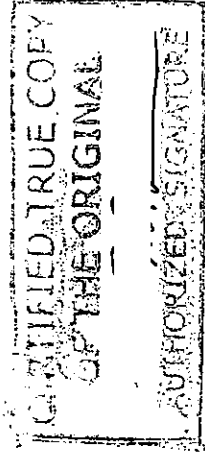
WHEREAS, there is a need for a technical expert or consultant who shall assist the PS-DBM in the review of its financial and accounting processes;

WHEREAS, the PS-DBM may contract the services of a technical expert or consultant in accordance with the provisions of Republic Act No. 9184 (RA 9184), or the Government Procurement Reform Act (GPRA), and its Implementing Rules and Regulations (IRR);

WHEREAS, these specialized technical experts will augment the available technical experts of PS to ensure quality and timely start and completion of bidding activities;

WHEREAS, Section 53 of the IRR of RA 9184 provides:

"Negotiated Procurement is a method of procurement of Goods, Infrastructure Projects and Consulting services, whereby the Procuring Entity directly negotiates a contract with a technically, legally and financially capable supplier, contractor or consultant in any of the following cases:



[...]

53-7 Highly Technical Consultants. In the case of individual consultants hired to do work that is (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant: Provided, however, That the term individual consultants shall, at the most, be on a six month basis, renewable at the option of the appointing HoPE, but in no case shall exceed the term of the latter."

WHEREAS, foregoing considered and after conducting the requisite procurement activities, the PS-DBM desires to contract the services of the Consultant and the Consultant desires to perform specific work and provide advisory and technical services.

WHEREAS, the Parties desire to establish the terms and conditions of such consultancy under a written contract;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereto have agreed as follows:

I. Contract for Service

The PS-DBM hereby contracts the services of the Consultant upon the terms and conditions herein contained to perform such works as set forth in Section II below.

II. Scope of Work

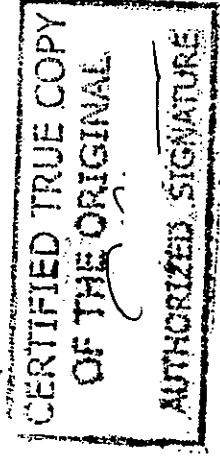
In accordance with the Terms of Reference for this project, the Parties herein agree that the Consultant shall undertake and perform the following services (hereinafter called the "Services") on the Replacement of Automatic Transfer Switch (ATS) Project and Electrical System Upgrade for Additional Air Conditioning Units (ACU) Project:

1. Create drawings and plans;
2. Review and assist in the crafting of Terms of Reference, technical specifications, project costs or Approved Budget for the Contract (ABC);
3. Attend conferences, meetings, and other bidding-related activities;
4. Act as an Internal Bids and Awards Committee (iBAC) resource person during procurement activities (pre-procurement conference, pre-bid, and other meetings and technical meetings;
5. Assist the iBAC and its support groups in the review and evaluation of bids/proposals; and
6. Submit project reports.

III. Consulting Fee and Payment

A. Consulting Fee

For the performance of the Services, PS-DBM shall pay the Consultant a total amount not to exceed One Hundred Eighty Thousand Pesos (Php 180,000.00). This amount has been established based on the understanding that it includes any tax obligation that may be imposed on the Consultant.



B. Schedule of Payments

The compensation for the Consultant's services shall be released in three (3) equal tranches of Sixty Thousand Pesos (Php 60,000.00), and shall be based on the Consultant's submission of a Monthly Accomplishment Report under Section VI hereof.

C. Payment Conditions

Payment shall be made not later than twenty (20) days following the submission by the Consultant of the Monthly Accomplishment Report, duly certified by the Task Manager, or his authorized representative, as accepted and approved.

IV. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PS-DBM under this Agreement shall belong to and remain the property of the PS-DBM. The Consultant may retain a copy of such documents and/or software.

V. Task Manager

The Consultant shall directly report to the Task Manager for this Agreement. For this purpose, it is hereby agreed that the Chief of the General Services Division (GSD) of the PS-DBM shall be the Task Manager for this Agreement.

VI. Reports

The Consultant shall submit a Monthly Accomplishment Report detailing the Consultant's outputs and deliverables, accompanied by supporting documents as may be deemed appropriate, for the tasks enumerated in Section II hereof. These Monthly Accomplishment Reports shall be submitted to the Task Manager in the course of this Agreement, and will constitute the basis for the payments to be made under Section III hereof.

VII. Confidentiality

The Consultant shall not, during the term of this Agreement and within two (2) years after its termination or expiration, disclose any proprietary or confidential information relating to the Services, this Agreement or the business or operations of the PS-DBM, without the prior written consent of the PS-DBM.

VIII. Severability

If any provision of this Agreement is held to be invalid the remaining provisions of this Contract will remain in effect.

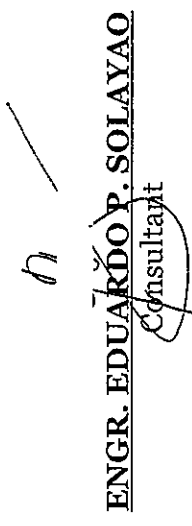
IX. Duration of Agreement

The Consultant shall perform the Services for three (3) months from the execution of the contract, subject to the renewal of the resulting Agreement as may be subsequently agreed upon in writing by the parties.

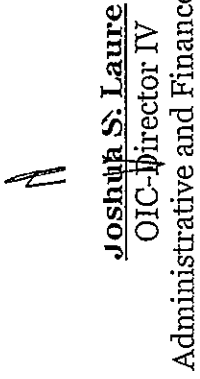
The renewal will be subject to review and determination of the GSD that continuous engagement of the Consultant is necessary and desirable. Any of the parties may pre-terminate the Agreement thirty (30) days after written notice of such intent is given to the other party.

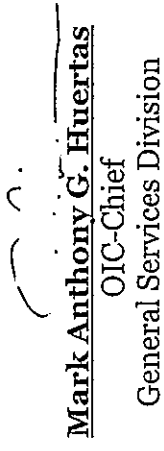
IN WITNESS WHEREOF, the Parties to this Agreement have hereto set their hands on the date first above-mentioned at Manila.


ATTY. JASONMER L. UAYAN
OIC-Executive Director

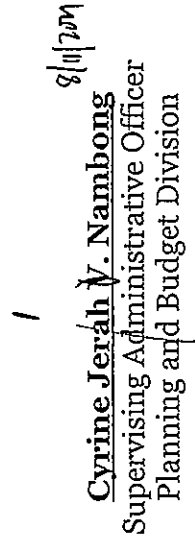

ENGR. EDUARDO P. SOLAYAO
Consultant

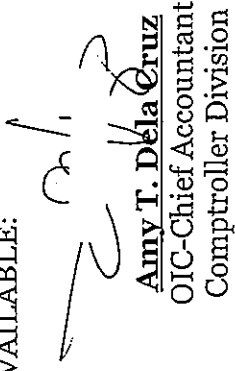
Signed in the presence of:

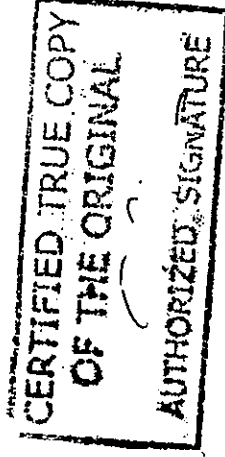

Joshua S. Laure
OIC-Director IV
Administrative and Finance Group


Mark Anthony G. Huertas
OIC-Chief
General Services Division

CERTIFIED FUNDS AVAILABLE:


Cyrine Jerah N. Nambong
Supervising Administrative Officer
Planning and Budget Division


Amy T. De la Cruz
OIC-Chief Accountant
Comptroller Division



REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA, METRO MANILA) S.S.

BEFORE ME, a Notary Public, in and for the above jurisdiction, this ____ day of June 2021, personally appeared:

Engr. Eduardo P. Solayao

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY HAND AND SEAL on the date and the place first above-written.

Doc. No. 496
Page No. 100
Book No. 21
Series of 2021.

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