


PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

NOTICE OF AWARD

MR. JOHNSON P. ISICAN
General Manager
JJJ-A Construction and Supplies
131 Upper Crystal Cave
Baguio City

Dear Mr. Isican,

The National Museum of the Philippines is pleased to inform you that the project **REPLACEMENT OF AIR-COOLERS AND DEHUMIDIFIERS AT CENTRAL NATIONAL MUSEUM BUILDING** is awarded to **JJJ-A CONSTRUCTION AND SUPPLIES** with a Contract Price amounting to **Six Hundred Fifty-Six Thousand Six Hundred Twenty-Five Thousand Pesos (Php 656,625.00).**

You are hereby 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 day November, 2021

Thank you.


JEREMY BARNS, CESOS III
Director-General

Conforme:


MR. JOHNSON P. ISICAN
General Manager

JJJ-A Construction and Supplies

Date: 11/24/21


PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

Bids and Awards Committee (Secretariat)


Project : Replacement of Air-Coolers and Dehumidifiers at Central National Museum Building
Project Location : Central National Museum Buildings
Approved Budget (ABC) : PHP 759,000.00
Abstract No. : AOO-2021-

ABSTRACT OF QUOTATION

ELIGIBILITY DOCUMENTS	JJJA CONSTRUCTION AND SUPPLIES	GOODLINKS STAFFERS, GENERAL, MERCHANDISE & MAINTENANCE SERVICES	GRIDPOINT GREENER, INTELLIGENT	MMM PRECISION INSTRUMENTS TRADING
1. PhilGEPS Certificate of Registration Number	complied	complied	complied	complied
2. DTI Certification of SEC Registration Certificate	complied	complied	complied	complied
3. Mayor's/Business Permit	complied	complied	complied	complied
4. Income tax Return (Latest)	complied	complied	NA - Not Available	complied
5. Revised Omnibus Sworn Statement	complied	complied	complied	complied
6. Total Bid (Php)	656,625.00	755,000.00	329,900.00	754,990.00
REMARKS	PASSED (Lowest Calculated Bid)	PASSED	FAILED did not meet the specs.	PASSED

Done this 15th day of November, 2021.

Prepared by:


 LORD CICERIO ESTACION
 BAC Secretariat

Approved by:


 EDWIN J. DELA ROSA
 Head, BAC Secretariat

PURCHASE ORDER

NATIONAL MUSEUM OF THE PHILIPPINES

Entity Name

Supplier : **JJJ-A Construction and Supplies**

Address : **131 Upper Crystal Cave, Baguio City**

T.I.N. : **931-202-370-000**

P.O. No. : **2021-11-019-BAC**

Date : **November 25, 2021**

Mode of Procurement : **Small Value**

Gentlemen

Please furnish this Office the following articles subject to the terms and conditions contained herein

Place of Delivery : <u>Supply Management Section</u>	Delivery Term : _____
Delivery Period : <u>Thirty (30) Calendar Days upon receipt of this Purchase Order</u>	Payment Term : <u>Charge</u>

Stock/Property No.	Unit	Description	Quantity	Unit Cost	Amount
	lot	Mobilization	1	40,000.00	40,000.00
	set	Replacement of defective Portable Air Cooler units: 30L water tank capacity, 250Watts power, 230V, 60Hz, for 60-65 sqm area, floor standing type with wheels and remote control	3	43,700.00	131,100.00
	set	Replacement of Dehumidifiers - Dehumidifier: 4.6L tank capacity, 20L per 24h Dehumidification output & up to 70m2/175m3 room size	11	32,200.00	354,200.00
<i>Estimated Direct Cost:</i>					525,300.00
<i>Estimated Indirect Cost:</i>					
					Contractor's Profit: 10%
					52,530.00
					Overhead, contingencies and miscellaneous: 3%
					15,759.00
					Contractor's Tax: 12%
					63,036.00
<i>Estimated Indirect Cost</i>					131,325.00
					656,625.00
					Tax1% - 5,862.72
					VAT5% - 29,313.62
					35,176.34
Total					P621,448.66

(Total Amount in Words) SIX HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED FORTY-EIGHT PESOS AND 66/100

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered item/s.

Conforme

Very truly yours

Salansy
Signature over printed name of Suppliers
Date: **12/9/21**

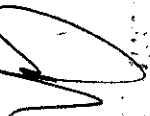
JEREMY BARNS, CESO III
Director-General

Funds Cluster : D1	ORS/BURS No. : ORP/11/07/2021/201378
Funds Available : ₱6516,625.00	Date of ORS/BURS No. : Dec 01 2021
Accountant: <i>ALVIN CARIZ/FORTES</i>	Amount : ₱6516,625.00

**TERMS AND CONDITIONS
(PURCHASE 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 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, JJJ-A Construction and Supplies**, shall be responsible for the source(s) of its 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 to comply 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 Bids and Awards Committee and approved by the HOPE.
4. The Goods shall be delivered and installed by the AWARDDEE at the National Museum of Fine Arts Building located at P. Burgos Drive, Rizal Park, Manila during weekdays from 9:00 am to 2:00 pm.
The delivery schedule as indicated in this P.O. may be modified at the option of the National Museum of the Philippines, with prior notice, written or verbal, to the AWARDDEE.
5. The delivery shall be extended subject to the approval by the Head of the Procuring Entity(HOPE) and if warranted under the law. If the AWARDDEE has not completed the delivery within the period stated in the P.O., this Contract shall be cancelled and the undelivered balance shall be withdrawn from the AWARDDEE, without prejudice to the imposition of liquidated damages in accordance with Section 69 of the IRR of R.A. 9184. The National Museum of the Philippines 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 DEFAULTING AWARDDEE. Refusal by the DEFAULTING AWARDDEE to shoulder 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 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 of the Philippines before the scheduled delivery date. Any request for extension not acted upon before deliver date shall be considered denied.
6. The acceptance by the National Museum of the Philippines of the Goods delivered by the AWARDDEE shall be deemed acceptance as to the quantity only. Inspection as to the Goods' compliance with the technical specifications, and their order and condition, will be done in the presence of the representatives of both AWARDDEE and the National Museum of the Philippines within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorized representative of the AWARDDEE. The inspection will push through even in the absence of the AWARDDEE'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 AWARDDEE or its representative shall be final and binding upon the the AWARDDEE.
7. Rejected deliveries shall be construed as non-delivery of the Goods, so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item no. 5 hereof.
8. The AWARDDEE warrants that the goods subject of this P.O. are new and free from any defects both in workmanship and materials. Further, the AWARDDEE warrants that it shall replace, repair, or refund the purchase price of defective goods delivered to and received by National Museum of the Philippines. The AWARDDEE further warrants that it shall comply with the conditions, specification and requirements as stated in the 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 the AWARDDEE 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 Philippines of the goods without prejudice to the warranty mentioned in the Bid Proposal of the AWARDDEE. No other warranty, express or implied, shall be deemed made by the AWARDDEE and none shall be imputed or presumed.
9. For the full, faithful delivery of the goods called for under this P.O., National Museum of the Philippines shall pay the AWARDDEE a fixed amount of **SIX HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED TWENTY-FIVE 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 six percent (6%) 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 AWARDDEE'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 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 P.O. shall be brought before the Court of competent jurisdiction in the City of Manila.
12. Hereunder, representatives of **JJJ-A Construction and Supplies**, warrants that they have authority to enter into and perform their obligations under the 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 November 25, 2021 within the prescribed period provided in the Revised Implementing Rules and Regulations of RA 9184.
14. **This Purchase Order shall also serve as Notice to Proceed.**

CONFORME:


AWARDEE