



BIDS AND AWARDS COMMITTEE

**RECOMMENDING THE AWARD OF CONTRACT TO
LV ENTERPRISE, INC. FOR THE PROCUREMENT OF THE
REPAIR AND IMPROVEMENT OF OMB OFFICE**

**RESOLUTION No.: 2020-007
Series of 2020**

WHEREAS, there is a need for the repair and improvement of the OMB Office in Quezon City;

WHEREAS, on 03 November 2020, the OMB - BAC thru its Secretariat, published the invitation to bid for the Procurement of Repair and Improvement of OMB Office by posting continuously at the Philippine Government Procurement System (PhilGeps), OMB website and conspicuous place in the premises of the OMB for more than seven (7) calendar days;

WHEREAS, the Approved Budget for the Contract is Three Million Seven Hundred Thousand Pesos (Php3,700,000.00);

WHEREAS, the pre-bidding conference was set on 11 November 2020 and the opening of bids on 23 November 2020;

WHEREAS, in response to the said invitation, three (3) prospective contractors/supplier submitted its bid in a public bidding at OMB Boardroom, 35 Scout Limbaga Street, Laging Handa, Quezon City ;

WHEREAS, during the opening of bids on 23 November 2020, three (3) prospective bidders participated, namely: Calayag Abillar Construction, GEJOMEB Construction and LV Enterprise, Inc. and submitted the following bids, inclusive of taxes:

Name of Bidder	Bid Amount (Php)
1. Calayag Abillar Construction	Php3,600,000.00
2. GEJOMEB Construction	Php3,650,090.00
3. LV Enterprise, Inc.	Php3,621,060.00

WHEREAS, upon opening of the bids, it was found that Calayag Abillar Construction and GEJOMEB Construction submitted incomplete bid requirements, as such, the BAC rated the bids concerned as "failed";

¹ Attached herewith is a copy of the Matrix of Documents submitted marked as Annex "A" and made as an integral part hereof.

WHEREAS, the aforesaid bids was referred to the BAC Technical Working Group (BAC-TWG)² for post qualification;

WHEREAS, after careful examination, validation and verification, the BAC-TWG found and established that LV Enterprise, Inc. complied with all the required Legal, Technical and Financial Requirements, thus, declaring the bidder eligible and qualified;

WHEREAS, the BAC-TWG recommended in its Memorandum dated 25 November 2020, that LV Enterprise, Inc. be considered for award of contract for offering a Single Calculated and Responsive Bid (SCRB) with its proposal of Three Million Six Hundred Twenty-One Thousand and Sixty Pesos (Php3,621,060.00), which is within the ABC of Three Million Seven Hundred Thousand Pesos (Php3,700,000.00), for the Repair and Improvement of OMB Office;

WHEREAS, upon careful review and evaluation of the recommendation of the BAC-TWG, the BAC, hereby adopts the recommendation of the BAC-TWG;

NOW, THEREFORE, after thorough deliberation, WE, the Members of the Bids and Awards Committee (BAC), hereby RESOLVES, as it is hereby RESOLVED, to RECOMMEND to the Chairperson and Chief Executive Officer (CEO) of the Optical Media Board to declare and award the contract to LV Enterprise, Inc. as the Single Calculated and Responsive Bidder for the Repair and Improvement of OMB Office.

26 November 2020

Atty. **FERDINO M. CONDEZ**
BAC - Vice-Chairperson

KRISTINE JOYCE G. ISIDORO
BAC - Member

NERISSA ENOPIA
BAC - Member

LUCIA F. GUEVARA
BAC - Chairperson

Approved:

Atty. **CHESSA D. MATIVIDAD**
Chairman and CEO

Date: _____

² Copy of Special Order Number: 2020-023 dated 11 November 2020 is herewith attached and marked as Annex "B" and made as integral part hereof.



Republic of the Philippines
OFFICE OF THE PRESIDENT
OPTICAL MEDIA BOARD

No. 35 Scout Limbaga Street, Bgy. Laging Handa, Quezon City Zip Code 1103
Tel. Nos. 374-0217 / 374-1380 • Fax No. 374-0217
Website: www.omb.gov.ph

NOTICE OF AWARD

November 26, 2020

MA. CECILIA B. TAYAO
Authorized Representative
LV ENTERPRISE INC.
490 Galvez Building, Quezon Avenue,
Catbangen, San Fernando, La Union 2500

Dear Ms. Tayao:

We hereby accept your bid for the Repair and Improvement of OMB Office and, therefore, award the Contract to LV ENTERPRISE, INC., as the Single Calculated and Responsive Bid (SCRB) at a total contract price equivalent to **Three Million Six Hundred Twenty-One Thousand and Sixty Pesos (Php3,621,060.00)**. You are therefore, required within ten (10) days from receipt of this Notice of Award (NoA), to submit to us (a) this Notice with your signed "Conforme" thereon, and (b) the required Performance Security, all of which form part of the Contract Agreement in accordance with the Bidding Documents. You are also required, within the said ten (10) days to formally sign the Contract Agreement.

Your failure to comply with these requirements shall constitute a sufficient ground for the cancellation of this award and the forfeiture of your Bid Security.

Atty. CHRISTIAN D. NATIVIDAD
Chair and CEO

CONFORME:
LV ENTERPRISE, INC.

By:
MA. CECILIA B. TAYAO
Authorized Representative



Republic of the Philippines
OFFICE OF THE PRESIDENT
OPTICAL MEDIA BOARD

No. 35 Scout Limbaga Street, Bgy. Laging Handa, Quezon City Zip Code 1103
Tel. Nos. 374-0217 / 374-1380 • Fax No. 374-0217
Website: www.omb.gov.ph

December 01, 2020

MA. CECILIA B. TAYAO
Authorized Representative
LV ENTERPRISE INC.
490 Galvez Building, Quezon Avenue,
Catbangen, San Fernando, La Union 2500

Ms. Tayao:

The attached Contract having been approved, notice is hereby given to LV ENTERPRISE, INC., work may commence on the Repair and Improvement of OMB Office (35 Scout Limbaga St., Laging Handa, Quezon City) effective immediately.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Contract and in accordance with the implementation schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to OMB.

Atty. CHRISTIAN D. NATIVIDAD
Chair and CEO

I acknowledge receipt of this Notice on
Name of the Representative of the Bidder
Authorized Signature

Dec 2, 2020
Ma Cecilia B. Tayao

**CONTRACT FOR THE
REPAIR AND IMPROVEMENT OF OMB OFFICE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

OPTICAL MEDIA BOARD (OMB), a national government agency, created and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 35 Scout Limbaga Street, Laging Handa, Quezon City, herein represented by its Chairperson and CEO, **Atty. CHRISTIAN D. NATIVIDAD**, and hereinafter referred to as the "Entity";

- and -

LV ENTERPRISE, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 490 Galvez Building, Quezon Avenue, Catbangen, San Fernando, La Union, represented by its duly authorized representative **MA. CECILA B. TAYAO**¹ and hereinafter referred to as the "Supplier";

WHEREAS, on 03 November 2020, the OMB - BAC thru its Secretariat, published the invitation to bid for the Procurement of Repair and Improvement of OMB Office by posting continuously at the Philippine Government Procurement System (PhilGeps), OMB website and conspicuous place in the premises of the OMB for more than seven (7) calendar days;

WHEREAS, the Approved Budget for the Contract is Three Million Seven Hundred Thousand Pesos (Php3,700,000.00);

WHEREAS, the Bids and Award Committee - Technical Working Group (BAC-TWG)² recommended that the project shall be awarded to **LV Enterprise, Inc.**, its offer being the most advantageous to the Philippine Government;

WHEREAS, the Entity has accepted a Bid by the in the sum of **Three Million Six Hundred Twenty-one Thousand and Sixty Pesos (Php3,621,060.00)**, in Philippine Currency.

WHEREAS, time is the essence of this contract;

NOW THEREFORE, for and in consideration of the foregoing premises and other covenants hereinafter named, the parties agree as follows:

**ARTICLE I
Contract Documents**

The following documents shall be deemed to form and be interpreted and construed as part of this Contract, viz:

- a. General and Special Conditions of the Contract;
- b. Invitation to Bid;
- c. Bidding Documents;

¹ Copy of Notarized Secretary Certificate is herewith attached, marked as Annex "A" and made as an integral part hereof.

² Copy of recommendation of BAC-TWG is herewith attached, marked as Annex "B" and made as an integral part hereof.

- d. Bid Form Including all the documents/statements contained in the winning bidder's two (2) bid envelopes;
- e. Performance Security;
- f. Notarized Omnibus Sworn Statement;
- g. Notice of Award (NoA) with winning Bidder's "Conforme" thereto;
- h. Program of Works and Cost Estimates;
- i. Certificate of Availability of Funds (C.A.F.);
- j. Abstract of Bids;
- k. Resolution of the BAC recommending award of project of winning bidder with corresponding approval of HoPE.

**ARTICLE II
SCOPE OF WORK**

The Supplier shall in accordance with the provisions of and subject to the conditions contained in the documents referred to in Article I hereof, with a provision that this repair and improvement activity belongs to LV Enterprise, Inc., and in consideration of the sum of money, hereinafter stated, shall fully and faithfully perform all labor, furnish the necessary materials and equipment and perform labor and services necessary to complete the repair and improvement of OMB Office, in accordance with the plan and specifications of the Entity.

**ARTICLE III
TIME OF COMPLETION**

The work to be performed by the Supplier under this contract shall commence upon receipt and acceptance of the Notice to Proceed (NTP) from OMB by the Supplier. The Repair and Improvement of the OMB Office shall be completed and delivered **NOT LATER THAN 28 December 2020**. Should the Supplier refuse or otherwise fail to complete the work stipulated herein, the Supplier agrees to pay the OMB liquidated damages, an amount equivalent to One-Tenth of One Percent (0.1%) of the total contract sum for each calendar day of delay until the work is completed and accepted by the OMB or when OMB takes over the project by administration or relets it to other Supplier until such time as the OMB may reasonably secure the completion of the works. Such amount shall be deducted from any money due or which may become due to the Supplier under the Contract and/or collect such liquidated damages from performance bond of the Supplier or Surety whichever is convenient to the Entity.

**ARTICLE IV
THE CONTRACT SUM**

The Entity, for and in consideration of the faithful and satisfactory fulfillment of the contract by the Supplier, in accordance with the terms and conditions of all contract documents and subject to the deduction herein provided, shall pay to the Supplier the amount of **Three Million Six Hundred Twenty-one Thousand and Sixty Pesos (Php3,621,060.00)**, in Philippine Currency.

Payment shall be in accordance with the following conditions:

- a. Payment shall be based upon the satisfactorily completed as certified by the Supplier, concurred by the OMB BAC-TWG. Final payment shall be made upon completion, delivery acceptance of the work by the Entity and upon submission by the Supplier of his sworn statement that all taxes due him and all obligations for

materials used and labor employed in accordance with this Contract have been fully paid.

- b. Payments are subject to retention of ten percent (10%) referred to as the "retention money". Such retention shall be based on the total amount due to the Supplier prior any deduction and shall be retained by the Entity. If after fifty percent (50%) of the work is completed as determined by the Entity is satisfactorily done and on schedule, no additional retention shall be made on the succeeding payment, otherwise, the ten percent (10%) retention shall be imposed. The total retention money shall be due for release upon final acceptance of the works.

The release of retention money is not to be construed as waiver of the Entity's right to be indemnified for damage caused by the Supplier in accordance with Article 20 of the New Civil Code of the Philippines.

- c. The Supplier shall, under his name and at its own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage: (1) Supplier's All Risk Insurance; (2) Transportation to the project site of Equipment, Machinery and Supplies owned by the Supplier; (3) Personal Injury or death of Supplier's employees; and (4) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

ARTICLE IV GUARANTEE

The Supplier hereby guarantee the works stipulated in this Contract and all the materials it will apply and use in the repair and improvement as well as workmanship of all its work under this contract and shall make good of its own account and/or its own expense.

After final acceptance of the project by the Entity, the Supplier shall assume full responsibility for any damage or destruction of the works except those occasioned by force majeure and negligence attributable to Entity. The supplier shall be required to put up a warranty security denominated in Philippine Peso equivalent to at least two percent (2%) of the total contract price, provided in Section 62.2.3.3 of the IRR of R.A. 9184 and shall remain effective for one (1) year from date of issuance of the certificate of final acceptance and shall be returned only after the lapse of the said period.

In addition, the provisions of Article 1723 of the New Civil Code of the Philippines shall also apply to guarantee the work performance of the Supplier.

ARTICLE VI PERFORMANCE BOND

In accordance with the Instruction to Bidders and General Conditions of the contract, the Supplier shall furnish a performance bond in accordance with Section 39 of the IRR of R.A. 9184 to guaranty the full and faithful performance of this Contract to answer for any liability that maybe suffered by the Entity resulting from the violation of the Supplier of labor laws and other laws. Provided, that in the event of the recession or termination of this contract for breach thereof, the bond, at the option of the Entity shall be automatically forfeited in favor of the Entity and becomes immediately payable and collectible by the Entity, otherwise, the bond shall remain and continue in full force and effect until the aforementioned obligations as to the completion and faithful compliance of the

contract, liquidated damages, and cost of labor and materials shall have been duly satisfied, discharged, settled and paid by the Supplier.

ARTICLE VII SAFEGUARDS AND WARRANTY

The Supplier shall provide and do everything necessary to perform its obligations under this contract according to the true intent and meaning of the other contract documents taken together particularly the drawings, plans and specifications provided that the same shall be inferred there from and should the Supplier find any discrepancy in the drawings, plans and specifications, he shall immediately refer the same to the Entity, whose decision shall be followed.

The Entity reserves the right for an additional or increase in the number of laborers or workers assigned to the construction site in the opinion of the Entity, the exigencies of the same require.

The Supplier shall be considered as an independent contractor and as such, the Supplier assumes all obligations and liabilities arising out of the Employee's Liability Act and any other laws existing and those enacted thereafter that may affect the rights of the employees or laborers employed in the performance of this contract. Should the Entity be made liable for any of the Supplier's violation of any labor laws, the Supplier shall reimburse the Entity for whatever amount the latter is required to pay to said laborers and the Performance Bond is also answerable for this contingency.

Notwithstanding any provisions of this contract, the Entity has the right and/or power to terminate the contract without necessity of judicial action by giving written notice to the Supplier upon his failure to comply strictly with any of the terms of this contract.

The contract hereby warrants that it has not given or promised to give money or gifts to any official or employee of the Entity and/or any other office, agency or instrumentality of the government to secure this contract and any violation of this warranty shall be sufficient ground for the Entity to revoke or cancel the same.

The Supplier is likewise mandated to implement the safety and health program and ensure that its employees/workers follow the minimum health standard protocol as mandated by IATF and DOH for COVID-19.

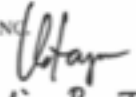
ARTICLE VIII VENUE OF COURT ACTION

Should any court action be instituted by the OMB or Supplier arising from this contract, the parties hereby agree that the venue thereof shall be the proper court in Quezon City to the exclusion of all others.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of December 2020 at Quezon City, Philippines.

OPTICAL MEDIA BOARD
Represented by:

LV ENTERPRISE, INC.
Represented by:


Ma. Cecilia B. Toyas

Atty. CHRISTIAN D. NATIVIDAD
Chair and

MA. CECILIA B. TAYAO
Authorized Representative

Republic of the Philippines |
CITY OF BALALAGOS | S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of BALALAGOS, DEC 03 2020, 2020,
personally appeared:

Name	ID No.	Issued By
Optical Media Board Represented by: Atty. Christian D. Natividad	OMB ID	OMB
LV ENTERPRISE, INC. Represented by: Ma. Cecilia B. Tayao		

who exhibited to me their identification documents described above bearing their photographs and signature known and identified by me through competent evidence of identity, presented this integrally complete instrument and represented to me that the signatures on the instrument were voluntarily affixed by them for the purposes stated, and declaring that they have executed this instrument as their free and voluntary act and deed.

This instrument consisting of five (5) pages, including this page on which this Acknowledgment is written refers to an Agreement and has been signed by all the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Doc. No. : 416
Page No. : 41
Book No. : 10
Series of 2020.

NOTARY PUBLIC
ATTY. RAYMOND C. REYES
NOTARY PUBLIC
EXPIRES SEPTEMBER 30, 2020
BRGY. CUNYAN, BALALAGOS CITY, BR. 0904
REG. NO. 00000000000000000000
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