# 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 MH is 17 112025 agy of 2025, 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 CONSTRUCTION OF TWO BUILDING THREE STOREY COTT ACADEMIC BUILDING COMPLEX-PHASE 2 (LOT 1-INFRASTRUCTURE), Camarines Norte State College-COTT, Orange Hill, Jose Panganiban, Camarines Norte in the amount of Forty One Million, Six Hundred Eight Thousand, Two Hundred Nine Pesos and 75/100 (\$\mathbf{P}\$41,608,209.75) 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. 01 dated February 3, 2025 broken down as follows:

#### **BILL OF QUANTITIES**

Project Title: Construction of Two Building Three Storey Cott Academic Building Complex-Phase 2 (LOT 1-INFRASTRUCTURE),

Location of the Project: Camarines Norte State College-COTT, Orange Hill, Jose Panganiban, Camarines Norte

Item	DESCRIPTION	Unit	Qty.	Unit Price	Bid Offer	
No.				(Pesos)	(Pesos)	
LOT 1 - INF	RASTRUCTURE COMPONENT					
PART I - FA	ACILITIES FOR THE ENGINEER					
A.1.1(3)	Provision of Field Office for the Engineer	I.s.	1.00	28,917.00	28,917.00	
PART II - G	ENERAL REQUIREMENTS					
B.5	Project Billboard/Sign Board (2.4m x 2.4m)	each	2.00	3,889.620	7,779.24	
B.7(2)	Occupational Safety and Health	I.s.	1.00	485,079.840	485,079.84	
B.9	Mobilization/Demobilization	l.s.	1.00	157,500.00	157,500.00	
PART III - 0	CIVIL WORKS					
PART A. E	ARTHWORKS	<u> </u>		*		
A.1	Removal of CHB Partition Wall	sq.m.	66.50	108.000	7,182.00	
803(1)a	Structural Excavation (Common Soil)	cu.m.	344.26	1,429.60553	492,156.00	
804(1)a	Embankment from Structural Excavation	cu.m.	166.01	511.55954	84,924.00	
804(1)b	Embankment from Common Borrow by Equipment	cu.m.	75.48	509.1415	38,430.00	
804(4)	Gravel Bedding	cu.m.	29.76	2,180.342	64,886.98	
1000(1)	Soil Poisoning	sq.m.	284.50	131.53603	37,422.00	

A.2	Dewatering	cu.m.	167.97	126.0225	21,168.0
	AND REINFORCED CONCRETE WORKS				
900(2)c	Structural Concrete (20.6MPa, 28 days): Wall Footing, Slab-on-grade, Stair-on-grade, Lintel Beams, Canopy, and Counter Tops	cu.m.	62.53	7,654.1826	478,616.0
900(5)	Structural Concrete (27.6MPa, 28 days): Foundation Footing	cu.m.	57.64	7,610.1027	438,646.3
900(5)	Structural Concrete (27.6MPa, 28 days): Beam & Girder	cu.m.	81.71	7,240.1503	591,592.6
900(5)	Structural Concrete (27.6MPa, 28 days): Column & Shear Wall	cu.m.	192.53	7,038.1075	1,355,046.8
900(5)	Structural Concrete (27.6MPa, 28 days): Suspended Slab & Stair	cu.m.	229.58	7,233.7984	1,660,735.4
902(1)a1	Reinforcing Steel of Reinforced Concrete Structures (Grade 40)	kg.	70,780.35	61.8389205	4,376,980.4
902(1)a2	Reinforcing Steel of Reinforced Concrete Structures (Grade 60)	kg.	59,013.86	62.7993313	3,706,030.9
903(2)	Formworks and Falseworks	sq.m.	3,343.76	653.480489	2,185,081.9
PART C. F	INISHING WORKS	-			
C.1. Mason	nry Works	1			
1046(2)a1	100mm CHB Non-Load Bearing (including Reinforcing Steel)	sq.m.	105.10	774.354	81,384.6
1046(2)a2	150mm CHB Non-Load Bearing (including Reinforcing Steel)	sq.m.	1,168.42	1,259.01569	1,471,059.1
C.2. Finish	ing Works	-			
1027(1)	Cement Plaster Finish	sq.m.	3,545.46	172.504	611,606.03
1016(1)a	Waterproofing (Cement-Base)	sq.m.	366.33	1,071.000	392,339.43
C.2.0	Waterproofing (Torch-On Bituminous)	<u> </u>	709.00	2.142.000	
1018(1)	60cm x 60cm Homogeneous Floor Tiles & Trims (Unglazed)	sq.m.			1,518,678.00
		sq.m.	564.78	1,579.737	892,203.86
1018(2)	60cm x 60cm Homogeneous Floor Tiles & Trims (Semi-Glazed)	sq.m.	441.00	1,561.4143	688,583.71
1018(3)	40cm x 40cm Homogeneous Floor Tiles & Trims (Unglazed)	sq.m.	65.88	1,620.45792	106,755.77
1018(4)	40cm x 40cm Homogeneous Floor Tiles & Trims (Semi-Glazed)	sq.m.	22.77	1,777.9972	40,485.00
1018(5)	30cm x 60cm Homogeneous Wall Tiles & Trims (Glazed)	sq.m.	294.46	1,590.26797	468,270.31
1018(6)	Pebble Washout Finish	sq.m.	34.91	587.23	20,500.20
1003(1)a1	12mm thk Gypsum Ceiling on Metal Framing	sq.m.	1,527.30	1,217.06282	1,858,820.04
1032(1)	Painting Works (Masonry)	sq.m.	2,800.68	278.628583	780,349.50
1032(1)b	Painting Works (Gypsum)	sq.m.	1,527.30	251.00589	383,361.30
C.2.1	D1 - Folding Door	sq.m.	168.00	2,457.000	412,776.00
C.2.2	D2 - 800mm W x 2235mm H x 50mm THK Single Swing Flush Solid Core Door in Laminated Finish with 50mm x 150mm Wooden Jamb & 10mm thk Tempered Glass Viewing Panel	set	17.00	10,710.000	182,070.00
C.2.3	D3 - 800mm W x 2150mm H x 50mm THK Single Swing Flush Solid Core Door with 2mm THK Groove Lines in Laminated Finish with 50mm x 150mm Wooden Jamb	set	4.00	11,340.00000	45,360.00
C.2.4	D4 - 900mm W x 2150mm H x 50mm THK Single Swing Panel Door with 300mm H x 3mm THK Stainless Steel Kick Plate in Gray Ducco Finish with 50mm x 150mm Door Jamb	set	2.00	13,860.000	27,720.00
C.2.5	D5 - 800mm W x 2150mm H Single Swing Flush Solid Core Door in Laminated Finish with 2mm THK Groove Lines with 50mm x 150mm Door Jamb	set	10.00	12,600.000	126,000.00
C.2.6	W1 - 2800mm W x 1900mm H , Casement Type Window with 6mm THK Tempered Glass in 100mm x 50mm Aluminum Frame with Awning-Type Transom Windows in 50mm x 50mm Aluminum Frame in Powder-Coated Finish with Security Grilles	sq.m.	90.44	5,670.000	512,794.80
C.2.7	W2 - 2800mm W $\times$ 600mm H $\times$ 10mm THK Tempered Glass Hopper-Type Window with Security Grilles in Aluminum Framing in White Powder Coated Finish	sq.m.	28.56	6,300.000	179,928.00
C.2.8	W3 - 2800mm W x 600mm H x 10mm THK Tempered Glass Awning-Type Window with Security Grilles in Aluminum Framing in White Powder Coated Finish	sq.m.	6.72	6,300.000	42,336.00
C.2.9	W4 - 700mm W x 500mm H x 10mm THK Tempered Glass Awning-Type Window with Security Grilles in Aluminum Framing in White Powder Coated Finish	sq.m.	0.70	6,300.000	4,410.00
C.2.10	W5 - 1050mm W x 500mm H x 10mm THK Tempered Glass Awning-Type Window with Security Grilles in Aluminum Framing in White Powder Coated Finish	sq.m.	3.15	6,300.000	19,845.00
C.2.11	White Board with Built-in TV Casement & Cabinet	set	9.00	69,182.400	622,641.60
C.2.12	Lavatory Door Cabinet	lot	1.00	144,711.000	144,711.00
1003(16)	Phenolic Compact Board-Melamine Partition for Comfort Rooms	sq.m.	69.72	8,931.8675	622,729.80
.3 Metal W		oq.m.	50.1Z	0,001.0070	022,129.00
047(6)-1	Metal Structure (Fire Exit with Roof & Achor Bolt Provision to Green Wall)	lot	1.00	1,372,671.720	1,372,671.72
047(6)-2	Metal Structure (Pump Room)	lot	1.00	203,041.818	203,041.82
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047(6)-3	Metal Structure (Genset Housing)	lot	1.00	203,041.818	203,041.82

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	TOTAL				41,608,209.75
1208(1)	Generators	lot	1.00	372,645.000	372,645.00
1208(1)	Fire Alarm System	lot	1.00	636,728.400	636,728.40
1103(1)	Lighting Fixtures	lot	1.00	696,024.000	696,024.00
1102(21)	Panel Boards	lot	1.00	364,140.000	364,140.00
1100(18)	Wires and Wiring Devices	lot	1.00	806,387.400	806,387.4
1100(19)	Conduits, Boxes and Fittings	lot	1.00	250,053.300	250,053.3
E. ELECTR	ICAL WORKS				
1203 (1)	Electric Elevator	lot	1.00	2,268,000.000	2,268,000.0
1200(4)	Air Conditioning and Ventilating System	lot	1.00	2,570,400.000	2,570,400.0
1203(6)a1	Fire Extinguisher 10lbs ABC Bracket	set	25.00	2,880.360	72,009.0
1202(1)	Automatic Fire Sprinkler System (AFSS)	lot	1.00	1,289,269.800	1,289,269.8
F. MECHAN	IICAL WORKS				
1002(5)	Sanitary/ Plumbing Fixtures and Toilet Accessories	lot	1.00	673,974.000	673,974.0
1002(1)	Cold Waterline Works	lot	1.00	120,219.120	120,219.1
1001(9)	Storm Drainage and Downspout	lot	1.00	131,806.080	131,806.0
1001(8)	Sewer Line Works	lot	1.00	219,846.060	219,846.0
PART D. PI	LUMBING & SANITARY WORKS				
1053(1)a4	Powder Coated Aluminum Canopy Trellis	ln.m.	192.00	1,234.4063	237,006.0
1053(1)a3	Stainless Steel Railing 304 (Hallway)	ln.m.	152.99	3,271.1212	500,448.8

The whole work of the Contract shall be completed within **Three Hundred** (300) Calendar Days, in accordance with the Provision of the Bid Documents.

## NOW THIS AGREEMENT WITNESSETH THAT:

- 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);
    - 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

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- (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.
- 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 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	S WHEREOF, the	e parties have hereunto caused this Agreement to be vith the laws of the Republic of the Philippines, this 17	วกวธ
executed in a	accordance w	vith the laws of the Republic of the Philippines, Mis $\perp \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! $	ZUZJ
day of	2025.		

### 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

Signed in the Presence of:

Multer

For the CONTRACTOR:

ARNOL V. ZAMORA

Proprietor/General Manager AVZ Construction and Supply Purok-Atis, Barangay Gubat,

Daet, Camarines Norte

**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 MAR 1 7 2025 \_\_\_ 2025.

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ATTY. RAYMONUA MAIGUE

For and in Carna nes Norte Notarial Commission No. 2024-9 Until December 31, 2025

PTR No. 1337 19-01/02/2025 02e1 IBP No. 413991 - 01/10/2024 Case Roll No. 86389 - 05/02/2023