

**RENEWAL OF CONTRACT NO. 2024-3-49**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract Renewal (the "Contract"), made and entered into this 3rd day of July 2024 in Makati City, Philippines, by and between:

**THE SECURITIES AND EXCHANGE COMMISSION**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with its principal address at The SEC Headquarters, 7907 Makati Avenue Salcedo Village, Bel-air, Makati City, herein represented by its Management Services Director, Vhincen G. Cañares, who is duly authorized to represent this transaction, herein referred to as "**SEC**";

**Engr. Alden C. Ong**, Filipino of legal age, and a resident of 1178 P. Ocampo Sr. Ext. cor. 1229 M. Unidos St., Makati City, hereinafter referred to as "**CONSULTANT**";

**WITNESSETH, that**

**WHEREAS**, the SEC intended to renew the engagement of the CONSULTANT to **Manage and Supervise the Proposed Building Structural Retrofitting of the SEC Headquarters Building** under Contract No. 2024-3-005;

**WHEREAS**, under Section 53.7 of the revised implementing rules and regulations of Republic Act No. 9184,

*"the term of the individual consultants shall, at the most, be on a six month basis, renewable at the option of the appointing HoPE, but in no case shall exceed the term of the latter"*

**NOW THEREFORE**, and in view of the foregoing premises and in consideration of the mutual covenants and stipulations herein set forth, the parties agreed as follows:

**I. SERVICES AND PRICING**

The required services and deliverables are those stated under the **Terms of Reference**, copy is attached as **Annex A** and made integral part hereof.

The SEC shall pay the CONSULTANT after the delivery at the end of each month the required deliverables in the amount stated in the **Terms of Reference**.

**II. CONFIDENTIALITY**

The CONSULTANT agrees to hold in confidence any non-public information received by him from the SEC, or any of its employees during the course of this engagement and further agrees not to disclose such information to any third party unless (i) SEC gives its prior written authorization, (ii) applicable laws require the CONSULTANT to disclose or otherwise reveal such information, or (iii) such information subsequently becomes part of the public domain.

SEC reserves its right of recourse, including termination of this Contract and the filing/undertaking of the necessary legal actions, against CONSULTANT in the event of violation of this provision.

**III. ACCOUNTABILITY**

A. The CONSULTANT shall have no right or authority to assume or represent the existence of any relation with the SEC except in accordance with this Contract.

B. The SEC shall provide the necessary office equipment, materials and supplies to the CONSULTANT. Provided that, the CONSULTANT shall be held responsible and accountable for the said properties.

Upon termination of this Contract for any cause, the CONSULTANT binds himself to deliver in good order all records, documents, manuals, forms, books and papers and any and all materials and equipment furnished or place in his custody by the SEC in connection with this Contract, it being understood that the same belong exclusively to the SEC.

*M. J.*  
*Aldon*

*J.*

The CONSULTANT shall be held liable for the value above mentioned properties which are damaged or not otherwise returned to the SEC upon termination of this Contract.

- C. It is understood that at the end of the term, the CONSULTANT shall properly turn over his work assignments and all documents acquired in the performance of his duties as Consultant to the SEC. The said turn over shall be evidenced by an appropriate document, describing the nature and quantity of turned over materials, to be signed by the SEC and CONSULTANT or their authorized representative. Failure on the part of the CONSULTANT to abide by this proper turn over provision shall be deemed a violation of this Contract, subject to the imposition of damages.

#### IV. EFFECTIVITY AND TERMINATION

- A. This Contract shall be valid for a period of four (4) months from 18 July 2024 to 17 November 2025 unless sooner terminated by either of the parties in accordance with Article VII and VIII hereof.
- B. This Contract shall automatically be terminated, without the need to further notice, at the end of the term as specified above and may be renewed upon mutual written agreement of both parties, but such renewal shall in no case extend six (6) months or exceed the term of the appointing Head of the Procuring Entity.
- C. The SEC may end the services of the CONSULTANT or terminate this Contract prior to its expiration for any reason. The CONSULTANT is entitled to be notified of the termination of his services and the termination shall be effective only after thirty (30) days from the personal receipt of the notice or through mail in the address stated above.

If the termination is due to breach of contract by the CONSULTANT of any provision of this Contract, applicable damages shall apply.

The termination under this Article, shall only entitle the CONSULTANT to the remaining amount corresponding to the actual services rendered up to the time of termination, without prejudice to applicable damages.

- D. The CONSULTANT may terminate this Contract or end his services, subject to submission of a written notice to the SEC at least thirty (30) days prior to its effectivity.

Should the CONSULTANT serve notice of termination, the SEC may, at its sole discretion, waive or shorten the Notice Period or immediately accept the termination, in which case, the CONSULTANT will not be entitled to any fees for the unserved days from the Notice Period.

#### V. MISCELLANEOUS PROVISIONS

- A. It is expressly understood that there exists no employer-employee relationship between the herein parties, that the services rendered are not considered government service and that the CONSULTANT is not entitled to benefits enjoyed by regular personnel of the SEC.
- B. The CONSULTANT agrees and binds himself to protect and hold the SEC free and harmless from any liability to third person for failure on the part of the CONSULTANT to fulfill his obligations under and pursuant to this Contract.
- C. This CONTRACT may be modified or revised through written agreement between the parties herein, citing the specific clause or items to be revised or modified and the corresponding amendments.
- D. Failure on the part of the SEC to exact or insist upon the strict compliance by CONSULTANT of the terms and conditions of this Contract shall not constitute as a waiver of any of the rights of SEC. No term or condition of this Contract shall likewise be deemed to have been relinquished or waived by the SEC unless the waiver is in writing stating expressly that it is intended to modify or waive the effect of such item or condition.
- E. Should any of the terms and conditions of this Contract be held invalid or declared contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.
- F. The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Contract shall be in the proper court of Makati City, Philippines.




x

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

**SECURITIES AND EXCHANGE COMMISSION**  
TIN No. 000-190-308-000

By:

  
**VINCENT G. CANARES**  
*Authorized Representative of the  
Head of the Procuring Entity*

By:

  
**ALDEN C. ONG**  
*Consultant*

CERTIFIED FUNDS AVAILABLE:

  
**DONDIE Q. ESGUERRA**  
*FMD Director* ✓

**ACKNOWLEDGEMENT**

Republic of the Philippines )  
Makati City ) S. S.

**AUG 2 2024**

BEFORE ME, a designated person to administer oaths on this \_\_\_\_\_ day of July 2024, personally came and appeared the following and presenting competent evidence of identity, as follows:

Name	Evidence of Identity
Vhincen G. Cañares Alden C. Ong	<hr/> <hr/>

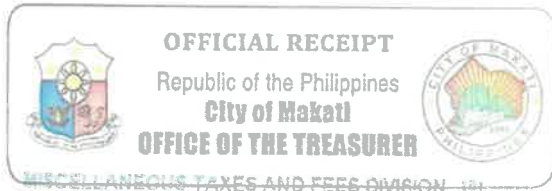
all known to me and to me known to be the same persons who executed this Contract, consisting of \_\_\_\_\_ pages, including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written,

Doc. No. 264  
Page No. 14  
Book No. 111  
Series of 2024

Notary Public

*[Signature]*  
**ATTY. CHARMAINE C IBANEZ**  
Commission No. M-380  
Notary Public for the City of Makati  
Commission expires on December 31 2024  
1049 Teresa Street, Brgy. Valenzuela, Makati City  
PTR No. 10074132; Makati City  
MCLE Compliance No. VN-0029050  
IBP Lifetime No. 013789; Makati City  
Attorney's Roll No. 64432



Accountable Form No. 51  
Revised January, 1992

**ORIGINAL**

DATE: 3/20/24

No. **MKT 10077889**

PAYOR: **ONG, ALDEN C.**

NATURE OF COLLECTION	FUND AND ACCOUNT CODE	AMOUNT
PROFESSIONAL TAX	Php	P 300.00
Sub-Total	Php	300.00
AMOUNT IN WORDS		PHP 300.00
THREE HUNDRED PESOS		
		12/25/2024

Received  Cash  
 Treasury Warrant  
 Check  
 Money Order

Received the Amount Stated Above

**JENNIELYN M. VILLAS**

Treasury Warrant, Check, Money Order Number

Date of Treasury Warrant, Check, Money Order

Cash **PHP 300.00**

**City Treasurer**  
Collecting Officer

**Note:** Write the number and date of this receipt on the back of treasury warrant, check or money order received



LAST NAME: **ONG**  
 FIRST NAME: **ALDEN**  
 MIDDLE NAME: **CHUA**  
 REGISTRATION NO.: **0068261**  
 REGISTRATION DATE: **12/02/1993**  
 VALID UNTIL: **11/26/2025**



**CIVIL ENGINEER**

Professional Regulation Commission  
www.prc.gov.ph

**CERTIFICATION**

This is to certify that the person whose name, photograph, and signature appear herein is a duly registered professional, legally authorized to practice his/her profession with all the rights and privileges appurtenant thereto.

This is to certify further that he/she is a professional in good standing and that his/her certificate of registration/professional license has not been suspended, revoked or withdrawn.

21-4747402

*[Signature]*  
Signature of Professional

*[Signature]*  
**CHARITO A. ZAMORA**