



CONTRACT OF ENGAGEMENT

22-09053A

This **CONTRACT OF ENGAGEMENT** is made and entered into and executed this ____ day of SEP 14 2022 in the City of Makati, Philippines, by and between:

The **CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP)** – an attached government agency of the Department of Trade and Industry, with office address at 5th floor, Executive Building Center, 369 Sen. Gil Puyat Avenue cor. Makati Avenue, Makati City, represented herein by the CIAP Executive Director-in-Charge **DORIS U. GACHO**, and hereinafter referred to as the “**CIAP**”;

-and-

ROSEHALL MANAGEMENT CONSULTANTS, INC., a private organization duly organized and existing under the laws of the Republic of the Philippines, with office address at U-1405 Prestige Tower, F. Ortigas Road Ortigas Center, Pasig City, duly represented by the Acting President and Chief Operating Officer **JOSIE A. CLIMACOSA**, hereinafter referred to as “**Training Service Provider**”.

Collectively referred to as the “**PARTIES**”.



WITNESSETH

WHEREAS, the CIAP wishes to have the Training Service Provider perform certain services and the Training Service Provider is willing to provide or perform said services:

NOW, THEREFORE, the **Parties** hereby agree as follows:

- 1. Services**

The Training Service Provider shall perform the services for the **Engagement of Training Service Provider for the CIAP Quality Management System (QMS) Training Program for CY 2022** specified in the Terms of Reference (“**TOR**”), herein attached as **Annex A**, which is made an integral part of this Contract (“**the Services**”).
- 2. Term**

The Training Service Provider shall perform the Services commencing immediately after the receipt of Notice to Proceed and continuing up to the timelines indicated in the **TOR**.
- 3. Payment**

In consideration of the full and satisfactory performance of the Services rendered by the Training Service Provider, the CIAP shall pay an amount not to exceed **Eighty-Five Thousand Pesos (P85,000.00)**, inclusive of applicable government taxes, for the whole duration of the Services.

The release of the payment is subject to the submission of the outputs and deliverables required as part of the Services, as certified and/or duly received or approved by the CIAP, and upon receipt of billing statement supported by a Certificate of Satisfactory Services Rendered issued by the CIAP. Any change in the deliverables and timelines shall be mutually agreed upon in writing between the CIAP and the Training Service Provider.

4. Project Administrator

The CIAP shall designate a coordinator / project manager who shall be responsible for the review, acceptance and approval of the detailed technical contents for any reports that may be required as part of the Services, coordinate with the Training Service Provider for the logistics, schedules and other necessary works, and recommend payment for the Services rendered by Training Service Provider.

5. Performance Standards

The Training Service Provider shall undertake to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Confidentiality

The Training Service Provider shall submit outputs directly to the designated and authorized CIAP coordinator/project manager for review, acceptance, approval and eventual endorsement for payment.

The Training Service Provider shall not disclose any proprietary or confidential information relating to the Services, this Contract or CIAP business or operations, without the prior written consent of the Executive Director or any authorized representative from CIAP.

Confidential information refers to all data, textual and numerical, and graphical representations, outputs derived from the Services as well as all documents and correspondences, whether in writing or oral, pertaining to the same.

7. Ownership of Materials

Any studies, reports or other materials, graphic software or otherwise, prepared by the Training Service Provider for the CIAP under this Contract shall belong to and remain the property of CIAP. The Training Service Provider may retain copy of the reports or documents provided, exclusively for record purposes, subject to the written approval of the CIAP.

8. Assignment

The Training Service Provider shall not assign this Contract or sub-contract any portion of it without the written approval of the CIAP.

9. Dispute Resolution

Should there be any dispute related to the Services or the Contract, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Makati City.

In case of court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

IN WITNESS WHEREOF, the Parties have hereunto, signed this CONTRACT on the date and place above written.

**CONSTRUCTION INDUSTRY
AUTHORITY OF THE PHILIPPINES**
TIN: 000-446-607-000

**ROSEHALL MANAGEMENT
CONSULTANTS, INC.**
TIN: 003-059-209-000

By:



DORIS U. GACHO
Executive Director-in-Charge, CIAP

By:

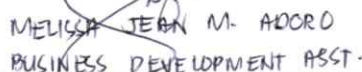


JOSIE A. CLIMACOSA
Acting President and Chief Operating Officer

Signed in the presence of:



RUFINO H. TWIDAD
Chief Administrative Officer, AFMD



MELISSA JEAN M. ADORO
BUSINESS DEVELOPMENT ASST.

Certification of Funds Availability



JAYNIE A. VILLONES
Budget Officer