

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

Date : September 29, 2022

JOB ORDER NO. 2022-09-001-BAC

FLOW HARMONIC COMMERCIAL, INC.

No. 77, 7th Street, Isla Homes 283,
Sandoval Avenue, Pinagbuhatan, Pasig City

Please undertake the following: To maintain the effective performance and operations of domestic water system and to provide a satisfactory and safe physical environment for the public and the National Museum collection.

under the terms and conditions specified on the reverse side hereof and in our " NOTICE TO BIDDER " The contractor shall perform and complete the scope of works for Sixty (60) Calendar Days upon receipt IO/NTP.

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL VALUE
		REPAIR OF DOMESTIC WATER SUPPLY SYSTEM AT NATIONAL MUSEUM OF NATURAL HISTORY BUILDING		
		TECHNICAL SPECIFICATION		
1	lot	See attached of Technical Specifications and Quotation by the Bidder as Annex A	720,000.00	720,000.00
				720,000.00
				TOTAL 675,000.00

Tax 2% 12,857.14
VAT 5% 32,142.86
45,000.00

PR: 2022-09-0606
Req: ENGR. RA. R. DOLOROTA

- The above repair/articles/service are chargeable to
- The above repair/articles/service are to be used in

General Fund
as stated above

3. The amount PHP 720,000.00

has made available in accordance with the accounting auditing regulations

RECEIVED ORIGINAL AND ACCEPTED THE ORDER

Ferdinand Foculor
Date: 11 Oct 2022 3:48Pm

APPROVED:

Jeremy Barns Ces0 III
JEREMY BARNS, CESO III
Director-General

Funds Cluster 01
Funds Available PHP 1,000.00
ALVIN CARL CROTRES
Accountant IV

ORS/BURS No. : 0210110120220901417
Date of ORS/BURS No. : SEP 29 2022
Amount : PHP 1,000.00

**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. **FLOW HARMONIC COMMERCIAL, 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.

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.
6. 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.
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 or delivery of the goods called for under this Agreement, National Museum of the Philippines shall pay **f. FLOW HARMONIC COMMERCIAL, INC.** a fixed amount of **SEVEN HUNDRED TWENTY 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).

f 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 , **September 29, 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

AWARDEE