

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 18 JUN 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-

**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 **IMPROVEMENT OF HOT AND COLD LABORATORY IN FOOD SERVICE BUILDING-2<sup>ND</sup> PUBLICATION** in the amount of **Two Million, Four Hundred Fifty Three Thousand, Five Hundred Twenty Four Pesos and 38/100 (P 2,453,524.38)** 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. 074** dated **May 21, 2024** broken down as follows:

**BILL OF QUANTITIES**

Project Title: Improvement of Hot and Cold Laboratory in Food Service Building-2<sup>nd</sup> Publication

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

Item No.	DESCRIPTION	Unit	Qty.	Unit Price (Pesos)	Bid Offer (Pesos)
<b>PART I - GENERAL REQUIREMENTS</b>					
B.5	Project Billboard/Sign Board (2.40m x 2.40m)	each	1.00	7,737.50	7,737.50
B.7(2)	Occupational Safety and Health	l.s.	1.00	25,000.00	25,000.00
B.9	Mobilization/Demobilization	l.s.	1.00	37,500.00	37,500.00
<b>PART II - CIVIL, MECHANICAL, ELECTRICAL AND SANITARY/PLUMBING WORKS</b>					
<b>PART A - Earthworks</b>					
801(6)a	Removal of CHB Wall Partition, Concrete Canopy and Window	lot	1.00	20,125.00	20,125.00
803(1)a	Structure Excavation (Common Soil)	cu.m	6.77	3,128.2319	21,178.13
804(1)a	Embankment from Structure Excavation	cu.m	17.80	1,958.2163	34,856.25
804(4)	Gravel Bedding (0.10m thk)	cu.m	4.20	2,218.75	9,318.75
<b>PART B. PLAIN AND REINFORCED CONCRETE WORKS</b>					
900(1)c2	Structural Concrete for Footing, Column, Beam and Slab on Fill	cu.m.	6.45	9,855.3302	63,566.88
902(1)a1	Reinforcing Steel of Reinforced Concrete Structures G-40	kg.	590.79	85.33183	50,413.19
903(2)	Formworks	lot	1.00	34,525.00	34,525.00
<b>PART C. FINISHING</b>					
<b>C.1 Masonry Works</b>					

1046(2)a1	100mm CHB Non-Load Bearing (including Reinforcing Steel)	sq.m.	61.48	899.04896	55,273.53
<b>C.2 Fabricated Materials</b>					
C.2.1	12mm THK Clear Tempered Glass Door with Aluminum Powder Coated Frame and Jambs with complete Hardware and Accessories	sq.m.	5.25	7,500.00	39,375.00
C.2.2	Sliding Window, 10mm thk. Clear Glass (Aluminum, Powder Coated White)	sq.m.	3.52	5,625.00	19,800.00
C.2.3	900mm W x 2100mm H Single Panel Door (Solid Wood Frame and Jamb) with Stainless Steel Door Handle and Lockset	set	1.00	18,125.00	18,125.00
C.2.4	900mm W x 2100mm H Single Flush Door, 1/2" thk Plywood Panel (Wood Frame and Jamb) with Stainless Steel Door Handle and Lockset in Ducco Paint Finish	sets	3.00	16,875.00	50,625.00
C.2.5	Fabricated Door Protection (3/4" G.I. Pipe Frame, 10mmx10mm Square Bar Members, in Gray Paint Finish, with Heavy Duty Barrel Bolt Lock)	set	1.00	10,000.00	10,000.00
<b>C.3 Finishing Works</b>					
1021(3)a	Floor Topping Plain	sq.m	6.15	662.6016	4,075.00
1027(1)	Cement Plaster Finish	sq.m	122.95	394.06263	48,450.00
1003(2)	12mm Fiber Cement Board on Metal Frame Double Wall Partition	sq.m.	42.60	1,410.5195	60,088.13
1003(1)e1	Ceiling, Metal Frame, 4.5mm thk Fiber Cement Board	sq.m	63.03	1,259.7871	79,404.38
1018(2)	Unglazed Tiles (600mm x 600mm Homogenous Tiles)	sq.m.	52.63	1,956.3088	102,960.53
<b>C.4 Painting Works</b>					
1032(1)a	Painting Works (Masonry/Painting)	q.m.	205.48	433.71009	89,118.75
1032(1)b	Painting Works (Wood Painting)	sq.m.	148.22	409.86372	60,750.00
1032(1)c	Painting Works (Metal Painting)	sq.m.	131.87	416.3191	54,900.00
<b>C.5 Steel Works</b>					
1047(1)	Structural Steel, Columns and Roof Beams	lot	1.00	44,200.00	44,200.00
1047(6)	Metal Structures Accessories (Steel Plates)	kg	238.59	125.99	30,059.95
1047(3)a	Metal Structures Accessories (Anchor Bolts)	kg	22.57	738.3598	16,664.78
<b>C.6 Roof and Roofing Works</b>					
1014(1)b1	Prepainted Metal Sheets (Rib,Type, 0.60mm thk.)	sq.m.	62.64	800.7623	50,159.75
1013(2)b	Fabricated Metal Roofing (Prepainted Wall Flashing)	m	20.62	449.4243	9,267.13
1013(2)c	Fabricated Metal Roofing (Prepainted Gutter, 0.60mm thk)	m	15.56	702.1292	10,925.13
1047(2)a	Structural Steel, Trusses	kg	133.73	188.8577	25,255.94
1047(2)b	Structural Steel, Purlins	kg	399.29	130.9953	52,305.11
1047(3)a	Metal Structure Accessories (Bolts)	kg	4.42	829.7376	3,667.44
<b>PART D. PLUMBING/SANITARY WORKS</b>					
1001(8)	Sewer Line Works	lot	1.00	55,081.25	55,081.25
1002(1)	Cold Waterline Works	lot	1.00	65,843.75	65,843.75
1001(9)	Storm Drainage and Downspout	lot	1.00	26,912.50	26,912.50
1002(5)	Sanitary/ Plumbing Fixtures	lot	1.00	93,934.38	93,934.38
<b>PART E. ELECTRICAL WORKS</b>					
1100(19)	Conduits, Boxes and Fittings	l.s.	1.00	49,268.75	49,268.75
1100(18)	Wires and Wiring Devices	l.s.	1.00	72,668.75	72,668.75
1102(21)	Panel Boards	l.s.	1.00	60,175.00	60,175.00
1103(1)	Lighting Fixtures	l.s.	1.00	181,906.25	181,906.25
<b>PART F. MECHANICAL WORKS</b>					
	Fuel Gas Line	l.s.	1.00	79,937.50	79,937.50
	Ventilation	l.s.	1.00	390,625.00	390,625.00
	Airconditioning (Package/Split Type)	l.s.	1.00	137,500.00	137,500.00
	<b>TOTAL</b>				<b>2,453,524.38</b>

The whole work of the Contract shall be completed within **Fifty (50) 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.

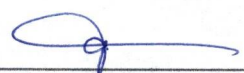
**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, this \_\_\_ day of 18 JUN 2024.

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

  
**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 \_\_\_ day of 18 JUN 2024 2024.

Doc. No. 5K  
Page No. 103  
Book No. 510  
Series of 2024

  
**ATTY. GODERE A. PARALE**  
NOTARY PUBLIC

For and in Camarines Norte  
Notarial Commission No. 2022-24-  
Until December 31, 2024  
Roll No. 53896: 4/30/2007 Manila  
PTR No. 7340554: 12/19/22 Daet  
MCLE Compliance No. VII-0022797

