

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

JOB ORDER NO. 2022-07-003-BAC

Date: July 27, 2022

SMART COMMUNICATIONS, INC.

4TH Floor, Smart Tower 1, 6799 Ayala Avenue
Makati City

Please undertake the following: Telecommunications Services Provider - refers to the company to which the contract shall be awarded Postpaid Line Subscriptions - refers to the subscription of postpaid line services with the provision of mobile phone units Postpaid Plan Package - refers to the complete set postpaid plan including the postpaid plan features, mobile phone unit with accessories (if applicable and other related documents) Mobile Phone Units - refers to the added incentive without additional cost for the subscription of postpaid line services
under the terms and conditions specified on the reverse side hereof and in our "NOTICE TO BIDDER" which you accepted in the proposal you submitted to this Office. Project implementation may start upon the receipt of this Job Order. **August 29, 2022 to December 29, 2022 upon receipt JO/NTP and shall begin to run from the time that the subscription are activated by the Telecommunications Services Provider (subject to renewal / extension in accordance to GPPB Resolution # 41-2017)**

QTY	PLAN LIMIT	DESCRIPTION	UNIT PRICE	TOTAL VALUE
		PROCUREMENT OF POSTPAID PLAN SUBSCRIPTIONS FOR THE OFFICIALS AND KEY EMPLOYEES OF THE NATIONAL MUSEUM OF THE PHILIPPINES (NMAP)		
		SCOPE OF SERVICES		
		Unlimited local calls to all networks;		
		Unlimited local calls to Landline;		
		Unlimited Short Messaging Services (SMS) to all networks (within the Philippines);		
44	600	Minimum of four (4) gigabyte data allocation for internet access up to 25 mbps or higher and with data rollover of unused access data to the succeeding billing cycle;	600.00	26,400.00
		With LTE/5G ready SIM card of higher;		
		Mobile Phone device with specifications indicated in IV. Technical Specifications Requirement		
		Unlimited local calls to all networks;		
		Unlimited local calls to Landline;		
		Unlimited Short Messaging Services (SMS) to all networks (within the Philippines);		
19	750	Minimum of eight (8) gigabyte data allocation for internet access up to 25 mbps or higher and with data rollover of unused access data to the succeeding billing cycle;	750.00	14,250.00
		With LTE/5G ready SIM card of higher;		
		Mobile Phone device with specifications indicated in IV. Technical Specifications Requirement		
		PR:2022-06-0342		
		Req: L.B. INOVERO		
		PR: 1-TO 2		
		subtotal		40,650.00

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 201,600.00 has made available in accordance with the accounting auditing regulations

RECEIVED ORIGINAL AND ACCEPTED THE ORDER

APPROVED:

Date: AUGUST 17, 2022

JEREMY BARNS, CESO III
Director-General

Funds Cluster	<u>01</u>	ORS/BURS No. : <u>021010120220801104</u>
Funds Available	<u>\$ 201,600.00</u>	Date of ORS/BURS No. : <u>Aug 01 2022</u>
	<u>AVIN CARL C. FORTES</u>	Amount : <u>\$ 201,600.00</u>
	Accountant IV	

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JOB ORDER NO. 2022-07-003-BAC

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SMART COMMUNICATIONS, INC.

4TH Floor, Smart Tower 1, 6799 Ayala Avenue
Makati City

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QTY	PLAN LIMIT	DESCRIPTION	UNIT PRICE	TOTAL VALUE
		PROCUREMENT OF POSTPAID PLAN SUBSCRIPTIONS FOR THE OFFICIALS AND KEY EMPLOYEES OF THE NATIONAL MUSEUM OF THE PHILIPPINES (NMMP)		
		SCOPE OF SERVICES		
		Unlimited local calls to all networks;		
		Unlimited local calls to Landline;		
		Unlimited Short Messaging Services (SMS) to all networks (within the Philippines);		
		With at least 35 G8 data allocation for internet access up to 25 mbps or higher;		
		With 5G ready SIM card;		
		Mobile Phone device with specifications indicated in IV. Technical Specifications Requirement		
5	1,950	August 29, 2022 to December 29, 2022 - total contract value: 4 (four) months	1,950.00	9,750.00
		PR:2022-06-0342		
		Req: L.B. INDOVERO		
		Tax 2% 3,600.00		
		VAT 5% 9,000.00		
		12,600.00		
		TOTAL		189,000.00

- The above repair/articles/service are chargeable to
- The above repair/articles/service are to be used in
- The amount of Php 201,600.00

has made available in accordance with the accounting auditing regulations

RECEIVED ORIGINAL AND ACCEPTED THE ORDER

APPROVED:

Date: August 17, 2022

JEREMY BARNES, CESO III
Director-General


Funds Cluster 01
Funds Available 2021,600.00
AVIN CARL C. FORTES
Accountant IV

ORS/BURS No. : 021011012022-0801104
Date of ORS/BURS No. : Aug 21 2022
Amount : 2021,600.00

**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. **SMART COMMUNICATIONS, INC.**, 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. 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.
6. 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.
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 of delivery of the goods called for under this Agreement, National Museum of the Philippines shall pay **SMART COMMUNICATIONS, INC.** a fixed amount of **TWO HUNDRED ONE THOUSAND SIX HUNDRED 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.
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 **SMART COMMUNICATIONS, 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, **JULY 27, 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.**

CONFORME:


MARKO G. AN
AWARDEE