

Regional Bids and Awards Committee V**NOTICE OF AWARD**

13 June 2024

MS. FEMIE N. ORLIN
REDFLAME ENTERPRISES
Roxas Avenue, Concepcion Pequeña
Naga City, Camarines Sur

Dear Ms. Orlin:

We are pleased to inform you that your bid for the **Procurement of One Hundred Ninety-Eight (198) units Fire Extinguisher (HFC-236fa)**, for the contract price of **ONE MILLION SEVEN HUNDRED SIXTY TWO THOUSAND TWO HUNDRED PESOS (₱1,762,200.00)**, inclusive of all applicable taxes, is hereby accepted.


In this regard, you are hereby required to submit to Regional Bids and Awards Committee (RBAC) V within ten (10) calendar days upon receipt of this notice, a Performance Security in any of the following forms and their corresponding amount:

Acceptable Form of Security	Amount
1. Cash of cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%) of the total contract price
2. Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
3. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%) of the total contract price

Note: For Items 2 and 3 above, the Expiration of Performance Security shall be six (6) months after the last date of delivery and end of contract in the case of staggered deliveries and multi-year contracts, respectively.

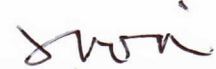
May we remind you that your failure to return the signed copy of this Notice of Award to our Regional Bids and Awards Committee (RBAC) V (in electronic copy or hard copy) within seven (7) calendar days from receipt thereof and/or failure to submit the required performance security within the above-mentioned period shall constitute sufficient ground for cancellation of the award, forfeiture of the Bid Security and imposition of appropriate sanctions against the winning bidder.

Very truly yours,


ATTY. EPIFANIA RUBY V. OIDA
Assistant Vice-President
Head, RBAC V Secretariat

Conforme:

Signature _____
Name of Representative _____
Date _____



JOSE ROY ORLIN

JUNE 13, 2024

CLASS D



LAND BANK OF THE PHILIPPINES
PURCHASE ORDER

PRF No. : 2024-34

Date : May 13, 2024

ITB No. ITB No. LBP-RBAC V-0524-017

Date : May 14, 2024

PO No. : RV-PO-0624-3748

Date : June 13, 2024

Requisitioning Dept/Office :

FIELD SUPPORT SERVICES CENTER V (FSSC V)

TO : **REDFLAME ENTERPRISES**

Address : Roxas Avenue, Concepcion Pequeña, Naga City
Contact No. 0977-804-1777
c/o Ms. Femie N. Orlin
Email Address: redflameenterprises2009@gmail.com

DELIVERY PERIOD

Items specified below shall be delivered within **30** calendar days
after receipt of the NTP or as indicated in the TOR.

Item No.	Qty.	Unit	Items and Specifications	Unit Price	Total
	198	units	<p>FIRE EXTINGUISHER (HFC-236fa)</p> <p>NOTES:</p> <ol style="list-style-type: none"> See Terms and Conditions at the back hereof. Terms of Reference per Attached Annexes A-1 to A-2 Delivery Period: Thirty (30) calendar days upon receipt of NOTICE TO PROCEED Supplier must coordinate with Engr. Melchor P. Obina, Team Leader at cellphone no. 0927-277-5134 prior to Mobilization of the project. Warranty: Five (5) years. Contractor must submit WARRANTY CERTIFICATE to LANDBANK Field Support Services Center V after delivery of 198 units. Proceeds of payment for invoices shall be credited to LBP Account No. 3761-0040-17 maintained at Naga Rotunda Branch. Supplier must coordinate billings and other concerns with FSSC V Contractor must sign and abide by the terms and conitions of the AGREEMENT. 	8,900.00	<p>₱ 1,762,200.00</p> <p>Inclusive of All Applicable Taxes</p>

For the Approving Authorities:

The subject requisition is submitted herewith for the consideration/approval with the information that the unit price(s) of the above supplier is/are based on repeat orders/actual canvass/sealed bids/public bidding, the outcome of which is reflected on the attached copy of the previous Purchase Order/Canvass Sheet/Abstract of Quotation and Bid Analysis.

Epifania Ruby V. Oida
ATTY. EPIFANIA RUBY V. OIDA

AVP/ Head, Field Support Services Center V

APPROVED BY THE LBP RBAC V RESOLUTION NO.

LBP-RBAC V-0624-316 dated June 7, 2024

Leonora A. Ariola
AVP LEONORA A. ARIOLA

Chairperson, RBAC V

We hereby bind ourselves with the terms and conditions printed on the reverse side hereof which we have read and understood clearly.

Jose Roy Onda
Signature over printed name of supplier or contractor and date

June 24, 2024

COPY 1 SUPPORTING DOCUMENT FOR PAYMENT

TERMS AND CONDITIONS

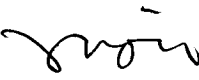
1. Liquidated Damage for Procurement of Goods, Supplies, Materials and Services, when the supplier fails to satisfactorily deliver goods / services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods / services scheduled for delivery for every day of delay until such goods / services are finally delivered and accepted by LANDBANK.

LANDBANK need not to prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to LANDBANK. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event LANDBANK shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, *in accordance with the Revised IRR of RA 9184.*

2. Payment of this Purchase Order is subject to the LANDBANK's and COA's accounting/auditing rules and regulations and pertinent revenue laws and regulations.
3. For the Procurement of goods, in order to assume that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardees for a minimum period of three (3) months, In case of Expandable Supplies, or a minimum period of one (1) year, in case of Non-Expandable Supplies, after acceptance by LANDBANK of the delivered supplies.

The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (3%) of every progress payment, or a special bank guarantee equivalent to at least one percent (3%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in case of Expandable Supplies, after consumption thereof: Provided, however that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

4. In view of the implementation of the LANDBANK's Environmental Management System, please ensure that your delivery / service vehicles are not smoke belchers. Otherwise we shall not allow entry of your vehicle in our premises. We thank you for your cooperation.


Jose Roy Omis

Grand

AGREEMENT

EP

KNOWN ALL MEN BY THESE PRESENTS:

THIS AGREEMENT for the acquisition of 198 units FIRE EXTINGUISHERS (HFC-236 fa) for ALL UNITS/BRANCHES in the BICOL REGION, made and executed by and between:

LAND BANK OF THE PHILIPPINES (LANDBANK), a government banking/ financial institution created and existing under and by virtue of the provision of Republic Act No. 3844, as amended, with Head Office address at LANDBANK Plaza Building, No. 1598 M.H Del Pilar corner Dr. J. Quintos Streets, Malate, Manila, represented in this act by ATTY. EPIFANIA RUBY V. OIDA, AVP/HEAD-FSSC V as Implementing Unit per CASA J-14a (rev. 6) August 2021 under Sec. 24.15 herein after called the "Procuring Entity";

- and -

MSOR

REDFLAME ENTERPRISES, a single proprietorship, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Roxas Avenue, Concepcion Pequena, Naga City, represented in this act by JOSE ROY P. ORLIN per Special Power of Attorney dated May 20, 2024, herein after called the "Supplier";

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WHEREAS the Procuring Entity invited Bids and procured through Competitive Bidding certain goods and ancillary services, viz., the 198 FIRE EXTINGUISHERS (HFC-236 fa) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of ONE MILLION SEVEN HUNDRED SIXTY TWO THOUSAND TWO HUNDRED PESOS ONLY (P1,762,200.00) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the Updated 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) General Conditions of the Contract (GCC);
 - b) Special Conditions of the Contract (SCC);
 - c) Terms of Reference & Schedule of Requirements;
 - d) Procurement Request Form (PRF) with Certificate of Availability of Funds (CAF);
 - e) BAC Resolution recommending Award of Contract;
 - f) Procuring Entity's Notice of Award dated June 13, 2024 and Bidder's Conforme thereto;
 - g) Purchase Order No. RV-PO-0624-3748 dated June 13, 2024;

- h) Performance Security in the form of Performance Bond MGAC Bond No. G (13) A-BDO 0007-0028895;
- i) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The Supplier agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract extension, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract'

Provisions of the attachments shall be observed based on their order of presentation. In case of conflict between the GCCs, SCCs and Terms of Reference vis-a-vis the Bid Supplier, the former shall prevail.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as herein after mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract in accordance with its Bid.

4. REDFLAME Enterprises agrees to deliver on June 28, 2024, the 198 units of Fire Extinguishers (HFC-236 fa) in accordance with its Bid.

5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

6. This Agreement shall be subject to pertinent budgeting, accounting and auditing rules and regulations.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on this ___ day of _____ 2024 at the NAGA CITY JUN 24 2024

REDFLAME ENTERPRISES

By:

JOSE ROY P. ORLIN

Project Manager-AIF

Date of Signing: JUN 24 2024

LAND BANK OF THE PHILIPPINES

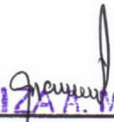
By:


ATTY. EPIFANIA RUBY V. OIDA

AVP, HEAD/FSSC V

Date of Signing: JUN 24 2024

SIGNED IN THE PRESENCE OF:


GLAZAA MORA
[Supplier]


CYNTHIA B. LINGDAYAM
[LBP]

REPUBLIC OF THE PHILIPPINES)
NAGA CITY) S.S

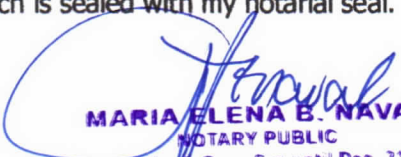
BEFORE ME, a notary public duly authorized in the city named above to take acknowledgments, personally appeared the following with their respective identification documents (IDs) bearing their photographs and signatures:

NAME	IDENTIFICATION PRESENTED
JOSE ROY P. ORLIN	LTO E04-98-051168
ATTY. EPIFANIA RUBY V. OIDA	LBP ID NO. C-347

Known to me to be the same persons who executed the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them, and who declared to me that they have the authority to sign on behalf of their respective principals.

This Agreement consisting of 3 pages, including this page where the acknowledgment is written. Each page of this Contract has been signed by the parties and their instrumental witnesses on all pages hereof and every page of which is sealed with my notarial seal.

Witness my hand and seal on JUN 24 2024.


MARIA ELENA B. NAVAL
NOTARY PUBLIC
for Naga City, Com. Sur until Dec. 31, 2025
under Commission No. 23-104
Roll of Attorneys No. 43369
PTR OR No. 7217154N - 01-06-2024 - Calabanga, C.S.
IBP OR No. 389796 - 12-29-2023
LANDBANK-Rotunda, Concepcion Pequena, Naga City
NOTARY PUBLIC

Doc. No. 61
Page No. 95
Book No. 1
Series of 2024

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, **FEMIE N. ORLIN**, of legal age, with residence and postal address at **BLK. 2, LOT 2, MONTANA ST. ST. JAMES HOMES SUBD., CONCEPCION GRANDE, NAGA CITY** after having been duly sworn in accordance with law, hereby depose and say, that:

1. I am the Proprietor of the **REDFLAME ENTERPRISES**, a duly organized and existing under and by virtue of the laws of the Philippines with principal address Roxas Ave., Concepcion Pequeña, Naga City, Camarines.
2. I am appointing **JOSE ROY P. ORLIN**, with postal address at **BLK. 2, LOT 2, MONTANA ST. ST. JAMES HOMES SUBD., CONCEPCION GRANDE, NAGA CITY** as my true and legal representative to act for and in our name and stead to perform the following acts:

"That **JOSE ROY P. ORLIN**, be allowed and authorized, to represent and transact at the **LAND BANK OF THE PHILIPPINES**.

Further, that **JOSE ROY P. ORLIN**, be given the authority, to sign and negotiate/or execute paper/s and/or documents/s relative thereto."

3. That this Special Power of Attorney executed in favor at **JOSE ROY P. ORLIN** shall remain valid and effective until further revocation.

IN WITNESS WHEREOF, I have hereto set my hand this 22 day of May, 2024 at Naga City, Camarines Sur


FEMIE N. ORLIN
Principal

Attorney-In-Fact

JOSE ROY P. ORLIN

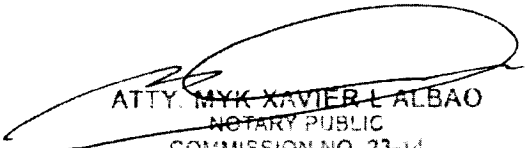

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Naga..)

BEFORE ME, in the City of Naga, Camarines Sur, Philippines, and this day personally appeared **FEMIE N. ORLIN** with Driver's License No. E04-09-002763 and **JOSE ROY P. ORLIN** with Driver's License E04-98-051168 respectively, known to me and to me known to be the same person, who executed the foregoing Special Power of Attorney, and acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL, this 22 day of MAY, 2024 at Naga City, Camarines Sur, Philippines.

Doc. No. 254
Page No. 52
Book No. J
Series of 2024


ATTY. MYK XAVIER L. ALBAO
NOTARY PUBLIC
COMMISSION NO. 23-14
VALID UNTIL 12-31-2024
ROLL OF ATTORNEYS NO 72942
IBP O.R. NO 332181 12-20-23
PTR NO. 7417292 01-04-2024
NAGA CITY, CAMARINES SUR 

Regional Bids and Awards Committee V

NOTICE TO PROCEED

MS. FEMIE N. ORLIN
REDFLAME ENTERPRISES
Roxas Avenue, Concepcion Pequeña
Naga City, Camarines Sur

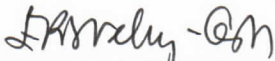
Dear Ms. Orlin:

The Attached Purchase Order No. **RV-PO-0624-3748** dated **JUNE 13, 2024** in the amount of ₱1,762,200.00 having been approved, notice to proceed is hereby given to REDFLAME ENTERPRISES on the Procurement of 198 units fire extinguisher (HFC-236fa). The project shall be completed within thirty (30) calendar days to start within seven (7) calendar days after receipt of this notice.

Upon receipt of this notice, you are responsible for the completion of the project under the terms and conditions of the Purchase Order.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one (1) copy and return the other to the Land Bank of the Philippines- Regional Bids and Awards Committee V.

Very truly yours,



ATTY. EPIFANIA RUBY V. OIDA
Assistant Vice President
Head, RBAC V Secretariat



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

JUNE 24, 2024
JOSE ROY ORLIN
