



CONTRACT OF ENGAGEMENT

24-05046

JUL 19 2024

This **CONTRACT OF ENGAGEMENT** is made and entered into and executed this ____ day of June 2024 in the City of Makati, Philippines, by and between:

The **CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP)-PHILIPPINE CONTRACTORS ACCREDITATION BOARD (PCAB)**, 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 **ATTY. HERBERT D.G MATIENZO**, and hereinafter referred to as the "**CIAP-PCAB**";

-and-

RELLY EARL M. NOMAN, a private individual consultant, with registered address at Unit 610 Avida Towers, Madrigal Business Park, Ayala Alabang, Alabang 1799, City of Muntinlupa NCR, 4th District, hereinafter referred to as the "**Consultant**".

Collectively referred to as the "**PARTIES**".



WITNESSETH

WHEREAS, the CIAP-PCAB wishes to have the Consultant perform certain services and the Consultant is willing to provide or perform said services.

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

1. **Services** The Consultant shall perform the services for the **Engagement of Consultancy Services for the Enhancement and Maintenance of PCAB Online Licensing Portal** 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 Consultant 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 Consultant, the CIAP-PCAB shall pay an amount not to exceed **Eight Million Pesos (P8,000,000.00)**, 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-PCAB, and upon receipt of billing statement supported by a Certificate of Satisfactory Services Rendered issued by the CIAP-PCAB. Any change in the deliverables and timelines shall be mutually agreed upon in writing between the CIAP-PCAB and the Consultant.

4. **Project Administrator** The CIAP-PCAB 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 Consultant for the logistics, schedules and other necessary works, and recommend payment for the Services rendered by the Consultant.
5. **Performance Standards** The Consultant shall undertake to perform the Services with the highest standards of professional and ethical competence and integrity.
6. **Confidentiality** The Consultant shall submit outputs directly to the designated and authorized CIAP-PCAB coordinator/project manager for review, acceptance, approval and eventual endorsement for
- The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Contract or CIAP-PCAB business or operations, without the prior written consent of the Executive Director or any authorized representative from CIAP-PCAB.
- 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 Consultant for the CIAP-PCAB under this Contract shall belong to and remain the property of CIAP-PCAB. The Consultant may retain copy of the reports or documents provided, exclusively for record purposes, subject to the written approval of the Consultant.
8. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the written approval of the CIAP-PCAB.
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 –
PHILIPPINE CONTRACTOR
ACCREDITATION BOARD
TIN: 000-446-607-000

By:

ATTY. HERBERT D.G MATIENZO
CIAP Executive Director-in-Charge

CHARLOTTE C. DE VERA
Supervising Trade-Industry Development
Specialist

Signed in the presence of:

the Consultant

TIN: 722-284-746-00000

By:

RELLY EARL M. NOMAN
Consultant



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MUNTINLUPA CITY) SS

JUL 19 2024

Before me a notary public for and in MUNTINLUPA CITY, this _____ day of _____ 2024 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
ATTY. HERBERT D.G MATIENZO	P1585416B	TALISAY, BATANGAS 13-SEP-2021	12-SEP-2031
RELLY EARL M. NOMAN	PRN N47220630599P	MNL-SMLP	17-DEC-2025

Known to me to be the same persons who executed this Contract consisting of three (3) 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 _____ 2024 in MUNTINLUPA CITY, Philippines.

JUL 19 2024

Doc. No. 195
Page No. 90
Book No. 320
Series of 2024

NOTARY PUBLIC

ATTY. REYNANG. RETAZO
NOTARY PUBLIC

My Comm. No. NC 23-007 Ends on Dec. 31, 2024
Roll of Attorneys No. 53985
PTR No. 10474125 / Jan. 02, 2024 / Muntinlupa City
IBP No. 386202 / Jan. 02, 2024 / PPLM