

Cultural Center of the Philippines  
SENTRONG PANGKULTURA NG PILIPINAS

R. Profeta  
Received by

8/7/24, 8:00AM  
Date & Time

### CONTRACT AGREEMENT

AUG 05 2024

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

The **CULTURAL CENTER OF THE PHILIPPINES (CCP)**, a government owned and controlled corporation established by virtue of Executive Order No. 30, series of 1966, located at CCP Complex, Roxas Boulevard, Pasay City, duly represented herein by its President, **KAYE C. TINGA** (hereinafter called “the ENTITY”);

and

**A.C. ONG CONSULTING, INC.**, a private corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Lot 10 Blk. 4 Dona Carmen St., Balibago, Angeles City, Pampanga, represented by its President/CEO, **ENGR. ALDEN C. ONG**, (hereinafter called “the CONSULTANT”):

WHEREAS, the ENTITY intends to rehabilitate its Main Building in order for the same to be a globally competitive and world-class venue that the Filipino people will be proud of;

WHEREAS, the ENTITY acknowledges that the established CONSULTANT is the Building Audit designers and engineers on record of CCP Main Building, and that the Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, allow contracting with a specific supplier for scientific, scholarly, or artistic work, exclusive technology, and media services;

WHEREAS, the ENTITY is desirous that the CONSULTANT, as the firm conducted the CCP Main Building Audit, execute the **Designer’s Technical and Supervision Support Services During the Implementation of the CCP Main Building Rehabilitation Projects** with Contract No. BAC-CON24-005 (hereinafter called “the Works”); and

WHEREAS, the ENTITY has accepted the offer for **SIX MILLION EIGHT HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED FIFTY-SIX PESOS AND 80/100 (PHP6,874,156.80) ONLY**, inclusive of Value Added Tax (VAT), by the CONSULTANT for the execution and completion of such services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
  - (a) Consultant’s Financial Proposal;
  - (b) General and Special Conditions of Contract;



- (c) Terms of Reference (TOR)
- (d) Mayor's/Business Permit;
- (e) Professional License/Curriculum Vitae of required key personnel;
- (f) Certificate of PhilGEPS Registration;
- (g) Income/Business Tax Return;
- (h) BAC Resolution No. 006-2024
- (i) CCP Board Resolution for the approval of the TOR;
- (j) Performance Security;
- (k) Notice of Award
- (l) Notice to Proceed (NTP)
- (m) Other contract documents that may be required by existing laws and/or the and/or the CCP concerned in the PBDs. The CONSULTANT agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the acceptance of the terms and reference, shall likewise form part of the Contract.

3. Contract Price:

In consideration of the payments be made by the ENTITY to the CONSULTANT for the sum of **Six Million Eight Hundred Seventy-Four Thousand One Hundred Fifty-Six Pesos and 80/100 (Php6,874,156.80) only**, inclusive of Value Added Tax (VAT), the CONSULTANT hereby covenants with the ENTITY to execute and complete the services for the Works and remedy any defects therein in conformity with the provisions of this CONSULTANT in all respects.

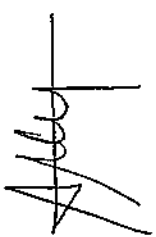
4. Obligation of the Parties:

The ENTITY hereby covenants to pay the CONSULTANT in consideration of the execution and completion of the services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

The CONSULTANT hereby covenants to execute and complete the Services and remedy any defects therein in conformity with the provisions of this Contract in all respects, including the submission of official receipts and documents in support of claims for reimbursable items, if any. In the absence of official receipts/documents when claiming for reimbursable costs, the CONSULTANT shall submit a certification of actual expenditures made under oath.

5. Period of Agreement:

This Agreement shall be for a period of **Twenty-Four (24) Months or Seven Hundred Twenty (720) Calendar Days**, commencing from the date of receipt of the NTP by the CONSULTANT. This duration will exclude regular holidays and any unworkable days caused by force majeure events such as disasters, severe weather conditions, building unavailability, and other similar circumstances.



6. Terms of Payment:

- (a) The Advance Payment for Mobilization shall be 15% in accordance with the Annex "F" of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 for the Contract implementation guidelines for the procurement of consulting services.
- (b) The progress payment shall be monthly in uniform amount for twenty-four (24) months less the recoupment of the Advance Payment.
- (c) The above fee includes all out-of-pocket expenses incurred during the execution of the services, such as transportation, communications, office/engineering supplies and equipment, printing, and other incidental expenses.
- (d) The Terms of Payment shall be every month. Payments shall be due within forty-five (45) days upon receipt of the billing statement.

7. In consideration of the payments to be made by the ENTITY to the CONSULTANT, the CONSULTANT hereby covenants to execute and complete the services and remedy any defects therein in conformity with the provisions of this Contract in all respects.

8. Liquidated Damages:

If the CONSULTANT fails to deliver any or all of the Services within the period(s) specified in this Contract, the ENTITY shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule. Once the amount of liquidated damages reaches ten percent (10%) of the total amount of contract, the ENTITY may consider termination of this Contract pursuant to GCC Clause 27.

9. No Employer – Employee Relationship:

This Agreement shall not create an employer-employee relationship between the ENTITY and the CONSULTANT, nor shall the services rendered herein be considered as government service. The CONSULTANT shall not be entitled to any and all benefits enjoyed by the regular personnel of the government.

10. Amendments:

Any amendment to this Agreement shall be made in writing and signed by the ENTITY and the CONSULTANT.

11. Settlement of Disputes:

All actions, disputes, and controversies that may arise from, or in relation to, this Contract involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion.



Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be submitted to arbitration in the Philippines according to the provisions of R.A. No. 876, otherwise known as the "Arbitration Law" and R.A. No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2001." Whenever necessary to promote Arbitration or to seek judicial relief, the Parties agree that any legal action, suit or proceeding arising out of or relating to the Contract shall be instituted in any competent court of Pasay City, to the exclusion of other courts of equal jurisdiction.

12. Separability Clause:

If any provision of this Contract is declared invalid, all other provisions not affected thereby shall remain valid. To overturn the invalidity, the parties may amend or modify said provision/s in conformity with the objective of this Contract.

13. Entire Agreement:

This contract represents the entire agreement and the attached documents shall constitute an integral part of the agreement, except as otherwise modified or amended by the mutual agreement of the parties, subject to compliance with the R.A. No. 9184 and contract review of the Office of the Government Corporate Counsel (OGCC).

14. Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same instrument or be deemed as one agreement.

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

SIGNED by the PARTIES on \_\_\_\_\_, at Pasay City, Philippines.

For the ENTITY

By:

  
KAYE C. TINGA

President

For the CONSULTANT

By:

  
ENGR. ALDEN C. ONG

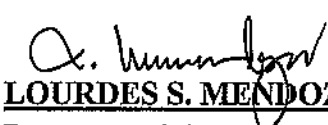
President/CEO

Signed in the presence of:

  
JOSE VICTOR M. GAITE

Vice President for Administration

Within budget:

  
LOURDES S. MENDOZA

Department Manager III, FSD

1860401000 (OP) § 6, 274, 156.80 DP

(JVM to Remob)

24-08-2906

# ACKNOWLEDGEMENT

Republic of the Philippines)  
City of CITY OF MANILA

**BEFORE ME**, personally appeared:

Name	Identification Document	Expiry Date
KAYE C. TINGA	Passport No. P5561880A	January 08, 2028


Known to me to be the same person who executed the foregoing CONTRACT and she acknowledged to me that the signature her affixed confirms his voluntary act and that of the entity he represents.

AUG 05 2024

CITY OF MANILA

SIGNED AND SEALED on \_\_\_\_\_ 2024 in \_\_\_\_\_

Doc. No. 247 ;  
Page No. 51 ;  
Book No. XVI ;  
Series of 2024

  
ATTY. JOHN EDWARD TRINIDAD ANG  
Notary Public for City of Manila - Until Dec. 31, 2024  
Notarial Commission No. 2023-091  
2<sup>nd</sup> Floor Midland Plaza Hotel, Adriatico St., Ermita, Mla.  
I.B.P. NO. 393541-Jan. 3, 2024  
P.T.R. NO. 1535522 - Jan. 3, 2024 at Manila  
ROCL No. 68731/MCLE Compliance No. VII-0011575-04/14/2025

# ACKNOWLEDGEMENT

Republic of the Philippines)

City of CITY OF MANILA

**BEFORE ME**, personally appeared:


Name	Identification Document	Expiry Date
ENGR. ALDEN C. ONG	PRC ID Reg No. 0068251	November 26, 2025

Known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature he affixed confirms his voluntary act and that of the entity he represents.

**CITY OF MANILA**

**SIGNED AND SEALED** on AUG 05 2024 in \_\_\_\_\_.

Doc. No. 203 ;  
Page No. 42 ;  
Book No. 221 ;  
Series of 2024

  
**ATTY. JOHN EDWARD TRINIDAD ANG**  
Notary Public for City of Manila Until Dec. 31, 2024  
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2<sup>nd</sup> Floor Midland Plaza Hotel, Adriatico St., Ermita, Mla.  
I.B.P. NO. 393541-Jan. 3, 2024  
P.T.R. NO. 1535522 Jan 3, 2024 at Manila  
ROLL No. 68731/MCLE-Compliance No. VII-0011575-9414/2025



**OFFICIAL RECEIPT**  
 Republic of the Philippines  
**City of Makati**  
**OFFICE OF THE TREASURER**

MISCELLANEOUS TAXES AND FEES DIVISION

Accountable Form No. 51  
 Revised January, 1992

**ORIGINAL**

DATE: 1/5/2024

NO. **MKT 10077889**

PAYOR: **ONG, ALDEN C.**

TRAN. #: 0413422

NATURE OF COLLECTION	FUNDING ACCOUNT CODE	AMOUNT
PROFESSIONAL TAX	PHP	300.00
<b>Sub-Total</b>	PHP	<b>300.00</b>
AMOUNT IN WORDS		PHP 300.00
THREE HUNDRED PESOS		

12/31/2024

Received:  Cash  
 Treasury Warrant  
 Check  
 Money Order

Received the Amount Stated Above:  
**JENNELYN M. VILLAS**

Treasury Warrant, Check, Money Order Number: \_\_\_\_\_

Date of Treasury Warrant, Check, Money Order: \_\_\_\_\_

CASH - PHP 300.00

City Treasurer  
 Collecting Office

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

Professional Regulation Commission  
**PROFESSIONAL IDENTIFICATION CARD**



LAST NAME: **ONG**  
 FIRST NAME: **ALDEN**  
 MIDDLE NAME: **CHUA**  
 REGISTRATION NO.: **0068251**  
 REGISTRATION DATE: **12/02/1993**  
 VALID UNTIL: **11/26/2026**



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.

**CHARITO A. ZAMORA**  
 Signature of Professional