



22-11067

CONTRACT OF ENGAGEMENT

NOV 14 2022

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

The **CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP) – CONSTRUCTION INDUSTRY ARBITRATION COMMISSION (CIAC)**, 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 CIAC Officer-in-Charge **DELIA B. PERLADA**, and hereinafter referred to as the “**CIAP-CIAC**”;

-and-

PHILIPPINE GLOBAL COMMUNICATIONS, INC. a private organization duly organized and existing under the laws of the Republic of the Philippines, with office address at 8755 PhilCom Building, Paseo De Roxas, Makati City, duly represented by the SM Facing Unit Head **KRISTINE D. GAMBOA**, hereinafter referred to as “**Internet Service Provider**”.

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

WITNESSETH

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

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

- 1. Services** The Internet Service Provider shall perform the services for the **Provision of Secondary Dedicated Internet Connection Service to the Construction Industry Arbitration Commission (CIAC)** 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 Internet 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 Internet Service Provider, the CIAP-CIAC shall pay an amount not to exceed **Two Hundred Twenty-Six Thousand Six Hundred Fifty-Six Pesos (P226,656.00)** (based on an P18,888.00 monthly

DELIA B. PERLADA
Officer-in-Charge, CIAC

PHILIPPINE GLOBAL COMMUNICATIONS, INC.

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recurring fee), 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-CIAC, and upon receipt of billing statement supported by a Certificate of Satisfactory Services Rendered issued by the CIAP-CIAC. Any change in the deliverables and timelines shall be mutually agreed upon in writing between the CIAP-CIAC and the Internet Service Provider.

4. Project Administrator

The CIAP-CIAC 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 Internet Service Provider for the logistics, schedules and other necessary works, and recommend payment for the Services rendered by Internet Service Provider.

5. Performance Standards

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

6. Confidentiality

The Internet Service Provider shall submit outputs and coordinate directly to the designated and authorized CIAP-CIAC coordinator/project manager for review, acceptance, approval and eventual endorsement for

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

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, or otherwise, prepared by the Internet Service Provider for the CIAP-CIAC under this Contract shall belong to and remain the property of CIAP-CIAC. The Internet Service Provider may retain copy of the reports or documents provided, exclusively for record purposes, subject to the written approval of the CIAP-CIAC.

Delia B. Perlada
DELIA B. PERLADA
 Officer-in-Charge, CIAC

[Signature]
PHILIPPINE GLOBAL COMMUNICATIONS, INC.

[Large signature]

8. **Assignment** The Internet Service Provider shall not assign this Contract or sub-contract any portion of it without the written approval of the CIAP-CIAC.

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 –
CONSTRUCTION INDUSTRY
ARBITRATION COMMISSION**
TIN: 000-446-607-000

**PHILIPPINE GLOBAL COMMUNICATIONS,
INC.**
000-665-693-000


By:


DELIA B. PERLADA
Officer-in-Charge, CIAC

By:

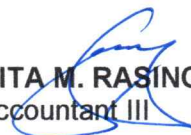

KRISTINE D. GAMBOA
Head, SM Facing Unit

Signed in the presence of:


RAYMOND G. GARCIA
Trade-Industry Development Specialist,
AMCD


JOSEPH D. BAUTISTA
SENIOR MANAGER FOR TECHNICAL SERVICE

Certification of Funds Availability


PERLITA M. RASING
Accountant III 11/8/22



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) SS
City of Manila

Before me a notary public for and in City of Manila, this NOV 14 2022 day of 2022 personally appeared:

NAME DELIA B. PERLADA
COMPETENT EVIDENCE OF IDENTITY
DATE & PLACE OF ISSUE
VALID UNTIL

KRISTINE D. GAMBOA
DRIVER'S LICENCE N04-08-024775
NOVEMBER 14, 2022 MAKATI
NOVEMBER 14, 2022

Known to me to be the same persons who executed this Contract consisting of four (4) pages including this Acknowledgement, is written has been signed by the parties and their witnesses on each and every page thereof and they acknowledge the same to be their voluntary act and deed as well as the entities they respectively represent.

IN WITNESS WHEREOF, hereunto sign my name and affix my notarial seal this NOV 14 2022 day of 2022 in City of Manila, Philippines.

NOTARY PUBLIC

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Page No. 024
Book No. XXXIII
Series of 2022

ATTY. HENRY ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2229-057 / 12/31/2022
IBP NO 178598 01/25/2022, PASIG
PTR NO 0050157 01-03/2022, MLA
ROLL NO 23579 TIN 172 528-620
MCFE COMPL NO VII-0007165 6/26/2019 Valid April 14, 2025
URBAN DECA HOMES MANILA B 3 JMT 355 TOMODI TALA

Signature of Delia B. Perlada
DELIA B. PERLADA
Officer-in-Charge, CIAC

Signature of Notary Public
PHILIPPINE GLOBAL COMMUNICATIONS, INC.