

Date: June 21, 2022

**JOB ORDER NO. 2022-06-0014**

**FLOW HARMONIC COMMERCIAL, INC.**

No. 77, 7th Street, Ista Homes 283, Sandoval Avenue,  
Pinabakuran, Pasig City

Within Sixty (60) calendar days 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 National Museum of Fine Arts building, 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.

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL VALUE
1	lot	Procurement of Preventive Maintenance of Sewerage Treatment Plant (STP) at National Museum of Fine Arts (NMFA) Building - FY 2022  <i>See attached Terms of Reference (TOR) as Annex A and Supplier's Quotation 44 Annex B.</i>	190,000.00	190,000.00
		Less: Tax 2% Vat 5%	3,392.86 8,482.14	190,000.00 11,875.00
<b>Total</b>				<b>178,125.00</b>

PR: 2022-05-0322  
Req: E. Doloretta

page 1 of 1  
General Fund  
as stated above  
has made available in accordance with the accounting and auditing regulations

RECEIVED ORIGINAL AND ACCEPTED THE ORDER

*Ferdinand Kasitan*  
Dated: 7-20-22

APPROVED

*[Signature]*  
JEREMY BARNES, CESO III  
Director-General

Funds Cluster : 01

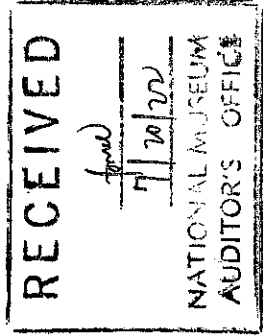
Funds Available : ₱190,000.00

ORSIBURS No. : 0161012022-06-0014

Date of ORSIBURS No. : JUN 22 2022

ALVIN CARL C. FORTES  
Accountant IV

Amount : ₱190,000.00



**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 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.).
3. **FLOW HARMONIC COMMERCIAL, INC.** shall be responsible for the source(s) of the supplies/materials/equipment/services 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 NATIONAL MUSEUM Bids and Awards Committee and approved by the Director.
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 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) from such other source(s) as it may determine, with the difference in price to be charged against the DEFALUTING AWARDDEE. Refusal by the DEFALUTING 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/completion of the project. Any request for extension not acted upon before delivery date/completion of the project shall be considered denied.
6. 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.
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 delivered and received by National Museum. Supplier further warrants that it shall comply with the conditions, specifications 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 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. No other warranty, express or implied, is made by the Seller and none shall be imputed or presumed.
9. For the full, faithful delivery of the goods called for under this Agreement, National Museum shall pay **FLOW HARMONIC COMMERCIAL, INC.** a fixed amount of **ONE HUNDRED NINETY 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%) withholding tax to be remitted directly by the National Museum 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 **FLOW HARMONIC COMMERCIAL, INC.**, 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 June 21, 2022 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

Series of 2017.

COMPLIANT

*Flow Harmonic Commercial, Inc.*

AWARDEE



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

**NOTICE OF AWARD**

**FERDINAND B. PACULAN**

Duly Authorized Representative  
FLOW HARMONIC COMMERCIAL, INC.  
No. 77 7<sup>th</sup> Street, Isla Home 2&3  
Sandoval Avenue, Pinabuhatan, Pasig City

Dear Mr. Paculan,

The National Museum of the Philippines is pleased to inform you that the Project, **PREVENTIVE MAINTENANCE OF SEWERAGE TREATMENT PLANT (STP) AT NMFA BUILDING – FY 2022**, is awarded to **FLOW HARMONIC COMMERCIAL, INC.** with a contract amount of **One Hundred Ninety Thousand Pesos (PHP 190,000.00)**.

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 21<sup>st</sup> day JUNE, 2022.

Thank you.

Conforme:

**FERDINAND B. PACULAN**

Duly Authorized Representative  
FLOW HARMONIC COMMERCIAL, INC.

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

Date: 6/21/2022



PAMBANSANG MUSEO NG PILIPINAS  
 NATIONAL MUSEUM OF THE PHILIPPINES

Supply Management Section

Project

: PREVENTIVE MAINTENANCE OF SEWERAGE  
 TREATMENT PLANT (STP) AT NMFA BUILDING  
 -- FY 2022

Project Location

: National Museum of Fine Arts Building

Approved Budget for the Contract (ABC)

: Central National Museum Buildings

Abstract No.

: PHP 000,000.00  
 : AOQ-2022-06-0052

**ABSTRACT OF QUOTATION**

ELIGIBILITY DOCUMENTS		FLOW HARMONIC COMMERCIAL, INC.	WATTS AVERS ENERGY SERVICES COMPANY
1	PhilGEPS Certificate of Registration Number	COMPLIED	COMPLIED
2	DTI Certification of SEC Registration Certificate	COMPLIED	COMPLIED
3	Mayor's/Business Permit	COMPLIED	COMPLIED
4	Income tax Return (Latest)	COMPLIED	NOT COMPLIED
5	Revised Omnibus Sworn Statement	COMPLIED	COMPLIED
6	Total Bid (PHP)	190,000.00	164,000.00
REMARKS		PASSED (2ND LOWEST CALCULATED AND RESPONSIVE BID)	FAILED

Done this 14th of June, 2022.

Prepared by:

**BERNIE ARZOBOLES**  
 Information Officer I

Conforme

**RAYMOND ALEXIS DOLOROTA**  
 Administrative Officer V  
 Project-in-Charge

**GINALYN N. DELOS SANTOS**  
 Administrative Assistant II

Approved by:

**ANA CONCEPCION M. PIANG**  
 Administrative Officer V - SMS