



Republika ng Pilipinas  
 PAMAHALAANG LUNGSOD NG TACLOBAN  
 (City Government of Tacloban)  
 Kanhuraw Hill, Tacloban City 6500  
 Tel. Nos. 325-3950

### CONTRACT AGREEMENT

THIS AGREEMENT, made this 25th day of June, 2021 between City Government of Tacloban of the Philippines (hereinafter called the "Entity") and **KML BUILDERS AND CONSTRUCTION SUPPLY** at 187, P. Gomez St., Brgy. 26, Tacloban City (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **Road Rehabilitation at Brgy.109-A, Purok VII, Tacloban City /POW# 21-004** (hereinafter called "the Works") and the Entity has accepted the Bid for **Eight Million Five Hundred Sixty-one Thousand Pesos and 00/100 (Php8,561,000.00)** by the Contractor for the execution and completion of such Works 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. POW;
- d. PERT/CPM;
- e. Performance Security in the amount required in Section 39 of the RIRR of RA 9184; or

Performance Securing Declaration (PSD) allowed under GPPB Resolution No. 09-2020, dated 7 May 2020, Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity, or Implementation of Community Quarantine or Similar Restrictions, to wit:

*"Section 6. In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel **allow** PEs to accept alternate documentary requirements for procurement activities during a State of Calamity, or implementation of community quarantine or similar restrictions declared or being implemented either in the locality of the PE*

or of the Bidder:

*Section 6.4 Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:*

- a) *Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. A copy of the PSD form is attached hereto as Annex "A";*
  - b) *An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and*
  - c) *The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be. The BAC shall determine or validate the existence of the State of Calamity, or implementation of community quarantine or similar restrictions and may require the submission of documentary proof for this purpose (Presidential Proclamation 1021, dated 16 September 2020, Extending the Period of the State of Calamity Throughout the Philippines Due to Corona Virus Disease 2019 Declared Under Proclamation No. 929, s. 2020, effective 13 September 2020 up to 12 September 2021);"*
- f. Notice of Award of Contract and the Bidder's conforme thereto; and
  - g. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Eight Million Five Hundred Sixty-one Thousand Pesos & 00/100 (Php8,561,000.00)** or such other sums as may be ascertained, **KML BUILDERS AND CONSTRUCTION SUPPLY** agrees to execute and complete the Works and remedy any defects therein in accordance with his/her/its Bid.
  4. The City Government of Tacloban agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
  5. That in case of dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of Contract, Section 59.2 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act shall govern.
  6. Parties, further agree that any dispute arising from the implementation of the contract will be submitted for **ARBITRATION** in Tacloban City **ONLY AND** in accordance with RA 876 otherwise known as "The Arbitration Law".

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

BY THE AUTHORITY OF THE CITY MAYOR  
CITY GOVERNMENT OF TACLOBAN  
Owner  
ATTY. ANA ALIZA A. QUILLOPE  
OIC-CITY ADMINISTRATOR  
ALFRED S. ROMUALDEZ  
City Mayor  
(Party of the First Part)

KML BUILDERS AND CONSTRUCTION  
SUPPLY  
Contractor  
MARGARET DY LEUNG  
Proprietor  
(Party of the Second Part)

SIGNED IN THE PRESENCE

ROY ROMUALDEZ

ACKNOWLEDGEMENT

Republic of the Philippines)  
Province of \_\_\_\_\_ ) S.S.  
Tacloban City \_\_\_\_\_ )

BEFORE ME, a Notary Public for in the above jurisdiction personally appeared the following:

- 1. **ALFRED S. ROMUALDEZ/**  
Authorized Representative : \_\_\_\_\_  
Competent Evidence of Identity : \_\_\_\_\_  
Date/Place Issued : \_\_\_\_\_
- 2. **MARGARET DY LEUNG /**  
Proprietor : \_\_\_\_\_  
Competent Evidence of Identity : \_\_\_\_\_  
Date/Place Issued : \_\_\_\_\_

Known to me to be the same person/s who executed the foregoing instruments and acknowledgement to me that the same is their own free will and voluntary act and deed as well as the entity represented.

WITNESS my hand and seal on the date and place stated above.

Doc. No. 126 ;  
Page No. 85 ;  
Book No. 10 ;  
Series of 2021

ATTY. VIRGINIA A. BRAZIL  
NOTARY PUBLIC  
NC# 2020-0144  
UNTIL DECEMBER 31, 2021  
IBP LIFETIME MEMBER  
O.R. NO. 102098C 05/20/15  
LEYTE CHAPTER  
PTR NO. 8090768 01/04/2021  
TACLOBAN CITY