

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 ___TH day of ~~APRIL~~ APRIL 2024, 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 **RENOVATION OF COLLEGE OF ENGINEERING MAIN BUILDING (CLASSROOMS TO LABORATORIES), DAET, CAMARINES NORTE** in the amount of **Two Million, Three Hundred Twenty Three Thousand, Seven Hundred Seven Pesos and 10/100 (₱ 2,323,707.10)** 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. 072** dated **February 12, 2024** broken down as follows:

BILL OF QUANTITIES

Project Title: Renovation of College of Engineering Main Building (Classrooms to Laboratories), Daet, Camarines Norte
 Location of the Project: Camarines Norte State COLLEGE-Main Campus, Daet, Camarines Norte

Item No.	DESCRIPTION	Unit	Qty.	Unit Price (Pesos)	Bid Offer (Pesos)
PART I - FACILITIES FOR THE ENGINEER					
A.1.1(3)	Provision of Field Office for the Engineer	I.s.	1.00	23,461.20	23,461.20
PART II - GENERAL REQUIREMENTS					
B.20	Installation of Temporary Perimeter Fence (3m height)	ln. m.	48.32	3,515.84851	169,885.80
B.5	Project Billboard/Sign Board (2.4m x 2.4m)	each	1.00	5,569.20	5,569.20
B.7(2)	Occupational Safety and Health	I.s.	1.00	51,616.95	51,616.95
B.9	Mobilization/Demobilization	I.s.	1.00	17,133.67	17,133.67
PART III - REPAIR AND RECONSTRUCTION WORKS					
PART A.1 - Removal of Existing Structures					
801(6)a	Removal of Existing Walls, Doors, and Windows, including Chipping of Floor Tiles and Dismantling of Ceiling, Hauling and Turnover to GSO	sq.m.	458.52	165.15310	75,726.00
PART B - Masonry Works					
1046(2)a1	100mm CHB Non-Load Bearing (including Reinforcing Steel)	sq.m.	51.90	1,341.03815	69,599.88
PART C - Finishing Works					
1027(1)	Cement Plaster Finish	sq.m.	192.52	215.06129	41,403.60
1018(a)	60x60cm Homogeneous Floor Tiles	sq.m.	23.70	2,490.75949	59,031.00
1032(1)a	Painting Works (Cement Surfaces)	sq.m.	261.96	228.47000	59,850.00
1032(1)b	Painting Works (Fiber Cement/Gypsum Board Surface)	sq.m.	148.84	261.58291	38,934.00

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PART D - Ceiling Works					
1003(1)a1	Ceiling, 4.5mm Fiber Cement Board on Metal Framing	sq.m.	56.88	929.16139	52,850.70
PART E - Plain and Reinforced Concrete Works					
900(2)c	Structural Concrete for Lintel Beams of Doors and Windows (20.7 MPa @ 28 days)	cu.m.	1.30	10,603.38462	13,784.40
902(1)a	Reinforcing Steel of Reinforced Concrete Structures Grade 40	kg.	194.96	95.94122	18,704.70
903(2)	Formworks and Falseworks	sq.m.	32.40	640.69444	20,758.50
PART F - Fabricated Materials					
1010(2)b 1	2.0mW x 2.10mHt Single Swing 10mm Thk Clear Tempered Glass Double Door with Aluminum Frame and Door Handle in White Powder Coat Finish, including Complete Accessories	set	6.00	40,005.00	240,030.00
1010(2)b 2	1.0mW x 2.10mHt Single Swing 10mm Thk Clear Tempered Glass Door with Aluminum Frame and Door Handle in White Powder Coat Finish, including Complete Accessories	set	6.00	20,002.50	120,015.00
1010(2)b 3	7.60mW x 2.8mHt 10mm Thk Clear Tempered Glass Partition Wall, Door, and Transom with Aluminum Frame and Door Handle in White Powder Coat Finish, including Complete Accessories	set	3.00	130,947.60	392,842.80
1012(4)b 1	3.3mW x 0.7mHt Clear Tempered Glass Fixed Window (10mm thk) with Aluminum Frame in Powder Coat Finish	set	18.00	15,302.70	275,448.60
1012(4)b 2	3.3mW x 1.1mHt Clear Tempered Glass Fixed Window (10mm thk) with Aluminum Frame in Powder Coat Finish	set	6.00	22,787.10	136,722.60
1012(4)b 3	1.9mW x 1.1mHt Clear Tempered Glass Fixed Window (10mm thk) with Aluminum Frame in Powder Coat Finish	set	6.00	14,055.30	84,331.80
1012(4)b 4	0.9mW x 1.1mHt Clear Tempered Glass Fixed Window (10mm thk) with Aluminum Frame in Powder Coat Finish	set	6.00	6,715.80	40,294.80
1003(2)	12mm Thk Each Face 2Hr. Fire Rated Gypsum Partition Wall	sq. m.	39.14	1,613.14768	63,138.60
1010(2)a 1	0.90mW x 2.10mHt Single Swing Flush Door, Marine Plywood on Both Faces in Paint Finish, including Complete Accessories	set	2.00	8,158.50	16,317.00
PART G - ELECTRICAL WORKS					
1100(19)	Conduits, Boxes and Fittings	lot	1.00	48,951.00	48,951.00
1100(18)	Wires and Wiring Devices	lot	1.00	101,530.80	101,530.80
1102(21)	Panel Boards	lot	1.00	46,620.00	46,620.00
1103(1)	Electrical Fixtures	lot	1.00	13,608.00	13,608.00
PART I - Plumbing Works					
1001(8)	Sewer Line Works	lot	1.00	19,656.00	19,656.00
1002(1)	Cold Waterline Works	lot	1.00	5,890.50	5,890.50
	TOTAL				2,323,707.10

The whole work of the Contract shall be completed within **Sixty Five (65) 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 standby 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.

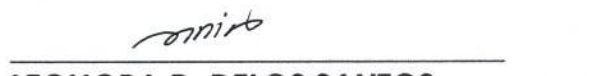
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, this ___ day of APR 01 2024 2024.

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 ___ day of APR 01 2024 2024.

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ATTY. FAY FRANCES R. SANTIAGO
NOTARY PUBLIC
Notarial Commission No. 2023-20
UNTIL DECEMBER 31, 2025
Attorney's Roll No. 69466
PTR No. 5514650 - 12/04/2023
IBP No. 365921 - 11/06/2023
MCLE Compliance No. VII-0009036