

## CONTRACT OF ENGAGEMENT

This **CONTRACT OF ENGAGEMENT** is made and entered into and executed this 5<sup>th</sup> day of September 2024 in the City of Makati, Philippines, by and between:

24-08059

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 Acting Executive Director **ATTY. HERBERT D.G. MATIENZO, LL.M., MPA**, and hereinafter referred to as the "CIAP";

-and-

**JANET N. SAFRANCA**, an individual consultant, with address at 3681 Villa Angelita Subdivision, Barangay 177 Novaliches, 1400 City of Caloocan NCR, Third District, hereinafter referred to as the "Consultant".

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

### WITNESSETH

**WHEREAS**, the CIAP 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:

- Services**

The Consultant shall perform the services for the **Engagement of Technical Assistance for the Continual Improvement of the CIAP's Compliance to PRIME-HRM** 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 Consultant shall perform the Services commencing on 28 August 2024 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 Consultant, CIAP shall pay the Consultant an amount not to exceed **Four Hundred Fifty Thousand Pesos (P450,000.00)**, 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 in Annex A, as certified, duly received or approved by the CIAP, and upon receipt of billing statement supported by a Certificate of Satisfactory Services Rendered by the CIAP. Any change in the deliverables and timelines shall be mutually agreed upon in writing between the CIAP and the Consultant.

**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 of the Consultant's reports and recommend payment for 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 coordinator/project manager for review, acceptance, approval and eventual endorsement.

The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Contract or CIAP's 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, 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 the Consultant for the CIAP under this Contract shall belong to and remain the property of CIAP. The Consultant may retain copy of the reports or documents provided, exclusively for record purposes, subject to the written approval of the CIAP.

**8. Assignment** The Consultant 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

**JANET N. SAFRANCA**  
TIN: 111-587-771-000

By:


By:

  
**ATTY. HERBERT D.G. MATIENZO**  
Acting Executive Director

  
**JANET N. SAFRANCA**  
Consultant  
TIN: 111-587-771-000  


Signed in the presence of:

  
**RUFINO H. TIVIDAD**  
Chief Administrative Officer

  
Pamela T. Puyang  
Administrative Officer II



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA ) SS

Before me a notary public for and in CITY OF MANILA, this SEP 17 2024 day of \_\_\_\_\_ 2024 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
ATTY. HERBERT D.G. MATIENZO	_____	_____	_____

JANET N. SAFRANCA	<u>05CA ID-177-1076726</u>	<u>12 January 2024</u> <u>Caloocan City</u>	_____
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Known to me to be the same persons who executed this Contract consisting of five (5) 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 SEP 17 2024 in CITY OF MANILA, Philippines.

NOTARY PUBLIC

Doc. No. 167  
Page No. 35  
Book No. 28  
Series of 2024

9  
ATTY. JOHN EDWARD TRINIDAD ANG  
Notary Public for City of Manila (since Dec. 31, 2024)  
Notarial Commission No. 2027-091  
2nd Floor Midland Plaza Hotel, Acedo St., Ermita, Manila  
E.B.P. NO. 393541 - Jan. 3, 2024  
P.T.R. NO. 1535522 - Jan. 3, 2024 at Manila  
R.O. No. 68731/MCLE Compliance no. VII-0011575-0411-2025



