



Republic of the Philippines
Benguet State University
La Trinidad, Benguet
Tel/Fax No. 422-2281
www.bsu.edu.ph



CONTRACT NUMBER 2023- 46

(IB 2023-46 CONSTRUCTION OF RESEARCH GREENHOUSE)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 30th day of November 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

EVELYN ELWAS BALAG-EY, doing business as **"GUAVA CONSTRUCTION"**, of legal age, Filipino citizen, with principal address at JD-240 Bayabas, Pico, 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 Bid for the project **IB 2023-31 Construction of Research Greenhouse** in the PHILGEPS, agency website and four (4) conspicuous places continuously for seven (7) days starting October 15, 2023;

WHEREAS, in response to the invitation, two (2) bidders namely: Hillbrand Engineering and Guava Construction bought bidding documents and submitted their bid proposal on the scheduled submission at 2:00 PM of November 6, 2023;


WHEREAS, during the opening of bids, the legal, technical and financial requirements submitted by the bidders, Hillbrand Engineering was declared ineligible and Guava Construction emerged to be the single calculated bid and thus, subject of post qualification;

WHEREAS, upon careful examination, validation, and verification of the legal, technical and financial requirements submitted and statements in its bidding documents, the bid of the herein CONTRACTOR was found to be compliant and responsive to the requirements of the project. Hence, on November 29, 2023 under BAC Resolution Number 2023-1177A, the Bids and Awards Committee declared the bid of Guava Construction as the Single Calculated and Responsive Bid (SCRB) for the project;


WHEREAS, the amount of the contract is **TWO MILLION FOUR HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED FIFTY ONE PESOS AND 70/100 ONLY (PHP. 2,499,851.70)** vis-a-vis the Approved Budget of the Contract amounting to Php. 2,500,000.00 for the execution and completion of such works and the remedying of any defects therein. The funding source of the contract is from Trust Fund under DOST PCAARRD – GIA (Development of Microbial and Plant -Microbial) Capital Outlay;


SAMUEL S. POLDEN
VP for Academic Affairs, BSU


ALLAN C. SACPA
VP for Administration and Finance, BSU


EVELYN E. BALAG-EY
General Manager
Guava Construction


FELIPE SALASNG COMILA
University President



IMELDA B. GALINATO
Accountant IV, BSU

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 **Sixty (60)** 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 Contactor 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.
7. Pursuant to RA 11313, the following shall likewise be complied with by the contractor:


SAMUEL S. POLIDEN
VP for Academic Affairs, BSU


ALLAN C. SAEPE
VP for Administration and Finance, BSU


EVEDON E. BALAG-EY
General Manager
Guava Construction


FELIPE SALAING COMILA
University President


IMELDA B. GALINATO
Accountant IV, BSU

- a. 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;
 - b. 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;
 - c. 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;
 - d. 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;
 - e. 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;
 - f. 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;
 - g. The contractor shall employ systematic means to confine the activities of the workers inside the covered or fenced construction site;
 - h. In no case shall consumption of alcoholic drinks or smoking or vaping be allowed inside the construction site;
 - i. 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
 - j. 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

GUAVA CONSTRUCTION

By:



FELIPE SALAING COMILA
University President



EVELYN ELWAS BALAG-EY
(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 Trust Fund (DOST PCAARRD GIA)



IMELDA B. GALINATO, PhD.
Accountant IV

ACKNOWLEDGMENT

Republic of the Philippines)
LA TRINIDAD, BENGUET) S.S.

DEC 19 2023


BEFORE ME, a Notary Public for and in LA TRINIDAD, BENGUET this ____ day of ____ 2023, personally appeared the following with competent evidence of their identity:

Name	Valid Government –Issued ID	CTC No., Date and Place of Issue
FELIPE SALAING COMILA	BSU Employee ID # 010169	CTC # : 01370091 Issued on: January 5, 2023 Issued at La Trinidad, Benguet
EVELYN ELWAS BALAG-EY	Passport Number P4004815C valid until April 28, 2033	CTC # : _____ Issued on: _____ Issued at _____

and their instrumental witnesses. They are known to me to be the same persons who executed the foregoing **Contract for the Construction of Research Greenhouse** 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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KORINA MESA NGADOY
Notary Public-Province of Benguet
PTR No. BGTCE 7739942 / Issued on May 5, 2023
IBP O.R. No. 338334 / Issued on May 05, 2023 / Baguio-Benguet
Roll No. 86681 / Page No. 37; Book No. 37 / May 02, 2023
NC No. 23F-NC-0642 / Until December 31, 2024
JC-172 Km.5, Pico, La Trinidad, Benguet 2601
(IB 2023-31)