

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 \_\_\_<sup>TH</sup> day of APR 15 2024, 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-

**PHILIANS ENGINEERING AND CONSTRUCTION SUPPLY**, with principal business address at **Purok-5, Barangay Matnog, Basud, Camarines Norte** represented by its Proprietor, **ARMIN JESUS R. NAGERA**, hereinafter referred to as the "CONTRACTOR"

**WHEREAS**, the ENTITY invited Bids for the **INSTALLATION OF STREET LIGHTS IN CNSC CAMPUSES** in the amount of **One Million, Two Hundred Seventy Two Thousand, Three Hundred Fifty Pesos and 82/100 (P 1,272,350.82)** 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. 068** dated **December 27, 2023** broken down as follows:

**BILL OF QUANTITIES**

Project Title: Installation of Street Lights in CNSC Campuses

Location of the Project: CNSC Main, IFMS, CANR and COTT Campus

Item No.	DESCRIPTION	Unit	Qty.	Unit Price (Pesos)	Bid Offer (Pesos)
<b>PART I - GENERAL REQUIREMENTS</b>					
B.5	Project Billboard/Signboard (2.44m x 2.44m)	each	1	9,726.15	9,726.15
B.7(2)	Occupational Safety and Health Program	lot	1	84,885.57	84,885.57
B.9	Mobilization/Demobilization	lot	1	10,500.00	10,500.00
<b>PART II - CIVIL WORKS</b>					
<b>PART A - EARTH WORKS</b>					
803(1)a	Structure Excavation (Common Soil)	cu.m.	19.01	189.72	3,606.58
804(4)	Gravel Bedding	cu.m.	1.73	836.33	1,446.85
<b>PART B. PLAIN AND REINFORCED CONCRETE WORKS</b>					
900(2)c	Structural Concrete (Class A, 20.7 Mpa @ 28 days): Lamp Post Pedestal Foundation	cu.m.	8.44	7,994.67	67,475.01
902(1)a	Reinforcing Steel of Reinforced Concrete Structures Grade 40	kg.	513.05	63.26	32,455.54
903(2)	Formworks and Falseworks	sq.m.	32.51	322.00	10,468.22
<b>PART C. FINISHING WORKS</b>					

C.1. Finishing Works					
1027(1)	Cement Plaster Finish	sq.m.	15.23	154.65	2,355.32
1047(2)a	Structural Steel in Primer Paint Finish	kg	273.84	206.67	56,594.51
1045(1)	GI Pipe , 3",Seamless, Schedule 40 in Primer Paint Finish	pc	27.00	2,727.09	73,631.43
1047(3)a1	16mm Dia. X 150mm Anchor Bolts, M16 with Nut and Washer	each	108.00	37.43	4,042.44
C.2. Painting Works					
1032(1)a	Painting Works (Cement Plaster Finish)	sq.m.	15.23	246.54	3,754.80
PART III - ELECTRICAL WORKS					
1103(1)	Lighting Fixtures	lot	1.00	911,408.400000	911,408.40
	<b>TOTAL</b>				<b>1,272,350.82</b>

The whole work of the Contract shall be completed within **Ninety Five (95) 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 **PHILIANS ENGINEERING AND 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 15 2024 2024.

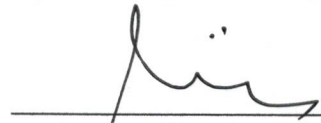


WE HAVE READ AND FULLY UNDERSTAND THE FOREGOING STATEMENTS.

For the ENTITY:

For the CONTRACTOR:

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

  
**ARMIN JESUS R. NAGERA**  
Proprietor  
Philians Engineering and  
Construction Supply  
Purok-5, Barangay Matnog  
Basud, Camarines Norte

Signed in the Presence of:

  
**ELOISA R. LUKBAN, MPA**

  
**JENNIFER F. LORENA**

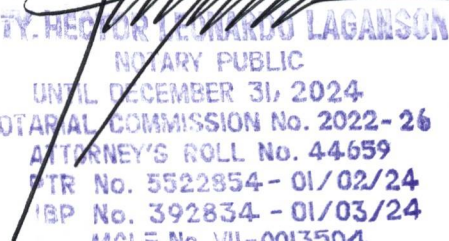
ACKNOWLEDGMENT

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 ARMIN JESUS R. NAGERA, 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 APR 15 2024 day of \_\_\_\_\_ 2024.

Doc. No. 145  
Page No. 93  
Book No. 146  
Series of 2024

  
**ATTY. HECTOR LEONARDO LAGANSON**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
NOTARIAL COMMISSION No. 2022-26  
ATTORNEY'S ROLL No. 44659  
PTR No. 5522854 - 01/02/24  
IBP No. 392834 - 01/03/24  
MCLE No. VII-0013504  
DAET, CAMARINES NORTE