

PURCHASE ORDER

NATIONAL MUSEUM OF THE PHILIPPINES

Entity Name

Supplier : **Cover and Pages Corporation**

P.O. No. :

2022-06-001-BAC

Address : **2763 Silang Street, Sta Ana Manila**

Date :

June 8, 2022

T.I.N. : **000 - 348 - 717 - 000**

Mode of Procurement

Small Value

Gentlemen

Please furnish this Office the following articles subject to the terms and conditions contained herein

Place of Delivery

Supply Management Section

Delivery Term

Free Delivery

Delivery Period

The Supplier must be able to provide, print and deliver the specified publication materials within 12 weeks upon approval of the machine-printed color proofs. Purchase Order / Notice to Proceed

Payment Term

Charge

Stock/Property No.	Unit	Description	Quantity	Unit Cost	Amount
		OFFSET PRINTING AND DELIVERY OF THE PUBLICATION FOSSILS, RECORDS OF PRE HISTORIC LIFE IN THE PHILIPPINES			
		Technical Specification			
		Paper Stock and Finish:			
		Softbound, 300 gsm for cover pages, mattie lamination, one side only			
		Archival quality for pages 5-6, 200 gsm, mattie lamination			
		Archival quality for inside pages, 120 gsm, silk lamination for both side			
		Color:			
		Full color for cover pages			
		Full color for photos			
		Black and White text for inside pages			
		No. of Pages:			
	copies	80 excluding cover pages, printed back-to-back in regular size	1,000	335.00	335,000.00
		Page Size:			
		8.27 in (width) by 11.69 in (height) or A4 size			
		Binding:			
		Smyth-sewn perfect binding			
		No. of Copies:			
		1,000 copies			
		Proof furnish:			
		Layout and color proofs must be printed and submitted to the NMP for approval before printing			
					335,000.00
					17,946.43
			Total		P317,053.57

Total Amount in Words

THREE HUNDRED SEVENTEEN THOUSAND FIFTY-THREE PESOS AND 57/100

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered item/s.

Conforme

Jessica Crisologo

Signature over printed name of Suppliers

June 15, 2022

Date

Very truly yours,

JEREMY BARNS, CESO III

Director-General

Funds Cluster :

01

ORS/BUFS No.

021B1D120220600794

Funds Available :

\$335,000.00

Date of ORS/BUFS No. :

JUN 10 2022

ALVIN CARL C. FORTES

Accountant-IV

Amount

\$335,000.00

**TERMS AND CONDITIONS
(PURCHASE 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 Supplier's Acceptance and other documents which are not mentioned herein but part of the bidding requirements/process shall form part of this Purchase Order (P.O.).
3. **AWARDEE, COVER AND PAGES CORPORATION**, shall be responsible for the source(s) of its supplies/materials/equipment 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 to comply as stated, the Contract shall be awarded to the bidder with the Next Lowest Responsive Bid as determined by the NATIONAL MUSEUM OF THE PHILIPPINES Bids and Award Committee and approved by the HOPE.
4. The Goods shall be delivered and installed by the AWARDEE at the National Museum of Fine Arts Building located at P. Burgos Drive, Rizal Park, Manila during weekdays from 9:00 am to 2:00 pm.
The delivery schedule as indicated in this P.O. may be modified at the option of the National Museum of the Philippines, with prior notice, written or verbal, to the AWARDEE.
5. The delivery shall be extended subject to the approval by the Head of the Procuring Entity(HOPE) and if warranted under the law. If the AWARDEE has not completed the delivery within the period stated in the P.O., this Contract shall be cancelled and the undelivered balance shall be withdrawn from the AWARDEE, without prejudice to the imposition of liquidated damages in accordance with Section 69 of the IRR of R.A. 9184. The National Museum of the Philippines 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. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for its disqualification from the future bids of the same Goods 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 of the Philippines before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.
6. The acceptance by the National Museum of the Philippines of the Goods delivered by the AWARDEE shall be deemed acceptance as to the quantity only. Inspection as to the Goods' compliance with the technical specifications, and their order and condition, will be done in the presence of the representatives of both AWARDEE and the National Museum of the Philippines within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorized representative of the AWARDEE. The inspection will push through even in the absence of the AWARDEE's representative if the latter was duly notified. The results of the inspection conducted by the National Museum of the Philippines in the absence of the AWARDEE or its representative shall be final and binding upon the the AWARDEE.
7. Rejected deliveries shall be construed as non-delivery of the Goods, so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item no. 5 hereof.
8. The AWARDEE warrants that the goods subject of this P.O. are new and free from any defects both in workmanship and materials. Further, the AWARDEE warrants that it shall replace, repair, or refund the purchase price of defective goods delivered to and received by National Museum of the Philippines. The AWARDEE further warrants that it shall comply with the conditions, specification and requirements as stated in the Bid proposal. 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 the AWARDEE 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 Philippines of the goods without prejudice to the warranty mentioned in the Bid Proposal of the AWARDEE. No other warranty, express or implied, shall be deemed made by the AWARDEE and none shall be imputed or presumed.
9. For the full, faithful delivery of the goods called for under this P.O., National Museum of the Philippines shall pay the AWARDEE a fixed amount of **THREE HUNDRED THIRTY-FIVE 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 six percent (6%) 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 AWARDEE's account.
10. This P.O. 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 P.O. shall be brought before the Court of competent jurisdiction in the City of Manila.
12. Hereunder, representatives of **COVER AND PAGES CORPORATION**, warrants that they have authority to enter into and perform their obligations under the 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 8-Jun-22 within the prescribed period provided in the Revised Implementing Rules and Regulations of RA 9184.
14. This Purchase Order shall also serve as Notice to Proceed.

CONFORME:

Jessica Crisologo

AWARDEE