

23-02004



TATAG
at TAPAT
BUILDING WITH INTEGRITY

CONTRACT OF ENGAGEMENT

This **CONTRACT OF ENGAGEMENT** is made and entered into and executed this day of FEB 03 2023 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-

BUREAU VERITAS SA, a private organization duly organized and existing under the laws of the Republic of the Philippines, with office address at 32/f PhilAm Life Tower, 8767 Paseo De Roxas, Bel-Air, duly represented by the Country Chief Executive **JOSEPH HOMER MACAPAGAL**, hereinafter referred to as “**Third Party Auditor**”.

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

CIAP-BAC SEC
CERTIFIED TRUE COPY

WITNESSETH

WHEREAS, the CIAP wishes to have the Third Party Auditor perform certain services and the Third Party Auditor is willing to provide or perform said services:

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

- 1. Services**
The Third Party Auditor shall perform the services for the **Procurement of a Certification Body to Conduct Assessment and Audit of the CIAP-AFMD ISO Quality Management System (QMS) in Conformity with ISO 9001:2015 Standard** 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 Third Party Auditor 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 Third Party Auditor, the CIAP shall pay an amount not to exceed **One Hundred Thirty Thousand Pesos (P130,000.00)**, inclusive of applicable government taxes, for the whole duration of the Services.



CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES

An Attached Agency of the Department of Trade and Industry

5/F Executive Building Center 369 Sen. Gil J. Puyat Ave. cor. Makati Ave Makati City, Philippines

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ciap@dti.gov.ph / ciapdti@yahoo.com

(+632) 8 895 6826 / 8 895 4424

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 Third Party Auditor.

- 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 Third Party Auditor for the logistics, schedules and other necessary works, and recommend payment for the Services rendered by Third Party Auditor.
- 5. Performance Standards** The Third Party Auditor shall undertake to perform the Services with the highest standards of professional and ethical competence and integrity.
- 6. Confidentiality** The Third Party Auditor shall submit outputs directly to the designated and authorized CIAP coordinator/project manager for review, acceptance, approval and eventual endorsement for

The Third Party Auditor 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 Third Party Auditor for the CIAP under this Contract shall belong to and remain the property of CIAP. The Third Party Auditor may retain copy of the reports or documents provided, exclusively for record purposes, subject to the written approval of the CIAP.
- 8. Assignment** The Third Party Auditor 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

By:



DORIS U. GACHO

Executive Director-in-Charge, CIAP

BUREAU VERITAS SA

TIN: 003-463-419-000

By:



JOSEPH HOMER MACAPAGAL

Country Chief Executive

Signed in the presence of:



RUFINO H. TIVIDAD

Chief Administrative Officer, AFMD

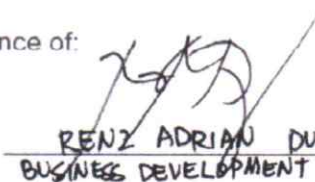
Certification of Funds Availability



RUSSELL N. RACELIS

Officer-in-Charge, Budget Section

#42-2023 (5021103102)



RENZ ADRIAN DUNGO
BUSINESS DEVELOPMENT MANAGER

Funds Available:

PERLITA M. RASING

Accountant III

Fund Cluster:

ORS No.:

Date of ORS:

Amount:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) SS

Before me a notary public for and in CITY OF MANILA, this FEB 03 2023 day of 2023 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
DORIS U. GACHO			
JOSEPH HOMER MACAPAGAL			

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 FEB 03 2023 day of 2023 in CITY OF MANILA, Philippines.

NOTARY PUBLIC

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Book No. 7
Series of 2023

ATTY. ROLAND E. LAS PIÑAS
 Notary Public, City of Manila
 Notarial Commission No. 2023/016
 Exp. Dec. 31, 2024
 242 F. A. R. I. Lopez St., Samp. Mia
 Quezon City, Metro Manila 1105
 PTR No. 089402-404913-2023/MLA
 IBF Membership No. 843540 / 06/20/2022
 MLEB Exempted C.R.O. 1s. 2008

