

TERMS AND CONDITIONS
(PURCHASE ORDER)

1. ALL PRICES QUOTED HEREIN ARE VALID. BIDDING AND SHALL BE EFFECTIVE UPON SIGNING OF BOTH PARTIES AND END UPON THE LAST DELIVERY OF THE GOODS AND ACCEPTANCE THEREOF BY THE ACQUIRING ENTITY.
2. In all bidding documents, Supplier's bid, including the Embassy, 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, ULTRADE PAVIL SERVICE CORP., shall be responsible for the success of its representative/bidder/contractor 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 terms shall be grounds for cancellation of the award and to warranty 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 Bid and Awards Committee and approved by the MOPE.
4. The Goods shall be delivered by the AWARDEE at the National Museum of Fine Arts and History located at P. Burgos Drive, Rockwell Center, Manila during weekdays from 9:00 am to 5:00 pm.
The delivery schedule as indicated in the 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 evidenced by the approval by the Head of the Procuring Entity (HOPE) and a receipt under the name of the AWARDEE that has not completed the delivery within the period stated in the P.O. The Contract shall be cancelled and the un-delivered balance shall be withdrawn from the AWARDEE, without prejudice to the imposition of financial sanctions in accordance with Section 89 of the RA of 2014. The National Museum of the Philippines shall bear purchase the required items; from such other materials as it may determine, with the difference in price to be charged against the DELIVERING AWARDEE. Refusal by the DELIVERING AWARDEE to withdraw 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 RA 9164 and its IRR.
The receipt of liquidated damages in all instances shall be automatic except upon 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, independent as to the Goods compliance with its technical specifications, and their color and condition, and the date of delivery upon prior due notice, written or verbal, to the authorized representative of the AWARDEE. The inspection was made 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 AWARDEE.
7. Repaired Goods shall be considered as non-delivery of the Goods as 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 a 12-month repair or refund the purchase price of defective goods delivered in accordance with the National Museum of the Philippines. The AWARDEE further warrants that a small copy with the conditions specification and requirements as stated in the Bidding Document shall also be provided hereto. The obligation for the warranty shall be covered by a retention money or a financial bank guarantee in an amount equivalent to at least one percent (1%) of the total contract price. If the AWARDEE failed to retain money, the bank shall be deducted from the total payment. Said retention money or amount 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 Bidding Document of the AWARDEE. No other warranty, express or implied, shall be deemed made by the AWARDEE, and none shall be implied or presumed.
9. For the full, valid, delivery of the goods listed in the P.O. National Museum of the Philippines shall pay the AWARDEE a fixed amount of Sixty-Two Thousand Five Hundred Ninety-Six Pesos and Eighty Philippine Currency, inclusive of all applicable taxes. The manner of payment shall be in accordance with the Accounting Rules and Regulations subject to the approval of the Director (DO), withholding tax to be withheld directly by the National Museum of the Philippines to the benefit of item no. 10 hereof (DO), All duties, excise and other taxes and 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 discussed but herein. No modifications shall be binding upon the parties and their respective successors, administrators, successors, assigns and personal representatives.
11. In case of dispute, the parties agree that enforcement of its terms and conditions contained in this P.O. shall be brought before the Court of competent jurisdiction in the City of Manila.
12. Hereunder, representatives of ULTRADE PAVIL SERVICE CORP., warrants that they have authority to enter into and perform their obligations under the Contract and that they are fully authorized to execute, deliver and perform the obligations subject hereof.
13. The contract for the project was prepared on _____ with the National Museum of the Philippines implementing Rules and Regulations of RA 9164.
14. This Purchase Order shall also serve as Notice to Proceed.

CONFORME

NOAME S. MONTALBA

AWARDEE

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RAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

NOTICE OF AWARD

NOAME S. MONTALBAN

Duly Authorized Representative
ULTRADE PHIL. SERVICE CORP
Sen. Benigno Aquino Ave., Brgy. Sambag
Jaro, Iloilo City

Dear Ms. Montalban,

The National Museum of the Philippines is pleased to inform you that the Project, **PREVENTIVE MAINTENANCE OF GENERATOR SET AT NATIONAL MUSEUM ILOILO - FY 2022**, is awarded to **ULTRADE PHIL SERVICE CORP.**, with a contract amount of **Sixty-Two Thousand Five Hundred Ninety-Six Pesos and 80/100 (PHP 62,596.80)**.

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 17th day August, 2022

Thank you.

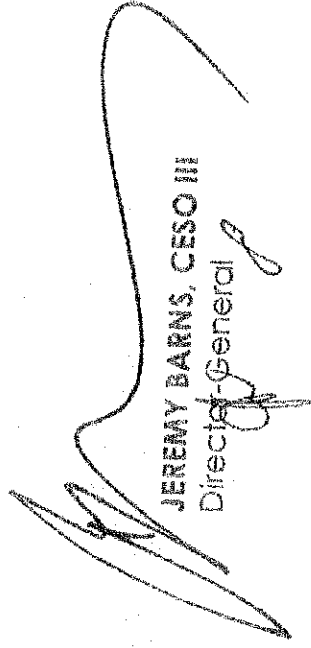
Conforme:



NOAME S. MONTALBAN

Duly Authorized Representative
ULTRADE PHIL. SERVICE CORP.

Date: Aug. 17, 2022



JEREMY BARNS, CESO III
Director-General



PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

Supply Management Section

Project PREVENTIVE MAINTENANCE OF GENERATOR SET AT
NATIONAL MUSEUM ILOILO - FY 2022
Project Location National Museum Central Office
Approved Budget for the Contract (ABC) 69,000
Abstract No. AOQ 2022-08-0069

ABSTRACT OF QUOTATION

ELIGIBILITY DOCUMENTS		ULTRADE PHIL. SERVICE CORP.
1	PhilGEPS Certificate of Registration Number	Complied
3	Mayor's/Business Permit	Complied
5	Revised Omnibus Sworn Statement	Complied
6	Total Bid (Php)	₱62,596.80
REMARKS		Single Calculated and Responsive Bid

Done this 2nd day of Aug. 2022.

Prepared by:


BERME A. EROLES
Information Officer I

Conforme;


ROLAN ROEL G. BULAO
Engineer III
Project-in-charge

Approved by:


ANA CONCEPCION M. PIANG
Administrative Officer V - SMS