



Contract Number: 2025-21
Name of Project: Repair/Upgrading of Pedestrian and Parking Shared Facility
(IB 2025-4)
Subject: Contract Agreement

ARTEMIO C. LATAWAN JR.
Site Engineer
Guava Construction

EVELYN E. BALAG-EY
Authorized Managing Officer
Guava Construction

This Contract made and entered into this 4th day of July 2025 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. KENNETH ALIP LARUAN;

and

EVELYN E. 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 RA 9184, the Benguet State University posted an Invitation to Bid for the project: **Repair/Upgrading of Pedestrian and Parking Shared Facility (IB 2025-4)** in the PHILGEPS, agency website and four (4) conspicuous places, at the La Trinidad Municipal Building, Balili Barangay Hall Building, Betag Barangay Hall Building and the University Bulletin Board continuously for seven (7) days starting January 27, 2025;

WHEREAS, in response to the invitation, five (5) bidders namely: Efler Construction and Enterprise, Guava Construction, Jah-zone Construction, JMJD Construction and Aggregates, and RJL Civil Engineering Construction submitted their bids on the date, time, and place specified in the invitation;

WHEREAS, during the opening and bid evaluation of the legal, technical and financial requirements submitted by the bidders, the bids from Jah-zone construction and RJL Civil Engineering and Construction were declared as ineligible for failure to submit all the necessary documents as required in the bidding documents. After evaluation on the documents submitted by the three (3) eligible bidders, the bid of JMJD Construction and Aggregates ranked as the Lowest Calculated Bid (LCB), Efler Construction and Enterprise was the 2nd LCB and Guava Construction was the 3rd LCB;

WHEREAS, the committee proceeded with the post-qualification of the documents submitted by the eligible bidders, starting from the bidder who had the lowest calculated bid (LCB), and then moved on the 2nd LCB, which were assessed on different dates. The result of the post qualification was that JMJD Construction and Aggregates was post disqualified on the ground that the labor rates used in the computation of its bids is not compliant with the existing labor rates. JMJD Construction and Aggregates timely filed his Request for Reconsideration (RR), however, it was denied by the committee. The 2nd LCB which is Efler Construction and Enterprise was also post disqualified because the

KENNETH A. LARUAN
University President, BSU

MATIAS C. ANGIWAN JR.
Chief Administrative Officer, BSU

ARTEMIO C. LATAWAN JR.
Site Engineer
Guava Construction

recomputed financial offer is above the Approved Budget for the Contract (ABC). No RR was received from Efler Construction and Enterprise after the reglementary period to file RR;

WHEREAS, the committee proceeded with the post qualification of the 3rd LCB which is Guava Construction;

WHEREAS, after validation and verification, the bid of herein CONTRACTOR was found to have passed all the requirements and conditions specified in the Bidding Documents of the project. Under BAC Resolution 2025-296A, the bid was determined as the Lowest Calculated and Responsive Bid (LCRB) with a recommendation for award to herein CONTRACTOR;

WHEREAS, the BENGUET STATE UNIVERSITY accepted the bid by the CONTRACTOR for the execution and completion of such works and the remedying of any defects therein in the sum of Two Million Nine Hundred Twenty-Five Thousand Pesos only (PhP. 2,925,000.00), hereinafter called the “contract Price” vis-a-vis the Approved Budget of the Contract (ABC) for the project amounting to Three Million Pesos only (PhP. 3,000,000.00). The funding source of the contract is from 2025 GAA- MOOE;

EVELYN E. BALAG-AY
Authorized Managing Officer
Guava Construction

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to the in the Conditions of Contract referred to.

2. That the Contract time will be for a period of **seventy (70)** calendar days; counted from the contractor’s receipt of the Notice to Proceed;

3. The following documents as required by the 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.

4. 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.

5. 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

MATIAS C. ANGIWAN JR.
Chief Administrative Officer, BSU

KENNETH A. LARUAN
University President, BSU

ARTEMIO C. LATAWAN JR.
Site Engineer
Guava Construction

EVELYN E. BALAG-AY
Authorized Managing Officer
Guava Construction

MATIAS C. ANGIWAN JR.
Chief Administrative Officer, BSU

KENNETH A. LARUAN
University President, BSU

- 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.
6. 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.
7. 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.
8. Pursuant to RA 11313, the following shall likewise be complied with by the contractor:
- To provide BSU, through the Project Management Unit (PMU) 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; 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.**
9. 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 herein parties, through their authorized representatives have signed this Agreement on the day and year first written.

BENGUET STATE UNIVERSITY

GUAVA CONSTRUCTION

By:


KENNETH ALIP LARUAN
University President

By:


EVELYN E. BALAG-EY
Authorized Managing Officer

WITNESSES:


MATIAS C. ANGIWAN JR.
Chief Administrative Officer- ASD
Benguet State University


ARTEMIO C. LATAWAN JR.
Site Engineer
Guava Construction

Funds Available: Charged to 2025 GAA- MOOE (Repair and Maintenance)


IMELDA B. GALINATO, PhD.
Accountant IV

ACKNOWLEDGMENT

Republic of the Philippines)
LATAWAN, ARTEMIO C. S.S.

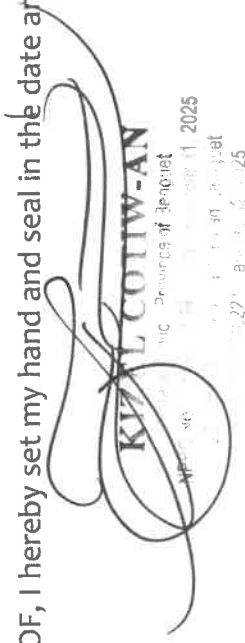
BEFORE ME, a Notary Public for and in LA TRINIDAD, BENGUET this ____ day of AUG 11 2025 2025, personally appeared the following with competent evidence of their identity:

Name	Valid Government –Issued ID	CTC No., Date and Place of Issue
KENNETH ALIP LARUAN	BSU Employee ID # 010316	CTC # : 01793823 Issued on: January 8, 2025 Issued at La Trinidad, Benguet
EVELYN E. BALAG-EY	Passport No. 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 Agreement 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. 249
Page No. 51
Book No. 51
Series of 2025


KYLL COTIW-AN
Notary Public
Benguet City, Benguet
Roll No. 73532, May 17, 2022

ROLL NO. 73538; Page No. 08; Book No. 34, May 17, 2022