



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



VP for Administration and Finance, BSU

ALLAN C. SACPA

CONTRACT NUMBER 2024-23

CONSTRUCTION OF BENGUET AGRI-PINOY TRADING CENTER TRUCK PARKING AND CANAL LINING (RFQ 2024-651)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this JUL 08 2024 day of _____ 2024 by and between:

EMIL ANGELO M. KABINA
 Safety Officer
 Ezrah Construction Services

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

RENATO B. JULIAN, doing business as “**EZRAH CONSTRUCTION SERVICES**”, of legal age, Filipino citizen, with principal address at No. 39, Purok 17, Irisan, Baguio City herein referred to as “**the Contractor**”.

RENATO B JULIAN
 Authorized Managing Officer
 Ezrah Construction Services

WITNESSETH:

WHEREAS, consonant to the provisions of R.A. 9184, the Benguet State University posted an Invitation to Submit Quotation for the project **Construction of the Benguet Agri-Pinoy Trading Center Truck Parking and Canal Lining (RFQ 2024-651)** in the PHILGEPS, agency website and four (4) conspicuous places continuously for seven (7) days starting May 29, 2024;

WHEREAS, in response to the invitation, two (2) bidders namely: Ezrah Construction Services and Zenithal- JNA Construction and Supply got bidding documents however, only Ezrah Construction Services submitted its proposal on the scheduled submission at 10:00 AM of June 6, 2024;

FELIPE SALAING COMILA
 University President, BSU

WHEREAS, during the opening and preliminary examination of the legal, technical and financial requirements submitted by the bidder, Ezrah Construction Services was declared as eligible for submitting all the required documents for the project. Ezrah Construction Services was declared to be the Single Calculated Quotation (SCQ) and thus, subject for post qualification;

IMELDA B GALINATO
 Accountant IV, BSU

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 June 24, 2024 under BAC Resolution Number 2024-645B, the Bids and Awards Committee declared the offer of Ezrah Construction Services as the Single Calculated and Responsive Quotation (SCRQ) for the project;

WHEREAS, the amount of the contract is **FIVE HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY SIX PESOS ONLY (PHP. 519,386.00)** vis-a-vis the Approved Budget of the

Contract amounting to Php. 525,000.00 for the execution and completion of such works and the remedying of any defects therein. The funding source of the contract is from 2024 BAPTC Fund;

VP for Administration and Finance, BSU


ALLAN C. SACP

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 **Seventeen (17)** 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.

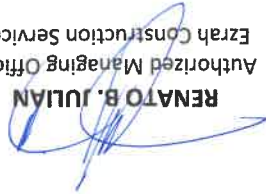
EMIL ANGELO M. RABINA

Safety Officer
Ezrah Construction Services



RENATO B. JULIAN

Authorized Managing Officer
Ezrah Construction Services



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.

FELIPE SALVING COMILA

University President



IMELDA B. GALINATO

Accountant IV, BSU



7. Pursuant to RA 11313, the following shall likewise be complied with by the contractor:

- 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, wolf-whistling, catcalling, leering and 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.

VP for Administration and Finance,
BSU

ALLAN C. SACPA

Ezrah Construction Services

Safety Officer

EMIL ANGELO M. RABINA

Ezrah Construction Services

Authorized Managing Officer

RENATO B. JULIAN

University President

FELIPE SALANG COMILA

Accountant IV, BSU

IMELDA B. GALINATO

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

BENGUET STATE UNIVERSITY

EZRAH CONSTRUCTION SERVICES

By:

FELIPE SALAING COMILA

University President



RENATO B. JULIAN

(Contractor)

WITNESSES:



ALLAN C. SACPA

VP for Administration and Finance



EMIL ANGELO M. RABINA

Safety Officer

Ezrah Construction Services

Funds Available: Charged to BAPTC Fund



IMELDA B. GALINATO, PhD.
Accountant IV

ACKNOWLEDGMENT

Republic of the Philippines)
BAGUIO CITY) S.S.

BEFORE ME, a Notary Public for and in **BAGUIO CITY** JUL 29 2024 this ___ day of _____ 2024, 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 # : 03331772 Issued on: January 3, 2024 Issued at La Trinidad, Benguet
RENATO BUNGABONG JULIAN	PRC Registration Number: 0115891; valid until March 21, 2025	CTC # : 0101-03-090524 Issued on: 03-21-2005 Issued at <u>BAGUIO CITY</u>

and their instrumental witnesses. They are known to me to be the same persons who executed the foregoing **Construction of Benguet Agri-Pinoy Trading Center Truck Parking and Canal Lining** 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.

Doc. No. 313
Page No. 30
Book No. XI
Series of 2024



ATTY. JESS BANIWAS EVASCO
Notary Public for Baguio City
Until 31 December 2024
N.A. 146-NC-22-R

PR O.R. No. 390042; Baguio-Benguet; 01/03/2024
Roll of Attorneys No. 73622
PTR No. 6107454; Baguio City; 01/03/2024
Mobile No.: 0945-652-8009
M.C.L.E. Compliance No. VII-0002572
Valid until 14 April 2025