

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 06 NOV 2023 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-

**AVZ CONSTRUCTION AND SUPPLY**, with principal business address at **Purok-Atis, Barangay Gubat, Daet, Camarines Norte** represented by its Proprietor, **ARNOL V. ZAMORA**, hereinafter referred to as the "CONTRACTOR"

**WHEREAS**, the ENTITY invited Bids for **REPAIR AND REHABILITATION OF COMFORT ROOMS, CNSC Main Campus, Daet, Camarines Norte** in the amount of **One Million, Three Hundred Ninety Thousand, Fifty Six Pesos and 53/100 (P 1,390,056.53)** 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. 061** dated **August 7, 2023** broken down as follows:

**BILL OF QUANTITIES**

Project Title: Repair and Rehabilitation of Comfort Rooms

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

Item No.	DESCRIPTION	Unit	Qty.	Unit Price (Pesos)	Bid Offer (Pesos)
<b>PART I - FACILITIES FOR THE ENGINEER</b>					
A.1.1(3)	Provision of Field Office for the Engineer	l.s.	1.00	18,220.7000	18,220.70
<b>PART II - GENERAL REQUIREMENTS</b>					
B.5	Project Billboard/Sign Board (2.4m x 2.4m)	each	1.00	62,412.1600	62,412.16
B.7(2)	Occupational Safety and Health	l.s.	1.00	6,100.0000	6,100.00
B.9	Mobilization/Demobilization	l.s.	1.00	10,370.00	10,370.00
<b>PART III - REPAIR AND RECONSTRUCTION WORKS</b>					
<b>PART A. GRADUATE SCHOOL BUILDING</b>					
<b>PART A.1 - Earthworks</b>					
803(1)a	Structure Excavation (Ground Floor Slab for Wall Footing)	cu.m.	2.99	712.0067	2,128.90
804(4)	Gravel Bedding	cu.m.	0.72	2,706.3611	1,948.58
804 (1)b	Backfill and Compaction (Common Borrow)	cu.m.	1.19	1,469.8908	1,749.17
<b>PART A.2 - Removal of Existing Structures</b>					
801(6)a	Removal of Existing CHB Wall for Window Opening, Walls, Doors, Window, Water Closets, and Lavatory Counter	sq.m.	44.01	143.04022	6,295.20
801(6)b	Chipping of Existing Wall Tiles	sq.m.	23.31	193.6508	4,514.00
801(6)c	Removal of Sliding/Folding Steel Door	sq.m.	5.4	155.8889	841.80
<b>PART A.3 - Masonry Works</b>					

1046(2)a1	100mm CHB Non-Load Bearing (including Reinforcing Steel)	sq.m.	33.68	800.3895	26,957.12
1027(1)a	Repair and Cement Patch Work for Areas Covered by Repiping	lot	1.00	6,394.0200	6,394.02
<b>PART A.4 - Finishing Works</b>					
1027(1)	Cement Plaster Finish	sq.m.	36.09	275.84372	9,955.20
1018(a)	15x90cm Wood Plank Tiles in Chevron Pattern	sq.m.	26.65	1,045.3400	27,858.31
1018(b)	60x60cm Plain Ceramic Wall Tiles in Glossy Finish	sq.m.	43.64	1,208.8254	52,753.14
1018(c)	30x60cm Décor Wall Tiles with Chevron Pattern in Glossy Finish	sq.m.	8.33	1,385.7683	11,543.45
1018(d)	10x20cm Subway Tiles in Glossy Finish	sq.m.	13.72	1,380.7106	18,943.35
1018(e)	60x60cm Porcelain Tiles in Non-Slip Finish	sq.m.	30.54	1,210.9132	36,981.29
1018(f)	Concrete Ramp Groove and Pebble Wash-out Finish	sq.m.	2.89	1,936.0415	5,595.16
1018(g)	30x30cm Tactile Pavers	sq.m.	0.72	6,040.1944	4,348.94
1032(1)a	Painting Works (Cement Surfaces)	sq.m.	36.09	400.0748	14,438.70
1032(1)b	Painting Works (Fiber Cement Board Surface)	sq.m.	29.77	368.6124	10,973.59
606 (1)	Acetone Acrylic Floor Markings (PWD Signage)	sq.m.	0.36	12,344.0556	4,443.86
1018(4)	12mm thk Solid Surface in Marble Look Finish	sq.m.	4.22	2,915.6777	12,304.16
<b>PART A.5 - Ceiling Works</b>					
1003(1)a1	Ceiling, 4.5mm Fiber Cement Board on Metal Framing	sq.m.	29.75	929.9066	27,664.72
1003(1)a2	Ceiling Cove, 4.5mm Fiber Cement Board on Metal Framing	l.m.	11.50	1,029.3096	11,837.06
<b>PART A.6 - Carpentry and Joinery Works</b>					
1003(16)	19mm thk Solid HPL Phenolic Partition and Door in Beige Glossy Finish with complete Stainless Accessories	sq.m.	17.81	3,629.5856	64,642.92
1003(14)	Phenolic Shelf, 19mm Solid HPL in Beige Glossy Finish	sq.m.	0.98	7,815.4694	7,659.16
1003(4)	Lavatory Counter Cabinet	lot	1	11,014.7800	11,014.78
<b>PART A.7 - Plain and Reinforced Concrete Works</b>					
900(2)c	Structural Concrete for Lavatory Counter, Lintel Beams for Doors and Windows, Column and Beam Stiffener, Ramp, and Wall Footing (20.7 MPa @ 28 days)	cu.m.	2.50	6,846.6400	17,116.60
902(1)a	Reinforcing Steel of Reinforced Concrete Structures Grade 40	kg.	221.75	97.9239	21,714.62
903(2)	Formworks and Falseworks	sq.m.	11.94	801.5829	9,570.90
1021(3)a	Floor Topping (Ready to Receive Tiles)	cu.m.	7.31	720.1505	5,264.30
<b>PART A.8 - Fabricated Materials</b>					
1010(2)b 1	0.9mW x 2.15mHt x 50mm thk Solid Tanguile Single-Leaf Swing Door with 50mm x 100mm Jamb and Louver in Dark Brown Ducco Paint Finish, and Complete S.S. Hardware and Accessories	set	3.00	13,948.6667	41,846.00
1010(2)b 2	1.0mW x 2.15mHt x 50mm thk Solid Tanguile Single-Leaf Swing Door in Dark Brown Ducco Paint Finish with 50mm x 100mm Solid Tanguile Jamb, Stainless Steel Kick Plate, Hook, and PWD Signage, and Complete Door Accessories	set	1.00	16,747.5600	16,747.56
1012(4)b 1	2.4mW x 0.6mHt Clear Tempered Glass Awning Window (10mm thk) with Aluminum Frame in Powder Coat Finish	set	2.00	17,690.0000	35,380.00
1051(5) 1	50mmØ Stainless Steel Pipe High Grade Pure 304 in Satin Finish (Ramp Handrail)	ln.m.	20.78	1,449.8807	30,128.52
1051(5) 2	38.1mmØ Stainless Steel PWD Grab Bars in Satin Finish	lot	1.00	23,502.7000	23,502.70
1002(20)	8mm thk Facial Mirror on 12.5mm thk Marine Plywood Backing with Silicon Sealant	sq.m.	4.58	3,842.2009	17,597.28
<b>PART A.9 - Plumbing/Sanitary Works</b>					
1001(8)	Sewer Line Works	lot	1.00	32,232.4000	32,232.40
1002(24)	Waterline Works	lot	1.00	27,668.3800	27,668.38
1002(5)	Sanitary/ Plumbing Fixtures	lot	1.00	162,748.0000	162,748.00
<b>PART A.9 - Electrical Works</b>					
1100(19)	Conduits, Boxes and Fittings	lot	1.00	17,314.8600	17,314.86
1100(18)	Wires and Wiring Devices	lot	1.00	21,740.4000	21,740.40
1103(1)	Electrical Fixtures	lot	1.00	36,124.2000	36,124.20
<b>PART A.10 - Mechanical Works</b>					
1200 (5)a	Exhaust Fan (Ceiling Mounted) Female Toilet	set	1.00	28,203.3600	28,203.36
1200 (5)a	Exhaust Fan (Ceiling Mounted) Male Toilet	set	1.00	24,293.2600	24,293.26
1200 (5)a	Exhaust Fan (Ceiling Mounted) PWD Toilet	set	1.00	20,761.3600	20,761.36
<b>PART B. PHYSICAL PLANT DIVISION OFFICE</b>					
<b>PART B.1 - Removal of Existing Structures</b>					

801(6)a	Removal of Existing Door, Window and Grilles, Built-in Shelves, Water Closet, and Ceiling	sq.m.	3.88	650.8763	2,525.40
801(6)b	Chipping of Existing Floor Tiles	sq.m.	1.36	1,237.9412	1,683.60
<b>PART B.2 - Masonry Works</b>					
1046(2)a1	100mm CHB Non-Load Bearing (including Reinforcing Steel)	sq.m.	0.99	2,308.1414	2,285.06
1027(1)a	Repair and Cement Patch Work for Areas Covered by Repiping	lot	1.00	1,917.8400	1,917.84
<b>PART B.3 - Finishing Works</b>					
1018(h)	10x20cm Subway Tiles Tiles in Beveled Glossy Finish	sq.m.	3.01	1,889.2990	5,686.79
1018(i)	20x60cm Light Wood Ceramic Wall Tiles in Matte Finish	sq.m.	1.18	2,883.6610	3,402.72
1018(j)	30x60cm Dark Gray Ceramic Wall Tiles in Matte Finish	sq.m.	0.99	3,280.3333	3,247.53
1018(k)	30x60cm Dark Gray Ceramic Floor Tiles in Matte Finish	sq.m.	1.26	2,752.4286	3,468.06
1002(20)	50x70cm LED Backlit Facial Mirror	set	1.00	3,294.0000	3,294.00
1032(1)a	Repainting Works (Cement Surfaces)	sq.m.	3.72	1,121.1237	4,170.58
1032(1)b	Painting Works (Fiber Cement Board Surface)	sq.m.	1.36	1,961.8676	2,668.14
<b>PART B.4 - Ceiling Works</b>					
1003(1)a1	Ceiling, 4.5mm Fiber Cement Board on Metal Framing	sq.m.	1.36	2,674.1324	3,636.82
<b>PART B.5 - Fabricated Materials</b>					
1010(2)b 3	0.7mW x 2.15mHt x 50mm thk PVC Panel Single-Leaf Swing Door in Wood Grain Finish with 50mm x 100mm PVC Jamb in Wood Stain Finish, Louver, and Complete Door Accessories	set	1.00	6,395.8600	6,395.86
1012(4)b 1	0.4mW x 0.4mHt Clear Tempered Glass Awning Window (10mm thk) with Aluminum Frame in Powder Coat Finish	set	1.00	6,344.0000	6,344.00
<b>PART B.6 - Plumbing/Sanitary Works</b>					
1001(8)	Sewer Line Works	lot	1.00	12,456.2000	12,456.20
1002(24)	Cold Waterline Works	lot	1.00	8,804.7400	8,804.74
1002(5)	Sanitary/ Plumbing Fixtures and Toilet Accessories	lot	1.00	24,345.1000	24,345.10
<b>PART B.7 - Electrical Works</b>					
1100(19)	Conduits, Boxes and Fittings	lot	1.00	5,059.9600	5,059.96
1100(18)	Wires and Wiring Devices	lot	1.00	4,800.7000	4,800.70
1103(1)	Electrical Fixtures	lot	1.00	4,602.4600	4,602.46
<b>PART C. ESF BUILDING</b>					
<b>PART C.1 - Removal and Reinstallation of Existing Structures</b>					
801(6)a	Removal of Existing Ceiling and Reinstallation of Ceiling Fixtures	sq.m.	15.49	145.7069	2,257.00
801(6)c	Dismantling of Existing Wall Tiles, Urinals and Phenolic Partitions, including Reinstallation of Fixtures	sq.m.	23.54	95.8794	2,257.00
<b>PART C.2 - Masonry Works</b>					
1027(1)a	Repair and Cement Patch Work for Areas Covered by Repiping	lot	1.00	3,195.1800	3,195.18
<b>PART C.3 - Finishing Works</b>					
1018(a)	15x90cm Wood Plank Tiles in Chevron Pattern	sq.m.	4.13	1,094.3172	4,519.53
1018(b)	60x60cm Plain Ceramic Wall Tiles in Glossy Finish	sq.m.	19.41	1,467.4946	28,484.07
1032(1)b	Painting Works (Fiber Cement Board Surface)	sq.m.	15.49	466.4984	7,226.06
<b>PART C.4 - Ceiling Works</b>					
1003(1)a1	Ceiling, 4.5mm Fiber Cement Board on Metal Framing	sq.m.	15.49	950.9542	14,730.28
<b>PART C.5 - Plumbing/Sanitary Works</b>					
1001(8)	Sewer Line Works	lot	1.00	13,645.7000	13,645.70
<b>PART D. ENGINEERING BUILDING</b>					
<b>PART D.1 - Removal of Existing Structures</b>					
801(6)a	Removal of Existing Ceiling	sq.m.	23.35	36.0514	841.80
801(6)c	Dismantling of Existing Floor Tiles, Water Closets, Urinals, and Partitions, including Reinstallation of Fixtures	sq.m.	24.07	93.7682	2,257.00
<b>PART D.2 - Masonry/Concrete Works</b>					
1027(1)a	Repair and Cement Patch Work for Areas Covered by Repiping and Provision of Zocalo Wall	lot	1.00	3,195.1800	3,195.18
<b>PART D.3 - Finishing Works</b>					
1018(e)	60x60cm Porcelain Tiles in Non-Slip Finish	sq.m.	25.02	1,264.2162	31,630.69

1032(1)b	Painting Works (Fiber Cement Board Surface)	sq.m.	23.35	408.1122	9,529.42
<b>PART D.4 - Ceiling Works</b>					
1003(1)a1	Ceiling, 4.5mm Fiber Cement Board on Metal Framing	sq.m.	23.35	943.9983	22,042.36
<b>PART D.5 - Miscellaneous Repair Works</b>					
1027(1)b	Repair of Concrete Door Jamb and Replacement of Door Lockset	lot	2.00	905.8500	1,811.70
<b>PART D.6 - Plumbing/Sanitary Works</b>					
1001(8)	Sewer Line Works	lot	1.00	16,131.4600	16,131.46
1002(5)a	Plumbing Fixtures and Devices	lot	1.00	6,212.8600	6,212.86
<b>PART D.7 - Electrical Works</b>					
1100(19)	Conduits, Boxes and Fittings	lot	1.00	8,092.8800	8,092.88
1100(18)	Wires and Wiring Devices	lot	1.00	7,570.1000	7,570.10
1103(1)	Lighting Fixtures	lot	1.00	9,558.7000	9,558.70
<b>PART D.8 - Mechanical Works</b>					
1201 (1)	Water Pumping System	lot	1.00	13,227.8600	13,227.86
	<b>TOTAL</b>				<b>1,390,056.53</b>

The whole work of the Contract shall be completed within **Seventy (70) 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 **AVZ 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 **NOV 06 2023**.

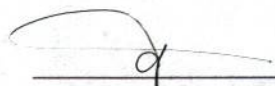
WE HAVE READ AND FULLY UNDERSTAND THE FOREGOING STATEMENTS.



For the ENTITY:

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

For the CONTRACTOR:

  
**ARNOL V. ZAMORA**  
 Proprietor/General Manager  
 AVZ Construction and Supply  
 Purok-Atis, Barangay Gubat,  
 Daet, Camarines Norte

Signed in the Presence of:

  
 \_\_\_\_\_

  
 \_\_\_\_\_

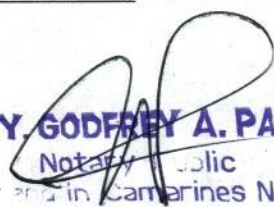
**ACKNOWLEDGMENT**

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 ARNOL V. ZAMORA, 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 NOV 06 2023 day of \_\_\_\_\_ 2023.

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 Series of 2023

  
**ATTY. GODFREY A. PARALE**  
 Notary Public  
 For and in Camarines Norte  
 Notarial Commission No. 2022-24  
 Until December 31, 2024  
 Roll No. 53896: 6/8/2007 Manila  
 PTR No. 7340554: 12/19/22 Daet  
 MCLE Compliance No VII-002270