



CONTRACT OF ENGAGEMENT

23-05028

MAY 18 2023

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)**, 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-

OTI PHILIPPINES, INC., a private organization duly organized and existing under the laws of the Republic of the Philippines, with office address at 214 215 2F Commercenter Alabang Commerce Avenue cor. East Asia Drive, Filinvest Corporate Center City, Muntinlupa, Metro Manila., duly represented by the Chief Executive officer and Principal Consultant **ROMULO S. ROMERO**, hereinafter referred to as “**Planning Consultant/Facilitator**”.

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

WITNESSETH

WHEREAS, the CIAP wishes to have the Consultant perform certain services and the Planning Consultant/Facilitator is willing to provide or perform said services:

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

- Services**

The Planning Consultant/Facilitator shall perform the services for the **Engagement of Consulting Services of the Design and Facilitation of 2023 CIAP Planning Workshop** specified in the Terms of Reference (“TOR”), herein attached as *Annex A*, which is made an integral part of this Contract (“the Services”).
- Term**

The Planning Consultant/Facilitator shall perform the Services commencing immediately after the receipt of Notice to Proceed and continuing up to the timelines indicated in the TOR.
- Payment**

In consideration of the full and satisfactory performance of the Services rendered by the Planning Consultant/Facilitator, the CIAP shall pay an amount not to exceed **One Hundred Eighty Thousand Pesos (P180,000.00)**, 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

www.ciap.dti.gov.ph

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

(+632) 8 897 9336

(+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 Planning Consultant/Facilitator

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

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

OTI PHILIPPINES, INC.

TIN. 000-446-607-000

TIN: 007-281-944-00000

By:



DORIS U. GACHO

Executive Director-in-Charge, CIAP

By:



ROMULO S. ROMERO

Chief Executive Officer & Principal
Consultant

Signed in the presence of:



RUFINO H. TIVIDAD

Chief Administrative Officer, AFMD

Certification of Funds Availability



RUSSELL N. RACELIS

Officer-in-Charge, Budget Section

01-1a-1(b)-01

Funds Available:



PERLITA M. RASING

Accountant III

Fund Cluster: 2

ORS No.: 2023-04-357

Date of ORS: 4/19/23

Amount: ₱ 150,000-

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) SS

ALABANG CITY

ALABANG CITY

MAY 18 2023


Before me a notary public for and in _____, this _____ day of _____ 2023 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
DORIS U. GACHO	_____	_____	_____
ROMULO S. ROMERO	PASSPORT RT607001A	13 JAN 2018, NCR	12 JAN 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 _____ 2023 in _____, Philippines
Philippines.

ATTY. GEORGE DAVID S. SIPON
NOTARY PUBLIC



REG. NO. _____
EXPIRES _____
ALABANG CITY

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