



PAMBANSANG MUSEO NG PILIPINAS  
NATIONAL MUSEUM OF THE PHILIPPINES

**NOTICE OF AWARD**

**ROMEO O. CHULANA**  
Sole Proprietor  
Brando Construction

Dear Mr. Chulana,

The National Museum of the Philippines is pleased to inform you that the Project, **RE-THATCHING, REPAIR, ANTI-TERMITE TREATMENT OF THE IFUGAO HOUSE, REPLACEMENT OF ITS LABEL/MARKER AND LANDSCAPING OF ITS SURROUNDINGS AT THE NATIONAL MUSEUM OF ANTHROPOLOGY**, be awarded to **BRANDO CONSTRUCTION**, with a contract amount of **Four Hundred Ninety-Eight Thousand Seven Hundred Pesos (PHP 498,700.00)**.

You are therefore required to submit your confirmation of acceptance within three (3) working days from receipt of this Notice.

Failure to provide the above-mentioned confirmation of acceptance shall constitute a sufficient ground for cancellation of this award.

Done this 29 day July, 2021

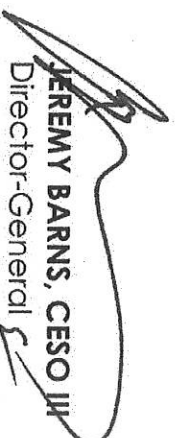
Thank you.

Conforme:

  
**ROMEO O. CHULANA**

Sole Proprietor  
Brando Construction

Date: July 29, 2021

  
**JEREMY BARNS, CESO III**  
Director-General

Republic of the Philippines  
Office of the President  
NATIONAL MUSEUM OF THE PHILIPPINES  
Manila

Date : July 30, 2021

JOB ORDER NO. 2021-07-012-BAC

**BRANDO CONSTRUCTION**

Nabitan, Chaya  
Mayyao, Ifugao

Please undertake the following: [ ] repair of equipment and/or vehicles, [ ] deliver the supplies and materials and or service to National Museum of Anthropology, under the terms and conditions specified on the reverse side hereof and in our "NOTICE TO BIDDERS" which you accepted in the proposal you submitted to this Office. The project shall be completed within Thirty (30) Days upon receipt of this Job Order.

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL VALUE
1	lot	RE-THATCHING, REPAIR, ANTI-TERMITE TREATMENT OF THE IFUGAO HOUSE, REPLACEMENT OF ITS LABEL/MARKER AND LANDSCAPING OF ITS SURROUNDINGS AT THE NATIONAL MUSEUM OF ANTHROPOLOGY	498,700.00	498,700.00
<b>SCOPE OF WORK</b>				
1. Removal and disposal of the old roof and other completely damaged parts;				
2. Supply and delivery of materials for the roofing, damaged parts, and marker/label;				
3. Re-thatching of the roof, replacement of completely damaged parts, repair of partially damaged parts and landscaping of its surroundings;				
4. Termite treatment of the parts of the Ifugao house including the ground/soil beneath and surrounding the structure;				
5. Replacement of the label/marker and its stand;				
6. Provision of skilled laborers/artisans on re-roofing, rethatching and repair of the house, and clearing of its surroundings;				
7. Mobilization, demobilization and provision of temporary workshop facilities and security at site;				
8. Project management and supervision during the removal of old roof, rethatching and repair of the damaged parts, termite treatment, clearing and landscaping of its surroundings;				
9. Use of proper tools and safety equipment for the laborers for the whole duration of the project;				
10. Clearing of the area and storing of the tools and equipment in the designated room after work-hours; and				
11. Securing the area for the safety of the personnel and viewers.				
		PR: 2021-06-0206 Req. M. P. Taurò	Less: Tax 2% 8,905.36 Vat 5% 22,263.39 31,168.75	498,700.00
			General Fund as stated above	467,531.25

- The above repair/articles/service are chargeable to \_\_\_\_\_
- The above repair/articles/service are to be used in \_\_\_\_\_
- The amount of P498,700.00 has made available in accordance with the accounting auditing regulations

RECEIVED ORIGINAL AND ACCEPTED THE ORDER

Dated : AUG. 10, 2021  
JUANITO G. KIC NAGCHAN JR.

APPROVED :  
JEREMY BARNES, CESO III  
Director-General

Funds Cluster : <u>01</u>	ORs/BUNS No. : <u>02102101 20210800027</u>
Funds Available : <u>\$498,700.00</u>	Date of ORs/BUNS No. : <u>7026 022021</u>
<u>ALVIN CARL C. FORTES</u> Accountant IV	Amount : <u>\$498,700.00</u>

**TERMS AND CONDITIONS  
(JOB ORDER)**

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND SHALL BE EFFECTIVE UPON SIGNING OF BOTH PARTIES AND END UPON THE LAST DELIVERY OF THE GOODS AND ACCEPTANCE THEREOF BY THE PROCURING ENTITY.
2. The Bidding documents, Supplier's bid, including the Eligibility, Technical and Financial Proposals, Notice of Award with the Suppliers Acceptance/Conforme, Terms of Reference and other documents which are not mentioned herein but part of the bidding requirements/ processes shall form part of this Job Order (J.O.).
3. **BRANDO CONSTRUCTION** shall be responsible for the source(s) of his supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the AWARDDEE to comply with the same shall be ground for cancellation of the award and the job order issued to that AWARDDEE and for re-awarding the item(s) to the Next Lowest Responsive Bid, as determined by the NATIONAL MUSEUM OF THE PHILIPPINES Bids and Awards Committee and approved by the Director-General.
4. The delivery schedule as indicated in this J.O. may be modified at the option of the National Museum of the Philippines with prior written notice to the Supplier.
5. Subject to the provisions of the preceding paragraph, where AWARDDEE has accepted a job order but failed to deliver the required product(s)/ service(s) within the time called for in the same order, can be extended upon prior notice or approved request from the BAC to deliver the goods/services. Thereafter, if the AWARDDEE has not completed delivery within the extended period, the subject job order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDDEE, without prejudice to the imposition of liquidated damages, in accordance with Section 69 of the IRR of R.A. 9184. The National Museum shall then purchase the required item(s) / service(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDDEE. Refusal by the DEFAULTING AWARDDEE to shoulder the price difference shall be ground for his disqualification from the future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR.  
  
The imposition of liquidated damages in all instances shall be automatic except upon prior request for extension and approval thereof by the National Museum before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.
6. In case of installation or delivery of goods, it shall be accepted by the National Museum of the Philippines as to quantity only. However, inspection as to the Goods' compliance with the Technical Specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and the National Museum within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through even in the absence of the Supplier's Representative if the latter was duly notified. In which case, the results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.
7. Rejected deliveries shall be construed as non-delivery of product(s), item(s), so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under Item 5, hereof.
8. Supplier warrants that goods subject in this J.O. are new and free from any defects both in workmanship and materials. Further, Supplier warrants that it shall replace, repair or refund purchase price of defective goods installed or delivered and received by National Museum of the Philippines. Supplier further warrants that it shall comply with the conditions, specifications and requirements as stated in the Bid Proposal, and Bid documents which are not mentioned herein. The obligation for the warranty shall be covered by a retention money or a special bank guarantee in an amount equivalent to at least one percent (1%) of the total contract price. If Seller opted for retention money, the latter shall be deducted from the total payment. Said retention money or special guarantee shall only be released one (1) year after acceptance by the National Museum of the Philippines of the goods/services. This is without prejudice to the warranty mentioned in the Bid Proposal of the Supplier. No other warranty, express or implied, is made by the Seller and none shall be imputed or presumed.
9. For the full, faithful installation or delivery of the goods called for under this Agreement, National Museum of the Philippines shall pay the **BRANDO CONSTRUCTION** a fixed amount of **FOUR HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED PESOS AND 00/100**, Philippine Currency, inclusive of all applicable taxes. The manner of payment shall be in accordance with the Accounting Rules and Regulations subject to the retention of seven percent (7%) withholding tax to be remitted directly by the National Museum of the Philippines to the Bureau of Internal Revenue (BIR). All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
10. This Job Order contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modifications shall be binding upon the parties and their respective executors, administrators, successors, assigns and personal representatives.
11. In case of dispute, the parties agree that enforcement of the terms and conditions contained on this contract shall be brought before the Court of Competent jurisdiction in the City of Manila.
12. Hereunder, representative of **BRANDO CONSTRUCTION** warrants that they have authority to enter into and perform their obligations under this contract and that they are validly authorized to execute, deliver, and perform the obligations subject hereof.
13. The contract for this project was prepared on July 30, 2021 within the prescribed period provided in the Revised Implementing Rules and Regulations of RA 9184.
14. **This Job Order shall also serve as Notice to Proceed.**

CONFORME  
  
**BRANDO CONSTRUCTION**  
AWARDEE