## Republic of the Bhilippines Office of the President NATIONAL MUSEUM Manila

Date:	,	
rebruary 24, 2022	7 2022	

## JOB ORDER NO. 2022-02-0002

WATTSAVERS ENERGY SERVICES COMPANY
Blk. 15, Lot 4B, Baht St., Lores Country Homes,
San Roque Antipolo City

Within until December 31,2022 from the receipt of this Order, please undertake the following: [] repair of equipment and/or vehicles, [] deliver the supplies and materials and or service to Central National Museum Buildings, under the term and condition specified on the reverse side hereof and in our "NOTICE TO BIDDERS" which you accepted in the proposal you submitted to this Office.

25.57

	Funds Available	Funds Cluste	Dated :	RECEIVE	2. The about 3. The am			pond	QTY
valiable	/ailable :	D ORIGINA		D ORIGINA	we repair/arti we repair/arti ount of		8	lot	UNIT
ALVIN CARL C. FORTES Accountant IV Accountant IV Accountant IV	77, 900.00 Date of ORS/BURS No. :	01 AUDITOR'S OFFICE ORS/BURS Ng	3-10-28 3-10-28	RDER C	1. The above repair/articles/service are chargeable to  2. The above repair/articles/service are to be used in  3. The amount of P97,000,00 has made available in accordance with the accounting auditing regulations.	PR: 2022-02-0049 Req: R.Dolorota	Anachine Detector of National Museums for the FY 2022.  Note:  Please see attached Terms of Reference(TOR) for the Details, Specification and Other Terms and Condition.  Less: Tax 2%  Vat 5%  4.3:	PREVENTIVE MAINTENANCE OF WALK-THROUGH METAL DETECTOR MACHINES AT CENTRAL NATIONAL MUSEUM BUILDINGS-FY 2022	DESCRIPTION
			A.	APPROVED /	as sta		fetal 1,732.14 4,330.36	TETAL SEUM	
\$97,8	Maro por	CERT 101010	Director-General	or monorminal desired	General Fund as stated above with the accounting auditi	Total			UNIT PRICE TOTAL
677,880.00		6NG629KK	ceso IIII	15 v Garagian	no regulations	90,937.50	97,000.00	97,000.00	TOTAL VALUE

## TERMS AND CONDITIONS (JOB ORDER)

- 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.
- N The Bidding documents, Supplier's bid, including the Eligibility, Technical and Financial Proposals, Notice of Award with the Supplier's Acceptance, Bid Security and Performance Bond and other documents which are not mentioned herein but part of the bidding requirements/process shall form part of this Job Order (J.O.).
- ω WATTSAVERS ENERGY SERVICES COMPANY shall be responsible for the source(s) of his supplies/materials/equipment/services and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and the job order issued to that AWARDEE and for re-awarding the item(s) Responsive Bid, as determined by NATIONAL MUSEUM Bids and Awards Committee and approved by the Director
- 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
- damages, in accordance with Section 69 of the IRR of R.A. 9184. The National Musuem shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusa by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from the future bids of the same Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a job order but failed to deliver the required product(s)/service 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 AWARDEE 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 AWARDEE, without prejudice to the imposition of liquidated or all items, without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR . Refusal

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/completion of the project. Any request for extension not acted upon before delivery date/completion of the project shall be considered denied.

- 0 In case of installation or delivery of goods, it shall be accepted by the National Museum 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
- 00 Supplier. No other warranty, express or implied, is made by the Seller and none shall be imputed or presumed 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 National Museum of the goods. This is without prejudice to the warranty mentioned in the Bid Proposal of the 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 delivered and received by National Museum. Supplier further warrants that it shall comply with the conditions, specificationa and requirements as stated in the Bid proposal, and Bid Proposal, Bid documents which are not mentioned herein. The obligation for the warranty shall be covered by a retention money or a
- 9 For the full, faithful delivery of the goods called for under this Agreement, National Museum shall pay WATTSAVERS ENERGY SERVICES COMPANY a fixed amount of NINETY SEVEN THOUSAND 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%) witholding tax to be remitted directly by the National Museum to the Bureau of Internal Revenue (BIR). and other taxes and revenue charges, if any, shall be for the supplier's account. Accounting Rules and Regulations subject to the retention All duties, excise
- 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
- 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
- to enter into and perform their obligations Hereunder, representative of WATTSAVERS ENERGY SERVICES COMPANY, warrants that they have authority to enter into and perform their obligations under this contract and that they are validly authorized to execute, delive execute, deliver, and perform the
- Implementing Rules and Regulations of RA 9184
  14. This Job Order shall also serve as Notice to Proce 13. The contract for this project was prepared on February 24, 2022 within the prescribed period provided in the Revised

CONFORME

Series of 2017.