

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 14 NOV 2023 TH 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-

JVM CEGUERA CONSTRUCTION AND SUPPLY, with principal business address at **Highway 1, Francia, Iriga City** represented by its Proprietor, **JULIO VICTOR MARLO D. CEGUERA**, hereinafter referred to as the "CONTRACTOR"

WHEREAS, the ENTITY invited Bids for the **REPAIR AND REHABILITATION OF GUEST HOUSE, CNSC Main Campus, Daet, Camarines Norte** in the amount of **Two Million, One Hundred Ninety Nine Thousand, Eight Hundred Forty Eight Pesos and 51/100 (P 2,199,848.51)** hereinafter called the "Contract Price", and has accepted the Bid of the CONTRACTOR as the lowest calculated and responsive bid as per **BAC Resolution No. 062 dated August 7, 2023** broken down as follows:

BILL OF QUANTITIES

Project Title: Repair and Rehabilitation of Guest House

Location of the Project: CNSC, Main Campus, Daet, Camarines Norte

Item No.	DESCRIPTION	Unit	Qty.	Unit Price (Pesos)	Bid Offer (Pesos)
PART II - GENERAL REQUIREMENTS					
II.1	Installation of Temporary Perimeter Fence (3.0m height)	ln. m	12.00	2,501.75	30,021.00
B.5	Project Billboard/Sign Board	each	2.00	4,898.04	9,796.08
B.7(2)	Occupational Safety and Health	l.s.	1.00	21,262.50	21,262.50
B.9	Mobilization/Demobilization	l.s.	1.00	10,500.00	10,500.00
PART III - CIVIL, ELECTRICAL, MECHANICAL AND PLUMBING WORKS					
PART A. DEMOLITION/REMOVAL WORKS					
800(1)	Clearing	sq.m.	73.97	40.70	3,010.58
A.1	Removal of Doors, Windows and Grilles	pcs	9.00	256.11	2,304.99
A.2	Removal of CHB Wall	sq.m.	84.90	34.08	2,893.39
A.3	Removal of Roofing Sheets	sq.m.	87.55	66.09	5,786.18
A.4	Removal of Roofing Frames	sq.m.	73.97	78.22	5,785.93
A.5	Removal of Ceiling Boards and Frames	sq.m.	71.43	121.51	8,679.46
A.6	Removal of Electrical Lines, Lighting Fixtures, etc.	sq.m.	73.97	82.52	6,104.00
A.7	Removal of Plumbing Fixtures and Lines	sq.m.	5.95	2,431.06	14,464.81
PART B. EARTHWORKS					
803(1)b	Structure Excavation (Common Soil)	cu.m.	9.86	419.83	4,139.52
804(1)b	Embankment from Common Borrow by Equipment	cu.m.	84.69	683.77	57,908.48

07/11/23

804(4)	Gravel Bedding, G1	cu.m.	12.67	1,830.74	23,195.48
1000(1)	Soil Poisoning	sq.m.	126.66	199.07	25,214.21
PART C. PLAIN AND REINFORCED CONCRETE WORKS					
900(2)c	Structural Concrete for Wall Footing (3000 psi, 28 days)	cu.m.	3.42	7,833.13	26,789.30
900(2)c	Structural Concrete for Column (3000 psi, 28 days)	cu.m.	1.46	8,658.91	12,642.01
900(2)c	Structural Concrete for SOF & SOG (3000 psi, 28 days)	cu.m.	10.96	6,392.90	70,066.18
902(1)	Reinforcing Steel of Reinforced Concrete Structures	kgs.	794.75	70.93	56,371.62
903(2)	Formworks and Falseworks	sq.m.	26.54	1,409.08	37,396.98
PART D. FINISHING					
1016(1)a	Waterproofing, cement-base	sq.m.	64.07	72.51	4,645.72
1046(2)a1	CHB Non Load Bearing (Including Reinforcing Steel) 100mm	sq.m.	124.74	419.06	52,273.54
1027(1)	Cement Plaster Finish	sq.m.	289.99	382.42	110,897.98
1021(1)a	FF-01, Plain Cement Floor Finish	sq.m.	33.55	525.44	17,628.51
1018(2)	FF-02, Porcelain Tiles (600mm x 600mm)	sq.m.	26.09	1,252.63	32,681.12
1018(2)	FF-03, Porcelain Tiles (300mm x 600mm)	sq.m.	21.97	1,351.04	29,682.35
1018(2)	FF-04, Porcelain Tiles (200mm x 1200mm)	sq.m.	29.75	1,955.92	58,188.62
1018(2)	Kitchen Decorative W all Ceramic Tiles, (300mm x 300mm)	sq.m.	1.89	2,898.00	5,477.22
1018(2)	T&B W all Ceramic Tiles, (600mm x 600mm)	sq.m.	9.42	1,112.65	10,481.16
1018(2)	T&B Decorative Wall Tiles, (300mm x 600mm)	sq.m.	2.36	1,760.27	4,154.24
1018(2)	T&B Decorative Wall Tiles, (100mm x 200mm)	sq.m.	18.00	2,122.68	38,208.24
1010(2)b	D1 - Wooden Door, Panel, Single Leaf Swing Door (1000mm x 2150mm)	set	1.00	15,129.24	15,129.24
1007	D2 - Aluminum Sliding Door (2500mm x 2100mm)	set	2.00	38,061.24	76,122.48
1007	D3 - Aluminum Sliding Door (1700mm x 2150mm)	set	1.00	26,806.92	26,806.92
1010(2)b	D4 - Wooden Door, Panel, Single Leaf Swing Door (800mm x 2150mm)	set	2.00	9,916.62	19,833.24
1010(2)b	D5 - Wooden Door, Panel, Single Leaf Swing Door (900mm x 2150mm)	set	2.00	14,620.62	29,241.24
1006	D6 - Steel Door, Single Leaf Swing Door (800mm x 1500mm)	set	1.00	19,324.62	19,324.62
1008	W1 - Aluminum Sliding Type Window (1000mm x 900mm)	set	1.00	6,859.02	6,859.02
1008	W2 - Aluminum Awning Type Window (600 mm x 600mm)	set	2.00	3,048.78	6,097.56
1008	W3 - Aluminum Sliding Type Window (1600mm x 1200mm)	set	1.00	14,056.14	14,056.14
1008	W4 - Aluminum Fixed Type Window (3312mm x 788mm)	set	1.00	18,923.61	18,923.61
1008	W5 - Aluminum Fixed Type Window (6008mm x 312mm x 784mm, trapezoidal)	set	1.00	23,769.90	23,769.90
D.1	2" x 2" Steel Matting framed by 2" x 2" x 3mm Angle Bar	set	2.00	3,836.12	7,672.24
CL.01	CL-01, Smooth Cement Ceiling	sq.m.	4.38	204.06	893.78
CL.02	CL-02, 8mm Thk PVC Ceiling Panel and Frames	sq.m.	68.99	1,001.80	69,114.18
CL.03	CL-03, 4.5mm thk Fiber Cement Board Ceiling and Frames	sq.m.	15.62	862.05	13,465.22
CL.04	CL-04, 10mm Thk Clear Solid Polycarbonate Sheet and Tubular Frame	sq.m.	8.58	12,118.01	103,972.53
D.2	WPC Slat Fluted Wall Panel	sq.m.	7.08	4,617.63	32,692.82
D.3	Railings	m	5.31	1,158.95	6,154.02
D.4	Built-in Hanging Cabinet (Kitchen)	set	1.00	4,624.62	4,624.62
D.5	Built-in Undersink Cabinet (Kitchen)	set	1.00	5,818.26	5,818.26
D.6	Built-in Lavatory Cabinet (Comfort Rooms)	set	2.00	2,165.02	4,330.04
1032(1)a	Painting Works (Masonry/Concrete)	sq.m.	458.50	237.13	108,724.11
1032(1)b	Painting Works (Fiber Cement Board)	sq.m.	15.62	426.14	6,656.31
PART E. ROOF AND ROOF FRAMING WORKS					
1047(2)	Roof Beam, Gr. A36, W 200 x 22.5	kgs	1197.86	77.60	92,953.94
E.1	Good Lumber Framing	bd.ft	178.50	88.02	15,711.57
1047(2)c	Structural Steel (Purlins)	kgs.	809.78	73.56	59,567.42
1014(1)b1	Prepainted Metal Sheets, 0.6mm, Rib Type Long Span	sq.m.	100.79	707.08	71,266.59
1013(2)c	Fabricated Metal Roofing Accessory (Gutter, 0.6mm thk)	m	11.50	396.27	4,557.11
1013(2)	Metal Roofing Accessory (Flashing, 0.6mm thk)	m	19.45	414.93	8,070.39

1013(2)	Metal Roofing Accessory (End Flashing, 0.6mm thk)	m	7.95	441.93	3,513.34
PART F. PLUMBING & SANITARY WORKS					
1047(2)	Sewer Line Works	lot	1.00	16,258.20	16,258.20
1001(9)	Storm Drainage and Downspout	lot	1.00	8,823.53	8,823.53
1002(1)	Cold Waterline Works	lot	1.00	17,264.86	17,264.86
1002(5)	Sanitary/ Plumbing Fixtures and Toilet Accessories	lot	1.00	67,297.78	67,297.78
PART G. ELECTRICAL WORKS					
1100(19)	Conduits, Boxes and Fittings	lot	1.00	37,008.72	37,008.72
1100(18)	Wires and Wiring Devices	lot	1.00	178,088.74	178,088.74
1102(21)	Panel Boards	lot	1.00	35,338.80	35,338.80
1103(1)	Lighting Fixtures	lot	1.00	74,650.84	74,650.84
PART H. MECHANICAL WORKS					
1200(13)a	Airconditioning (Package/Split Type)	lot	1.00	84,742.56	84,742.56
1202(6)a1	Fire Extinguisher 10lbs Class ABC with Bracket	lot	1.00	5,800.62	5,800.62
	TOTAL				2,199,848.51

The whole work of the Contract shall be completed within **Seventy Five (75) 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;

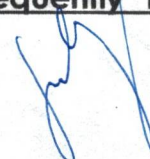
Bid for, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to the request for clarifications on the bid) including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation.

(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**

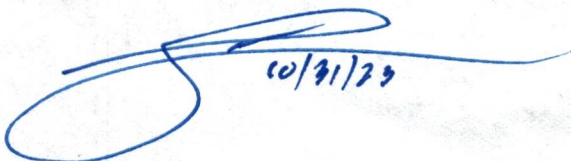
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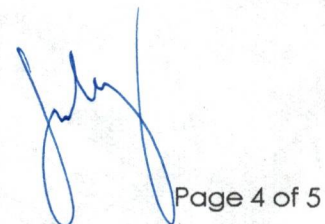


submission after the contract execution, such as the Notice to Proceed, variation Orders, and Warranty Security, shall likewise form part of the Contract.

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 **JVM CEGUERA CONSTRUCTION AND 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 14 NOV 2023 2023.



10/31/23

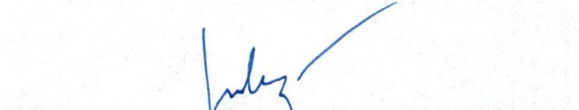

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WE HAVE READ AND FULLY UNDERSTAND THE FOREGOING STATEMENTS.

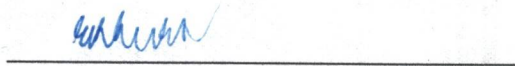
For the ENTITY:

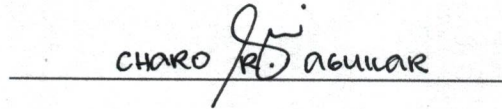
For the CONTRACTOR:


10/01/23
MARLO M. DE LA CRUZ, Ph.D., PECE
College President
Camarines Norte State College
Daet, Camarines Norte


JULIO VICTOR MARLO D. CEGUERA
Proprietor/General Manager
JVM Ceguera Construction and Supply
Purok-5, Salvacion
Daraga, Albay

Signed in the Presence of:



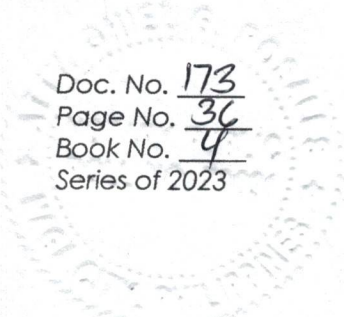

CHARO R. AGUILAR

ACKNOWLEDGMENT

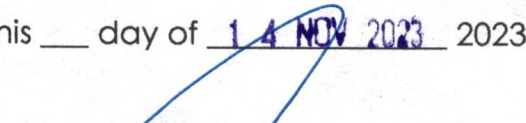
Republic of the Philippines]
Province of Camarines Norte]s.s.
Municipality of Daet]

BEFORE ME, Notary Public, personally appeared, DR. MARLO M. DE LA CRUZ, PECE and JULIO VICTOR MARLO D. CEGUERA, 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 ___ day of 14 NOV 2023 2023.



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Book No. 4
Series of 2023


ATTY. GHIES G. ROSALES
NOTARY PUBLIC
NAGA CITY, CAM. SUP. UNTIL DECEMBER 31, 2024
ROLL No. 79031, COMM. SERIAL No. 23/26, UNTIL 12/31/24
MCLE No. VIII-0005266, JSP No. 211599
PTR No. 7688567 ISSUED 1/7/2023, NAGA CITY
DR. 2 PRIETO BLDG. PANGANIBAN DRIVE,
BRGY. DINAGA, NAGA CITY, CP # 0917773306