



Republic of the Philippines  
**Benguet State University**  
La Trinidad, Benguet  
Tel/Fax No. 422-2281  
[www.bsu.edu.ph](http://www.bsu.edu.ph)



**CONTRACT NUMBER 2023- 53**

**(RFQ 2023-1519 CONSTRUCTION OF OPEN UNIVERSITY (OU) BUILDING – PHASE I)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 19th day of December 2023 by and between:

**BENGUET STATE UNIVERSITY**, a chartered public educational institution of higher learning, established and existing under the laws of the Republic of the Philippines having office at La Trinidad, Benguet, herein referred to as **BSU** and represented by its President, **DR. FELIPE SALAING COMILA**;

And

**MHEL S. CASTILLO**, doing business as “**M.S. CASTILLO CONSTRUCTION**”, of legal age, Filipino citizen, with principal address at AC-135 Poblacion, La Trinidad, Benguet herein referred to as “**the Contractor**”.

**WITNESSETH:**

**WHEREAS**, consonant to the provisions of R.A. 9184, the Benguet State University posted an Invitation to Submit Quotation for the project **RFQ 2023-1519 Construction of Open University (OU) Building Phase I** in the PHILGEPS, agency website and four (4) conspicuous places continuously for seven (7) days starting December 5, 2023;

**WHEREAS**, aside from the posted invitation to submit quotation, three (3) bidders were invited through writing and given bidding documents for the project;

**WHEREAS**, in response to the invitation, only M.S. Castillo Construction submitted its proposal on the scheduled submission at 10:00 AM of December 12, 2023;

**WHEREAS**, during the opening and preliminary examination of the legal, technical and financial requirements submitted by the bidder, the lone offerer/ bidder was eligible and declared as the Lowest Calculated Quotation (LCQ), subject for post qualification;

**WHEREAS**, upon careful examination, validation, and verification of the legal, technical and financial requirements submitted and statements in its bidding documents, the proposal of the herein CONTRACTOR was found to be compliant and responsive to the requirements of the project. Hence, on December 14, 2023 under BAC Resolution Number 2023-1254A, the Bids and Awards Committee declared the bid of M.S. Castillo Construction as the Single Calculated and Responsive Quotation (SCRQ) for the project;

**WHEREAS**, the amount of the contract is **THREE MILLION ONE HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED FORTY SIX PESOS AND 69/100 ONLY (PHP. 3,186,146.69)** vis-a-vis the Approved Budget of the Contract amounting to Php. 3,191,537.88 for the execution

  
**SAMUEL S. POLIDEN**  
VP for Academic Affairs, BSU

  
**ALLAN C. SACPA**  
VP for Administration and Finance, BSU

  
**MHEL S. CASTILLO**  
General Manager  
M.S. Castillo Construction

  
**FELIPE SALAING COMILA**  
University President, BSU

  
**IMELDA B. SALINATO**  
Accountant IV, BSU

and completion of such works and the remedying of any defects therein. The funding source of the contract is from Internally Generated Income (IGI) Capital Outlay;

**NOW THEREFORE**, for and in consideration of the mutual commitment herein set forth, both contracting parties hereto have voluntarily agreed to the following terms, conditions and stipulations:


1. That the Contract time will be for a period of **One Hundred Twenty Eight (128)** calendar days; counted from the contractor's receipt of the Notice to Proceed;
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of RA 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 Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid/ quotation, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes and all other documents submitted, including corrections to the bid, if any;
  - c. Performance Security;
  - d. Notice of Award of Contract and 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 the 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. In case of doubt or conflict between or among the provisions of the Agreement including the stipulations in the foregoing documents, the CONTRACTOR shall refer the same in writing to the OWNER for clarification and guidance. The clarification or determination made by the OWNER shall be binding and conclusive upon the parties.
4. In consideration of the payments to be made by the University to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the University to execute and complete the works and remedy any defects therein in conformity with the provisions of this contract and of the Government Procurement Law in all respects.
5. The University hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum that may become payable under the provisions of this contract at the times and in the manner prescribed by this contract.
6. The Contractor shall maintain cleanliness at all times in the premises of the project and to comply with the existing ordinances, laws, rules and regulations on environmental sanitation during the period of construction.

  
**SAMUEL S. POLIDEN**  
VP for Academic Affairs, BSU

  
**ALLAN C. SACPA**  
VP for Administration and Finance, BSU

  
**MHEL S. CASTILLO**  
General Manager  
M.S. Castillo Construction

  
**FELIPE SAUTANG COMILA**  
University President


  
**IMELDA B. GALINATO**  
Accountant IV, BSU

  
**SAMUEL S. POLIDEN**  
VP for Academic Affairs, BSU

  
**ALLAN C. SACHA**  
VP for Administration and Finance, BSU

  
**MHEL S. CASTILLO**  
General Manager  
M.S. Castillo Construction

  
**FELIPE SALASNG COMILA**  
University President

  
**IMELDA B. GALINATO**  
Accountant IV, BSU

7. Pursuant to RA 11313, the following shall likewise be complied with by the contractor:
- To provide BSU, through the Physical Plant Office AND security office, with a complete list of all his/her/its workers and personnel with their respective complete addresses assigned in the construction/work site or university premises within 3 days from deployment;**
  - Post a copy of RA 11313 and its summary in a language known to the workers, say in Filipino and/or Ilocano, in the workers' quarters, in a conspicuous place in the construction site expressly informing them that sexual harassment such as cursing, wolf-whistling, catcalling, leering and intrusive gazing, taunting, pursing, unwanted invitations, sexist slurs, persistent unwanted comments on one's appearance, relentless requests for one's personal details such as name, contact and social media details or destination, the use of words, gestures or actions that ridicule on the basis of sex, gender or sexual orientation, identity and/or expression, the persistent telling of sexual jokes, use of sexual names, comments and demands are criminal offenses and are strictly prohibited;**
  - Prior to deployment, conduct an orientation for all the workers deployed within the BSU premises expressly educating them of the prohibition of sexual harassment and that a violation thereof will result to criminal prosecution;**
  - All workers shall be provided by the contractor and be required to wear at all times identification cards containing their picture and complete name which are visible within a range of 15 feet. It should also contain the signature of the head of the security services since the ID cards shall also serve as their gate pass in gaining access to the University compound;**
  - In cases where workers will be living temporarily in the work site, the quarters shall be fully partitioned even with light materials such as but not limited to canvass, G.I sheets (excluding see-through materials) and completely secluded from classrooms or completely covered from public view;**
  - Construction sites, as much as feasible, should be covered from public view at least 3 feet above eye level or at a height of at least 10 feet from the ground to minimize eye contact between workers and students or the public;**
  - The contractor shall employ systematic means to confine the activities of the workers inside the covered or fenced construction site;**
  - In no case shall consumption of alcoholic drinks or smoking or vaping be allowed inside the construction site;**
  - Shall abide by the IATF and DPWH Safety Rules while the construction site is under or affected by a community quarantine due to COVID-19 Pandemic; and**
  - Failure of the contractor to perform any of the foregoing duties may be a ground for suspension of works, termination of contract or imposition of liquidated damages without prejudice to the prosecution of the erring worker and the contractor under the provisions of RA 11313.**
8. The parties herein may, in writing, agree to any revision, alteration or addition to the terms and conditions of this agreement, provided the same shall not be in violation of the Procurement Law or any law, rule or regulation governing contracts on government infrastructure.

IN WITNESS WHEREOF, the parties or through their authorized representatives have signed this Agreement on the day and year first written.

BENGUET STATE UNIVERSITY

By:

  
**FELIPE SALAING COMILA**  
University President

M.S. CASTILLO CONSTRUCTION

  
**MHEL S. CASTILLO**  
(Contractor)

SIGNED IN THE PRESENCE OF:

  
**SAMUEL S. POLIDEN**  
VP for Academic Affairs

  
**ALLAN C. SACPA**  
VP for Administration and Finance

**Funds Available:** Charged to 2023 IGI

  
**IMELDA B. GALINATO, PhD.**  
Accountant IV

**ACKNOWLEDGMENT**

Republic of the Philippines)  
~~La Trinidad, Benguet~~ . . . . ) S.S.


BEFORE ME, a Notary Public for and in La Trinidad, Benguet this \_\_\_\_ day of  
**DEC 28 2023** 2023, personally appeared the following with competent evidence of their  
identity:

| Name                         | Valid Government –Issued ID | CTC No., Date and Place of Issue   |
|------------------------------|-----------------------------|--|
| <b>FELIPE SALAING COMILA</b> | BSU Employee ID # 010169    | CTC # : 01370091<br>Issued on: January 5, 2023<br>Issued at La Trinidad, Benguet |
| <b>MHEL S. CASTILLO</b>      | BIR TIN 486-580-684-000     | CTC # : 01372601<br>Issued on: January 4, 2023<br>Issued at La Trinidad, Benguet |

and their instrumental witnesses. They are known to me to be the same persons who executed the foregoing **Contract the Construction of Open University Building -Phase I** consisting of four (4) pages including this page wherein this acknowledgment is found. They affirm that their signatures on the instrument were voluntarily affixed by them for the purpose and is their free and voluntary act and deed and of the establishments they respectively represent.

IN WITNESS WHEREOF, I hereby set my hand and seal in the date and place first above written.

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Series of 2023

  
Atty. **MARLON LACADAN CALTINO**  
Notary Public  
PTR No. 7720355; 01/02/2023; Benguet  
IBP No. 286749; 01/13/2023, Baguio-Benguet Chapter  
Roll No. 69274; 05-31-2017; Manila  
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