Special Conditions of Contract

GCC	Special Conditions of Contract
Clause	
1	Scope of Services
1	
	1. Supply, delivery, and installation of Wall Mounted LED Screen at the 2 nd floor, Ramon Magsaysay Hall, SSS Main Office Bldg., East Avenue, Diliman, Quezon City.
	2. Provide at least two (2) years warranty on parts and service including accessories on wall mounted LED screen components (cabinet, LED module, power supply, data card, scaling video processor, etc.) from the date of acceptance.
	3. Provide a comprehensive, but not limited to, the training for system management and maintenance.
	Usage of the Equipment/Facilities;
	Problem Isolation and Troubleshooting; and Section 11 April 2 Ap
	System Installation and Configuration and Fine Tuning
	4. Inclusion of the following accessories:
	• Five (5) Spare Modules
	• Three (3) Spare Power Supply
	Spare Receiving Card
	Main Power Cable
	Main Signal Cable
	Power Aviation Plug Signal Assistion Plug
	Signal Aviation PlugVideo processor with fiber cable with connectors
	Flight Case
	Bracket and stand support
	LED Wall power connectors
	Power distribution box
	 Automatic voltage regulator (AVR) 15kVA to 20KVA rating 220 volts.
	In case of damage during the warranty period, the service provider shall provide the necessary spare materials.
,	5. Other miscellaneous items, incidental works, and services to complete the functionality of the system.
	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to the Contract are DDP delivered at 2 nd floor, Ramon Magsaysay Hall, SSS Main Bldg., East Avenue, Diliman, Quezon City.
	Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
*	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

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For purposes of this Clause the Procuring Entity's Representative at the Project Site is Atty. Junjie M. Labangco, Concurrent Acting Head of the Office Services Department (OSD) or his authorized representative.

Incidental Services -

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. tools required for assembly and/or maintenance of the supplied Goods;
- c. detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **five (5) years.**

Spare parts or components shall be supplied as promptly as possible, but in any case, within within one (1) month of placing the order.

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

The terms of payment shall be one-time payment after final acceptance of delivered wall mounted LED screen which shall be credited to the LANDBANK or DBP or any choice of bank account subject to applicable bank charges of the winning bidder.

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The payment shall be subject to retention of Withholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS.

Payment using Letter of Credit is not allowed.

The winning bidder shall provide at least two (2) years warranty on parts and services including accessories.

6 Liability of the Supplier

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1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.

The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement.

- 2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the SUPPLIER with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the Agreement.
- 3. FORCE MAJEURE. SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that SUPPLIER's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.

For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which SUPPLIER could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by SUPPLIER. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a force majeure situation arises, SUPPLIER shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, SUPPLIER shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.

4. NON-ASSIGNMENT. SUPPLIER shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. SUPPLIER shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS.

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- 5. WAIVER. Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.
- 6. CUMULATIVE REMEDIES. Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.
- 7. NO EMPLOYER-EMPLOYEE RELATIONSHIP. It is expressly and manifestly understood and agreed upon that the employees of SUPPLIER assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and SUPPLIER.

The Agreement does not create an employer-employee relationship between SSS and the SUPPLIER including its personnel; that the services rendered by the personnel assigned by SUPPLIER to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The SUPPLIER hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to SUPPLIER's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. The SUPPLIER shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

- 8. PARTNERSHIP. Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.
- 9. COMPLIANCE WITH SS LAW. SUPPLIER shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should SUPPLIER fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from SUPPLIER's receivables under this Agreement.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from SUPPLIER. Moreover, SUPPLIER shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

Charles

10. COMPLIANCE WITH LABOR LAWS. SUPPLIER, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.

It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by SUPPLIER and that he/she assumed full responsibility thereof.

11. COMPLIANCE WITH TAX LAWS. SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by SUPPLIER to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.

As required under Executive Order (EO) 398, s. 2005, SUPPLIER shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. SUPPLIER, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.

- 12. LIQUIDATED DAMAGES. If SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.
- 13. HOLD FREE and HARMLESS. SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, SUPPLIER agrees to indemnify SSS for any damage as a result of said implementation.

SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to SUPPLIER's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which SUPPLIER or any of its employees may sustain in the performance of SUPPLIER's obligations under this Agreement.

14. SETTLEMENT OF DISPUTES. If any dispute or difference of any kind whatsoever shall arise between SSS and SUPPLIER in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or SUPPLIER may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," in order to settle their disputes.

No arbitration in respect of this matter may be commenced unless such notice is given.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

- 15. VENUE OF ACTIONS. In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues.
- 16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.
- 17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives.
- 18. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision.
- 19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest.

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Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Delivered, Weeks/Months
MANDAT	ORY REQUIREMENT		
1	Supply, delivery, and Installation of Wall Mounted LED screen Accessories: Spare Module Spare Power Supply Replacement Receiving Card Main Power Cable Main Signal Cable Power Aviation Plug Signal Aviation Plug Video processor with fiber cable with connectors Flight Case Bracket and stand support LED Wall power connectors Power distribution box Automatic voltage regulator (AVR) 15kVA to 20kVA rating 220 volts Other miscellaneous items and incidental works/services	 5 units 3 pcs 1 pc 	Within 60 calendar days from receipt of Notice to Proceed (NTP) and Signed Contract/Purchase Order (PO)
SERVICE	OPTIONS		
2	Maintenance of wall mounted LED screen	As needed	As needed
OTHER S	ERVICES	1	
3	Training/Orientation: Operation, maintenance, and troubleshooting	Three (3) EFMD personnel	Upon installation of wall mounted LED screen
4	Warranty on parts and services including accessories	Two (2) years	To commence upon issuance of final acceptance of OSD.

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	



Technical Specifications

Item	Specification	Statement of Compliance	Annex	
[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.] Bidder(s) must submit product specification or brochure. Specification not indicated in the brochure must be verifiable online or inspection of actual unit offered for items 2 to 22.				
1 .	LED SCREEN SIZE (W x H)			
	• At least 6.0m x 3.0m			
	Bidders must submit drawing proposal indicating the above size requirement			
2	 SCREEN RESOLUTION (W x H) Minimum of 256 x 128 dots or approved manufacturer's standard 			
3	• Maximum of 3.0 mm			
4	MODULE SIZE At least 250 mm x 250mm or approved manufacturer's standard			
5	MODULE WEIGHT • 0.24 kg (minimum)			
6	MODULE QUANTITY • 4 x 2 pcs or approved manufacturer's standard			
7	• At least 6500k			
8	GRAYSCALE • At least 14 bits		-	
9	BRIGHTNESS • At least 500 to 1000 nits			
10	• At least 3840 Hz			
11	VIEWING ANGLE (H/V°) ■ 140/140°			

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Item	Specification	Statement of Compliance	Annex
12	CABINET SIZE (W X H)		
	• at least 500mm x 1000mm or approved		
	manufacturer's standard		
13	CABINET RESOLUTION (dots)		
	(W X H)		
	• at least 256 x 168		
14	CASE MATERIAL		
	Die casting aluminum		
15	INPUT VOLTAGE		
	• AC200V-240V		
16	POWER SUPPLY		
	• 220V 5V 40A		
17	AVE. POWER CONSUMPTION		
	• At least 150W/m ²		
18	MAX. POWER CONSUMPTION		
	• At least 540W/m ²		
19	OPERATING TEMPERATURE		
	• -20°C to 60°C		
20	OPERATING HUMIDITY		
	• At least 10% ~ 95%		
21	IP RATING		
	• IP20 to IP43		
22	LIFE SPAN		
	• ≥100,000 hours		
23	List of service centers/accredited services with		
	address and contact information, which will		
	provide technical after sales support.		
	Bidder must submit list of service centers/accredited		
24	services signed by authorized representative. Certification from the service provider's supplier that:		-
24	a. The inclusions/accessories are brand new; and		
740	b. The inclusions/accessories are at least five (5)		
	years on the market		
	Bidders must submit brochure or notarized		
	undertaking.		

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date.	



Prio	ce Schedule(s)/Bid Breakdown	
Name of Bidder	Invitation to Bid Number	,

WALL MOUNTED LED SCREEN

Cost Component	Quantity	Total Cost
Supply, Delivery, and Installation of Wall Mounted		
LED Screen with the following parts and components:		
Spare Module	5 units	₽
Spare Power Supply	3 pcs	₱
Replacement Receiving Card	1 pc	₱
Main Power Cable	1 pc	₱
Main Signal Cable	1 pc	₱
Power Aviation Plug	1 pc	₱
Signal Aviation Plug	1 pc	₱
Video processor with fiber cable with connectors	1 pc	₱
Flight Case	1 pc	₱
Bracket and stand support	1 pc	₱
LED Wall power connectors	1 pc	₱
Power distribution box	1 pc	₱
Automatic voltage regulator (AVR) 15kVA to 20kVA rating 220 volts	1 pc	₽
Other miscellaneous items and incidental works/services	1 pc	P
Maintenance of wall mounted LED screen	N/A	Free
Training / Orientation: Operation, maintenance, and troubleshooting	N/A	Free
Warranty on parts and services including accessories	N/A	Free
TOTAL		₽

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

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