

## CONTRACT OF ENGAGEMENT

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

The CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP) -CONSTRUCTION MANPOWER DEVELOPMENT FOUNDATION (CMDF), 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 CMDF Officer-in-Charge OFELIA R. USIGAN, and hereinafter referred to as the "CIAP";

-and-

ARTEMIS PLUS EXPRESS INC., a private organization duly organized and existing under the laws of the Republic of the Philippines, with office address at Lot 86, Bagsakan Road corner Avocado St., FTI Complex, duly represented by the Sales Manager FRANCIS ALBERT F. CASTILLO, hereinafter referred to as "Catering Service Provider".

Collectively referred to as the "PARTIES".

## WITNESSETH

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

NOW, THEREFORE, the Parties hereby agree as follows:

1.	Services	The Cate		
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The Catering Service Provider shall perform the services for the Procurement of Food Catering Services for the Skills Olympics 2022 specified in the Terms of Reference ("TOR"), herein attached as Annex A, which is made an integral part of this Contract ("the Services").

The Catering Service Provider shall perform the Services 2. Term

commencing immediately after the receipt of Notice to Proceed and continuing up to the timelines indicated in the

TOR.

In consideration of the full and satisfactory performance of the 3. Payment

Services rendered by the Catering Service Provider, the CIAP-CMDF shall pay an amount not to exceed Fifty Thousand Five Hundred Pesos (P50,500.00), 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 Catering 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 Catering Service Provider for the logistics, schedules and other necessary works, and recommend payment for the Services rendered by Catering Service Provider.

5. Performance Standards The Catering Service Provider shall undertake to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Confidentiality

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

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

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.

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

8. Assignment

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

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 -

DEVELOPMENT FOUNDATION TIN: 000-446-607-000

By:

OFFELIAR USIGAN
Officer-in-Charge, CIAP

ARTEMIS PLUS EXPRESS, INC.

TIN: 007-813-652-000

By:

FRANCIS ALBERT F. CASTILLO Sales Manager

Signed in the presence of:

ENGR. EJAY CRAIG D. DE LEON Senior Trade-Industry Development Specialist, CACD

Certification of Funds Availability

JAYNIE A. VILLONES
Budget Officer III

Funds Available:

PERLITA M. RASING

Fund Cluster:

ORS No .:

2022-11-832

Date of ORS:

11/2/22

Amount:

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## **ACKNOWLEDGMENT**

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DIFFIELD AS GAS II		NOV 0	4 2021				
Before me a notary public 2022 personally appeared	this	day o	ıf				
NAME	OF IDENTITY	VIDENCE	DATE & PLACE OF ISSUE	VALID UNTIL			
OFELIA R. USIGAN	UMID ID 006-009	9-4838-7					
FRANCIS ALBERT F. CASTILLO	Philippine Pas P9463491		08 Nov 2018 / DFA Manila	07 Nov 2028			
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 day of 2022 in, Philippines.							
Doc. No. 4/3 Page No. 84 Book No. 383 Series of 2022		in fin	APTY . SNOTARY PUBLIC . SITON OF ART OF THE MAKATICHY BEECONIVE BY APPOINT OF THE MAKATICHY BY A TOPATER SE, MAKATICHY				

