

JOB ORDER NO. 2022-08-002-BAC

Date: August 4, 2022

**AURORA PREMIER HOTELS & RESORTS CORP.**

445 Isaac Tolentino Ave,  
 Tagaytay City, Cavite

Please undertake the following: [ ] In the event that the winning bidder fails to comply with the criteria as enumerated in the Terms of Reference, the National Museum of the Philippines has the right to unilaterally terminated the contract with the winning bidder. In this case, termination shall take effect upon receipt of the Notice of Termination and the bidder shall paid only for the rendered services.

Office: Project implementation may start upon the receipt of this Job Order. To supply and Deliver meals and accommodation services for the three sessions of NMP Strategic GAD Planning and Budgeting scheduled in August 17 to 19, 2022 upon receipt 10/NTF

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL VALUE
		LEASE OF VENUE IN TAGAYTAY FOR 3 DAYS FOR NMP STRATEGIC GAD PLANNING AND BUDGETING ON AUGUST 17 TO 19, 2022		
		<b>INCLUSIONS</b>		
		Meals: BREAKFAST		
		At least 1 viand (chicken and / or beef		
		Vegetable side-dish		
		Rice		
		Beverage / water		
		packed meal for 1st day		
		AM and PM snacks		
		Sandwich / bread		
		Beverage / water (not soft drinks)		
		Free-flowing coffee (on site)		
		<b>LUNCH AND DINNER</b>		
		At least 2 viands (fish and chicken of beef)		
		Vegetable side-dish		
		Rice		
		Dessert		
		Beverage / water		
		Hotel Accommodation in Tagaytay (3 days & 2 nights) - Please see Technical Specification		330,000.00
55	pax		6,000.00	330,000.00
		<b>TOTAL</b>		<b>309,375.00</b>
				20,625.00

Tax 2% 5,892.86  
 VAT 5% 14,732.14  
**20,625.00**

1. The above repair/articles/service are chargeable to
2. The above repair/articles/service are to be used in
3. The amount of PHP 330,000.00

has made available in accordance with the accounting auditing regulations

RECEIVED ORIGINAL AND ACCEPTED THE ORDER

Date: Aug 10, 2022

APPROVED:

  
 JEREMY BARRIS-CESO III  
 Director-General

Funds Cluster 01  
 Funds Available \$330,000.00  
 AVIN CARL C. FORTES Accountant IV

ORS/BURS No. : 0010120220801125  
 Date of ORS/BURS No. : AUG 25 2022  
 Amount : \$330,000.00

**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/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. **AURORA PREMIER HOTEL AND RESORTS CORP**, 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 Bids 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. It is understood the payment shall be based on the following scheme:
  - a. 50% before the scheduled date of activities (Aug 17 to 19, 2022) the remaining payment shall be settled during the actual date of activities.
  - b. Or Full Payment shall be settled during the actual date of activities.
6. 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.
7. 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 or completion of the project. Any request for extension not acted upon before delivery date or completion of the project shall be considered denied.
8. 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.
9. 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.
10. 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.
11. For the full, faithful installation or delivery of the goods called for under this Agreement, National Museum of the Philippines shall pay **AURORA PREMIER HOTEL AND RESORT CORP** a fixed amount of **THREE HUNDRED THIRTY THOUSAND PESOS** Philippine of 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.
12. 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 executives, administrators, successors, assigns and personal representatives.
13. 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.
14. Hereunder, representative of **AURORA PREMIER HOTEL AND RESORTS CORP**, 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.
15. The contract for this project was prepared on, **AUGUST 4 2022** within the prescribed period provided in the Revised Implementing Rules and Regulations of RA 9184.
16. **This Job Order shall also serve as Notice to Proceed.**

CONFORME:

  
AWARDDEE