



LRA BAC INFRASTRUCTURE RESOLUTION NO. 2023-31

DECLARING ORIENTECH CONSTRUCTION AND DEVELOPMENT CORPORATION AS THE SINGLE CALCULATED AND RESPONSIVE BID (SCRB) TO LRA'S COMPETITIVE BIDDING FOR THE DESIGN AND CONSTRUCTION OF REGISTRY OF DEEDS BUILDING OF TALAVERA, NUEVA ECIJA

WHEREAS, the Land Registration Authority, through the LRA Bids and Awards Committee on Infrastructure, pursuant to the provision of Republic Act No. 9184, invited bidders through posting in the LRA and Philippine Government Electronic Procurement System (PhilGEPS) websites on 28 September 2023, for the **Design and Construction Of Registry Of Deeds Building of Talavera, Nueva Ecija** with an Approved Budget by the Contract (ABC) in the amount of **THIRTY-ONE MILLION EIGHTY-TWO THOUSAND FORTY-SEVEN PESOS AND 50/100 (Php 31,082,047.50), VAT Inclusive;**

WHEREAS, the Pre-Bid Conference was conducted on 11 October 2023 at the LRA Conference Room with the following prospective bidders: **1) NGP Construction; 2) Orientech Construction and Development Corp; 3) Kirskat Venture; 4) Joyus Construction; 5) RM Mangubat Construction (Online); 6) T2B3 Builders (Online); 7) San Lazaro Construction (Online); and 8) Jobel Enterprise (Online);**

WHEREAS, two (2) prospective bidders purchased the bid documents to wit: **1) Kirskat Ventures; and 2) Orientech Construction and Development Corporation;**

WHEREAS, before 08:30 AM of the 06 November 2023 deadline, two (2) sealed envelopes were received by the BAC-Secretariat for Infrastructure, to wit: **1) Kirskat Ventures; and 2) Orientech Construction and Development Corporation;**

WHEREAS, both sealed envelopes were consecutively opened and presented during the LRA-BAC (Infra) meeting, called for the purpose, on 06 November 2023 at the LRA Conference Room;

WHEREAS, the three (2) two bidders submitted the following bid:

Bidders	TECHNICAL ENVELOPE	FINANCIAL ENVELOPE	Total Bid Price (Vat Inclusive)	Rank
Orientech Construction and Development Corporation	PASS	PASS	Php 30,517,755.99	1
Kirskat Ventures	FAILED	-	-	-

WHEREAS, per preliminary evaluation of the BAC-TWG for Infrastructure using a non-discretionary “pass / fail” criterion, only one (1) bidder was in full compliance with all the eligibility and technical components and financial component;

WHEREAS, Orientech Construction and Development Corporation, was in full compliance with all the eligibility and technical components and financial component while **Kirskat Ventures** failed to submit the Location plan/vicinity plan and perspective as one of the requirements under the Preliminary Conceptual Architectural Design Plans in accordance with the degree of details specified by the LRA. To wit:

WHEREAS, per detailed evaluation of the BAC-TWG for Infrastructure, the **Orientech Construction and Development Corporation** was in full compliance with all the eligibility and technical components and financial component;

BIDDERS	BID PROPOSAL (IN PESOS)	CALCULATED BID (IN PESOS)	REMARKS	RANK
ORIENTECH CONSTRUCTION AND SUPPLY	30,517,755.99	30,516,641.29	Single Calculated Bid There is a discrepancy in the Bill of Quantities, herein marked as Annex “A.”	1
KIRSKAT VENTURES	-	-	Disqualification due to the non-submission of Location plan/vicinity plan and perspective as one of the requirements under the Preliminary Conceptual Architectural Design Plans in accordance with the degree of details specified by LRA.	-


WHEREAS, the BAC-TWG for Infrastructure, proceeded to conduct the Post Qualification Evaluation on 15 November 2023 to **Orientech Construction and Development Corporation**, having passed the detailed evaluation. Subsequently, on 28 November 2023 the BAC-TWG for Infrastructure submitted the Post Qualification Report recommending that


Orientech Construction and Development Corporation passed the technical and financial requirements as well as the criteria for post qualification evaluation;

NOW THEREFORE, for and in consideration of the foregoing. The Chairperson and Members of the Bids and Awards Committee on Infrastructure, RESOLVE as it is hereby RESOLVED to:

1. DECLARE the bid of **Orientech Construction and Development Corporation** as the **Single Calculated and Responsive Bid (SCRB)**;
2. RECOMMEND the Award of Contract for the **Design and Construction of Registry Of Deeds Building of Talavera, Nueva Ecija**, to **Orientech Construction and Development Corporation** with a calculated bid price amounting to **THIRTY MILLION FIVE HUNDRED SIXTEEN THOUSAND SIX HUNDRED FORTY-ONE PESOS AND 29/100 (Php 30,516,641.29)**, VAT Inclusive.

RESOLVED this 4th day of December 2023 at the Land Registration Authority, Quezon City.


ENGR. CRISPIN O. DE LUNA
End User


MS. MARILYN C. CUSTODIO
Member


ENGR. GLORIETA P. LACAMBRA
Member


ENGR. MARY ANNE M. MORTEL
Member


MR. ANGELO CHRIS LUIS M. DELLOSA
Vice-Chairperson


ATTY. TRISTAN E. DE GUZMAN
Chairperson

Approved/Disapproved:


GERARDO PANGA SIRIOS
Administrator

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GERARDO P. SIRIOS
Administrator

6. The period of completion of works indicated in Item (5) hereof may be extended by LRA upon the recommendation of the Bids and Awards Committee (BAC) for good and valid reasons, provided that the CONTRACTOR submits a written request to the LRA at least ten (10) calendar days before the expiration of such period and stating therein the reasons for such extension. Any extension granted shall not entail additional payment over and above the contract price stipulated in Item (4) hereof, unless otherwise mutually agreed upon in writing by both parties. The Contractor expressly agrees that any extension of period which may be granted by the LRA, and any modification and/or deviation from any of the terms and conditions of this Agreement shall be deemed to have been authorized and with express consent of its Surety
7. Should the CONTRACTOR fails to complete the work under this Agreement within the period specified in Item (5) above, and/or any extension of time that may be granted under the provisions of this Agreement, and any delay in the prosecution of the works and such is due to the fault or negligence of the CONTRACTOR, it shall pay the LRA by way of liquidated damages but not in the concept of penalty, the amount equivalent to one-tenth (1/10) of one (1%) percent of the total unperformed portion of works for every day of delay, until the work is completed and accepted by the LRA or until such time as the LRA may procure the completion of the work by another contractor to complete the work itself.

It is understood that the payment for delays as herein provided are to be considered as liquidated damages, to which LRA shall not be required to prove that it had incurred actual damages. In case the LRA becomes entitled to payment for liquidated damages as provided herein, the LRA is hereby authorized to deduct the amount from any money due to the CONTRACTOR under this or any other existing contract that the CONTRACTOR may have with LRA and/or collect such liquidated damages from the Performance Security or Surety Bond of the CONTRACTOR, whichever may be more convenient and/or expeditious to LRA. The LRA shall be free to select any of the remedies provided herein and the selection of one shall not preclude LRA to take another remedy.

8. The warranty against defects/ failures, except those occasioned-on force majeure, shall cover **a period of Fifteen (15) years from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.** In case the CONTRACTOR fails to undertake the repair works under Section 62.2.2 of the 2016 Revised IRR of RA No. 9184, LRA shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.