

Republic of the Philippines  
**CAMARINES NORTE STATE COLLEGE**  
Daet, Camarines Norte

**CONTRACT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This CONTRACT AGREEMENT is made and entered into this DEC 11 2023 11<sup>TH</sup> day of 2023, by and between:

**CAMARINES NORTE STATE COLLEGE (CNSC)**, a government educational institution created by R.A. 7352, with principal office at **F. Pimentel Avenue, Daet, Camarines Norte**, represented by its President **MARLO M. DE LA CRUZ, Ph.D., PECE** Head of the Procuring Entity, hereinafter referred to as "ENTITY".

-AND-

**CENTURY GLASS CONSTRUCTION & SUPPLY**, with principal business address at **Traders Road Central Plaza Complex, Lag-on, Daet, Camarines Norte** represented by its Proprietress, **LEONORA D. DELOS SANTOS**, hereinafter referred to as the "CONTRACTOR"

**WHEREAS**, the ENTITY invited Bids for **CENTRAL BUSINESS PROCESSING CENTER (COMPLETION OF ENTRANCE PAVILION AND ENTREPRENEURSHIP BUILDING) PART 2, LOT 1-INFRASTRUCTURE** in the amount of **Two Million, Six Hundred Eighty One Thousand, Two Hundred Sixty Seven Pesos and 72/100 (P 2,681,267.72)** hereinafter called the "Contract Price", and has accepted the Bid of the CONTRACTOR as the single calculated and responsive bid as per **BAC Resolution No. 063** dated **September 11, 2023** broken down as follows:

**BILL OF QUANTITIES**

Project Title: Central Business Processing Center (Completion of Entrance Pavilion and Entrepreneurship Building) Part 2, Lot 1-Infrastructure

Location of the Project: Camarines Norte State COLLEGE-Main Campus, Daet, Camarines Norte

| Item No.  | DESCRIPTION  | Unit | Qty.  | Unit Price (Pesos) | Bid Offer (Pesos) |
|---|--|------|-------|--------------------|-------------------|
| <b>LOT 1 - INFRASTRUCTURE</b>                                     |  |      |       |                    |                   |
| <b>PART I - GENERAL REQUIREMENTS</b>                              |  |      |       |                    |                   |
| B.5   | Project Billboard/Sign Board   | each | 1.00  | 10,034.06          | 10,034.06         |
| B.7(2)  | Occupational Safety and Health   | l.s. | 1.00  | 47,932.50          | 47,932.50         |
| B.9   | Mobilization/Demobilization  | l.s. | 1.00  | 19,890.57000       | 19,890.57         |
| <b>PART II - CIVIL, PLUMBING, ELECTRICAL AND MECHANICAL WORKS</b> |  |      |       |                    |                   |
| <b>PART A. FINISHING</b>  |  |      |       |                    |                   |
| <b>A.1 Fabricated Materials</b>                                   |  |      |       |                    |                   |
| 1012(4)a2   | Tempered Glass Doors, Frameless, 12mm thk, with Stainless H-Type Door Handle, with Frosted Sticker, Complete Lockset and Accessories                                       | sq.m | 22.68 | 12,356.48000       | 280,244.97        |
| 1012(5)a2   | 10mm thk Tempered Glass Awning-Type Window with Aluminum Framing in Powder Coated Finish c/w Complete Lockset and Accs. with Proper Waterproofing System                   | sq.m | 10.12 | 7,613.02           | 77,043.76         |
| 1012(5)a3   | 10mm thk Tempered Glass Aluminum Framed Casement Type Window with Security Grilles in Powder Coated Finish c/w Complete Lockset and Accs. With Proper Waterproofing System | sq.m | 52.56 | 7,510.92           | 394,773.96        |
| 1012(5)a4   | 12mm thk Fixed Tempered Glass Window with Frosted Sticker Design and Proper Waterproofing Sealant  | sq.m | 40.11 | 8,665.25           | 347,563.18        |

|                               |   |       |       |             |                     |
|-------------------------------|---|-------|-------|-------------|---------------------|
| 1012(5)a5                     | 12mm thk Fixed Tempered Glass Transaction Counter Window  | sq.m  | 15.21 | 7,698.10    | 117,088.10          |
| 1003(16)                      | Solid Phenolic Compact Board - Melamine Laminated (19mm thk) - including with complete accessories                        | sq.m. | 33.95 | 3,147.29    | 106,850.50          |
| 1003(16)a                     | Urinal Divider (400 x 1500 mm) 13mm HPL Solid Phenolic Board. w/ Melamine Laminated - including with complete accessories | sets  | 4.00  | 2,191.88    | 8,767.52            |
| <b>A.2. Finishing Works</b>   |   |       |       |             |                     |
| 1003(1)e1                     | Ceiling, Gypsum Board (for repair)  | sq.m. | 2.44  | 747.70000   | 1,824.39            |
| 1030(1)                       | Acoustic Ceiling Panel  | sq.m. | 4.32  | 1,014.76000 | 4,383.76            |
| 1016(1)a                      | Waterproofing with Fiber Mesh Reinforcement   | sq.m. | 504   | 809.95000   | 408,214.80          |
| 1032(1)b                      | Painting Works (Gypsum)   | sq.m. | 8.56  | 748.25000   | 6,405.02            |
| <b>PART B. PLUMBING WORKS</b> |   |       |       |             |                     |
| 1002(8)                       | Plumbing Fixtures (Bidet Spray - Heavy Duty)  | lot   | 1     | 36,828.75   | 36,828.75           |
| <b>PART C. ELECTRICAL</b>     |   |       |       |             |                     |
| 1100(19)                      | Conduits, Boxes and Fittings  | lot   | 1     | 21,387.19   | 21,387.19           |
| 1100(18)                      | Wires and Wiring Devices  | lot   | 1     | 30,686.25   | 30,686.25           |
| 1102(21)                      | Panel Boards  | lot   | 1     | 179,294.06  | 179,294.06          |
| 1103(1)                       | Lighting Fixtures   | lot   | 1     | 9,863.44    | 9,863.44            |
| 1208(1)                       | Fire Alarm System   | lot   | 1     | 157,657.50  | 157,657.50          |
|                               | Testing and Commissioning   | lot   | 1     | 2,644.69    | 2,644.69            |
| <b>PART D. MECHANICAL</b>     |   |       |       |             |                     |
| 1201 (1)                      | Water Pumping System  | lot   | 1     | 411,888.75  | 411,888.75          |
|                               | <b>TOTAL</b>  |       |       |             | <b>2,681,267.72</b> |

The whole work of the Contract shall be completed within **Sixty (60) Calendar Days**, in accordance with the Provision of the Bid Documents.

**NOW THIS AGREEMENT WITNESSETH THAT:**

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein 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 the 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 for, 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 the request for clarifications on the bid) including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation.

- (c) Performance Security;
- (d) Notice of Award or Contract and the Bidder's conforme thereto; and
- (e) 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. For and in consideration of the payment to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to implement the infrastructure project and to remedy defects therein in conformity with the provisions of the contract in all respects;
4. The Entity hereby covenants to pay the Contractor in consideration of the project implemented, the Contract Price and such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed in the contract;
5. That the Entity shall, upon a written request of the Contractor make an advance payment to the contractor in an amount equal to fifteen (15%) percent of the total contract price;
6. That the advance payment shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity;
7. That the advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments; and
8. It is hereby mutually agreed upon, that the Contractor shall remain liable for a period of fifteen (15) years from and after the date of final acceptance from any damages/defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of the terms of the contract. The Contractor shall post an irrevocable stand-by letter of credit in favor of the government to answer and substitute for the retention and shall not be released and shall be made answerable within the period of the warranty. The contractor shall also be held responsible for warranty against structural defects stated on Sec. 62.2.3.2 of RA 9184.
9. The CONTRACTOR hereby agree that no personnel from **CENTURY GLASS CONSTRUCTION & SUPPLY** will be allowed to stay overnight from 6:00 PM to 6:00 AM in any CNSC construction site, except for their company guards which shall be properly documented before they are allowed to stay by CNSC Security Personnel.




**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, this \_\_\_ day of **DEC 11 2023** 2023.

WE HAVE READ AND FULLY UNDERSTAND THE FOREGOING STATEMENTS.

For the ENTITY:

For the CONTRACTOR:

  
**MARLO M. DE LA CRUZ, Ph.D., PECE**  
College President  
Camarines Norte State College  
Daet, Camarines Norte

  
**LEONORA D. DELOS SANTOS**  
Proprietress/General Manager  
Century Glass Construction & Supply  
Traders Road Central Plaza Complex,  
Lag-on, Daet, Camarines Norte

Signed in the Presence of:

  
\_\_\_\_\_

  
\_\_\_\_\_

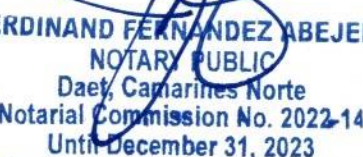
#### ACKNOWLEDGMENT

Republic of the Philippines ]  
Province of Camarines Norte ]s.s.  
Municipality of Daet ]

BEFORE ME, Notary Public, personally appeared, DR. MARLO M. DE LA CRUZ, PECE and LEONORA D. DELOS SANTOS, known to me to be the same persons who executed the foregoing CONTRACT AGREEMENT and acknowledged to me that the same is their free act and deed, and that they have exhibited to me their valid/government issued I.D.s

WITNESS MY HAND AND SEAL this **DEC 11 2023** day of \_\_\_\_\_ 2023.

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Series of 2023

  
**FERDINAND FERNANDEZ ABEJER**  
NOTARY PUBLIC  
Daet, Camarines Norte  
Notarial Commission No. 2022-14  
Until December 31, 2023  
Admitted in the BAR on May 4, 2022  
PTR OR No. 7339784  
IBP OR No. 257333  
Attorney's Roll No. 76101