CONTRACT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF MULTI-MEDIA PROJECTORS

KNOW ALL MEN BY THESE PRESENTS:

This Contract for the Supply, Delivery and Installation of Multi-media Projectors (the "Contract") is made and entered into by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION, a government instrumentality created and existing under and by virtue of R.A. 3591, as amended, with principal office address at SSS Bldg., 6782 Ayala Avenue cor. Rufino St., Makati City, Metro Manila, represented herein by its Vice President for Information Technology Group, Ms. MARIA BELINDA C. SAN JOSE, hereinafter referred to as the "CLIENT"

- and	d -
duly organized and existing	d domestic corporation
the laws of the Republic principal office address of	c of the Philippines, with
represented herein by its	
	nereinafter referred to as
the "CONTRACTOR"	

WITNESSETH: That -

WHEREAS, the **CLIENT** needs to update its existing multi-media projectors which are already experiencing intermittent problems resulting to low-resolution presentations and inconsistent colors; and thus, contribute to the **CLIENT's** over-all operational efficiency;

WHEREAS, on ______, the CLIENT conducted a public bidding for the purpose pursuant to the provisions of Republic Act No. 9184 (The Government Procurement Reform Act);

WHEREAS, in said public bidding, the **CONTRACTOR** submitted the most responsive bid, offering the most advantageous terms and conditions;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereby agree as follows:

I. SUBJECT MATTER

The **CONTRACTOR** agrees to fully supply, deliver and install, to the satisfaction of the **CLIENT**, the following:

. Project		12 Units
	in Features	
•	No. of Units	Nine (9) units
	Screen brightness	At least 3,000 lumens
•	Contrast Ratio	At least 4000:1
• .	Screen Pixels	At least 1,024 x 768
•	Total Pixels	At least 2,359,296
• ,	Aspect Ratio	At least 4:3
•	Estimated Life of Lamp	At least 4,000/5,000 hours
	(Normal/Eco Mode)	
•	No. of Units	Two (2) units
• (Screen brightness	At least 4,000 lumens
	Contrast Ratio	At least 5000:1
• 5	Screen Pixels	At least 1,280 x 800
• 1	otal Pixels	At least 3,072,000
• /	Aspect Ratio	At least 16:10
	stimated Life of Lamp	At least 4,000/5,000 hours
	Normal/Eco Mode)	
		
• 1	No. of Units	One (1) unit
• S	creen brightness	At least 5,000 lumens
	Contrast Ratio	At least 1000:1
• S	creen Pixels	At least 1,024 x 768
• T	otal Pixels	At least 2,359,296
• A	Aspect Ratio	At least 4:3
	stimated Life of Lamp	At least 3,000/4,000 hours
	Normal/Eco Mode)	
b. Com	mon Features	
• P	anel Size (Technology)	at least 3LCD 0.59"
	umination Uniformity	At least 80%
(0	corner to center)	
• L	amp Wattage	At least 230 Watts
• Ir	nage Diagonal	At least 30 – 300 inch
	nage Width	At least 0.61 - 6.10 m
	rojector Elevation	At least maximum of +/- 4 degrees
	djustment	
	ertical Keystone	At least up to 10 degrees
	orrection	
	nage Orientation	Normal, Reversed, Inverted
	uilt-in Speaker	At least 7 watts
	orts/Terminals	Must have the following ports/terminals
		• HDMI

	VGA in 1	
	VGA in 2/VGA Out	
	AV Audio In/Out	
	Component/Video In	
	S-Video In	
	Audio In (VGA)	
	• LAN (RJ45)	
 Power Requirements 	100 – 240 V AC, 50/60 Hz	
 Standard Accessories 	Must have the following accessories:	
	Owner's Manual on CD-ROM,	
	• Wireless Remote Control (w/	
	batteries)	
	Quick Start Guide	
	AC Power Cord	
	VGA Cable	
	Projector Bag	
 Others 	Must have the following features:	
	Auto Keystone	
	Auto Input Search	
	Auto PC (Personal Computer)	
	adjustment	
	WUXGA – VGA and Mac Compatible	
	NTSC / PAL / SECAM Compatible	
	Replaceable Lamp and Filter	
2. Projector Screens	Ten (10) units	
-	The ten (10) units of projector screens is	
	broken down as follows:	
	Five (5) units must have a minimum	
	width of 84 in. or 7 ft. Three (3) units must have a minimum	
a. Details	width of 72 in, or 6 ft.	
	Two (2) units must have a minimum	
	width of 96 in. or 8 ft.	
	All projectors screens must have a	
	minimum height of 60 in. or 6 ft.	
	Must have the following features:	
	Manual Pull-down	
b. Other Features	Matte White Fabric	
	Wall/Ceiling Mounted	

3. Other Deliverables

- Supply, delivery and installation of nine (9) units of universal ceiling support and brackets consisting of the following:
 - One (1) piece customized steel rotating bracket
 - Eight (8) pieces fixed bracket
- Supply, delivery and installation of eight (8) sets of on/off power switches with plate cover and recessed PVC housing
- Supply, delivery and installation of twelve (12) sets of HDMI, VGA and RCA Video wall plate outlets and cables
- Supply, delivery and installation of twelve (12) sets HDMI, VGA and RCA Video patch cords with the following technical specifications:
 - High Resolution HDMI/VGA Cables and connectors with housing
 - At least 25 AWG 75 ohms coaxial (R.G.B.W.Y)
 - Conductor should be at least 26 AWG tinned copper 11 ohms/100 ft
 - Insulation should be Natural Foamed Polylefin
 - Shield should be Aluminum polyester 100%
 - Impedance shall be at least 75±3 ohms
 - Attenuation (10Mhz) shall be at least 1.54 db/100ft
- Installation of the universal ceiling brackets, on/off power switches, HDMI, VGA and RCA Video wall plate outlets, patch cords and cables in accordance with the planned distribution indicated in Annex A
- Supply and delivery of PVC pipes and mouldings for wall and ceiling to conceal the cables.

(Hereinafter collectively referred to "Equipment")

II. OBLIGATIONS AND UNDERTAKING

The **CONTRACTOR** shall fully and faithfully perform the following:

- a. The **CONTRACTOR** shall supply and deliver the multi-media projectors and projector screens within forty-five (45) calendar days upon the execution of this Contract.
- b. The **CONTRACTOR** shall complete the set-up, installation and testing of the Equipment within three (3) months from the execution of this Contract and in accordance with the planned distribution indicated in **Annex "A"** hereof.
- c. It shall provide at least three (3) years warranty on all parts and services, reckoned from the date of the **CLIENT's** issuance of the certificate of completion. For lamp, glass and lens, the **CONTRACTOR** shall provide at least six (6) months warranty, reckoned from the date of the issuance by the **CLIENT** of the certificate of completion.
- d. In case any of the item referred to in this Contract is in need of repair within the warranty period herein specified, the CONTRACTOR shall make the necessary repair within 24 hours after the problem is reported. If the CONTRACTOR fails to do the necessary repair within the 24-hour period, the CONTRACTOR shall provide the CLIENT with a service unit of the same or higher specification before the expiration of the 48-hour grace period provided for herein.
- e. The **CONTRACTOR** shall, throughout the period of warranty, promptly respond to technical consultations as may be propounded by the **CLIENT** regarding the Equipment from 9:00 a.m. to 5:00 p.m., Monday to Friday, except during legal holidays. The **CONTRACTOR's** Technical and Support Group/s shall respond no later than 4 hours after receipt of call or request for assistance from the **CLIENT**.
- f. The **CONTRACTOR** shall undertake and provide the **CLIENT**, through its Technical Support Department, the necessary training pertaining to the operation of the Equipment.

III. REPRESENTATIONS AND WARRANTIES

The **CONTRACTOR** represents and warrants to the **CLIENT** that:

- a. It is a domestic corporation duly registered and existing under and by virtue of the laws of the Republic of the Philippines.
- b. It has full legal power, authority and right to carry on its present business.

 The **CONTRACTOR** further warrants that its representative M.

 has full legal power to sign, execute and deliver

this Contract and that it will comply, perform and observe the terms and conditions hereof.

- c. All corporate and other actions necessary to validate or authorize the execution and delivery of this Contract have been taken.
- d. This Contract, when executed and delivered, will be legal, valid and enforceable in accordance with its terms.
- e. To the knowledge of the **CONTRACTOR**, there are no pending or threatened actions or proceedings before any court or administrative agency of any jurisdiction, which may materially or adversely affect the financial condition or operation of the **CONTRACTOR** or the **CONTRACTOR's** ability to comply with the terms and conditions of this Contract.

If the **CONTRACTOR** should thereafter learn of the existence or occurrence of the same, the **CONTRACTOR** undertakes to report such fact to the **CLIENT** within five (5) calendar days therefrom.

Failure to do so shall constitute a sufficient ground for the cancellation of this Contract and the enforcement of remedies which the **CLIENT** may exercise under this Contract, pertinent laws, rules and regulations.

- f. The Equipment are brand new, unused, of the most recent models, and that they incorporate all recent improvements in design and materials.
- g. In an unconditional, unqualified, absolute, full and direct manner, the Equipment have no incompatibilities or any defect, hidden, inherent or otherwise, which would render them unfit for the use for which they were intended, or which would diminish the fitness of their use to the extent that, had the **CLIENT** been aware thereof, it would not have acquired the same.

The acceptance of the Equipment by the **CLIENT** shall not, at any given time, be deemed a waiver of any of the causes of action which the **CLIENT** may subsequently exercise by reason of any defect mentioned in the immediately preceding paragraph.

h. It shall undertake to repair and/or replace during the warranty period any of the items subject of this Contract within the period stated in Section II hereof at no extra charge to the CLIENT. Should the CONTRACTOR fail to undertake the necessary remedial action within the required period, the CLIENT shall have the right to proceed to take such remedial action as may be necessary at the CONTRACTOR's risk and expense, and without prejudice to other rights which the CLIENT may have against the CONTRACTOR under the Contract and the applicable law.

i. The obligation of the **CONTRACTOR** under this Contract, and other ancillary documents which may be executed in connection herewith, shall constitute its direct, absolute and unconditional obligation.

IV. CONSIDERATION/CONTRACT PRICE

Fc	or and in c	onsid	eratior	of th	e supply,	delivery	and p	perform	ance o	f all
the Equip	pment an	id ser	vices h	erein	required,	as well	as co	ompliar	ice by	the
CONTRA	CTOR with	any (and all	the to	erms and	condition	ons spe	ecified	herein,	the
CLIENT	agrees	to	pay	the	CONTRA	CTOR	the	sum	total	of
			PESOS	(Php	 		_) , Ph	ilippine	currer	су,
inclusive	of any a	nd all	taxes	(inclu	ıding, but	not lim	ited t	o, the o	applica	ıble
Value Ac	ded Tax),	fees,	duties	and s	uch other	· imposts	or lev	ies which	ch may	be
required	by the go	vernn	nent, b	oth no	ational an	d local.			•	

V. PAYMENT SCHEDULE

The amount of consideration referred to in the immediately preceding Section shall be paid by the **CLIENT** to the **CONTRACTOR** not earlier than seven (7) working days after the issuance by the **CLIENT**, thru its Technical Support Department (TSD), of a certificate of completion in favor of the **CONTRACTOR**.

VI. RELATION OF THE PARTIES

The **CONTRACTOR** shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of the **CLIENT** or bind the **CLIENT** in any manner whatsoever. The **CONTRACTOR's** personnel, representatives or staff shall not be construed as employees of the **CLIENT**. The **CONTRACTOR** is being engaged herein as an independent contractor. Nothing herein shall be construed as creating an employer/employee relationship between the **CONTRACTOR's** employees, representatives or staffs and the **CLIENT**.

VII. PERFORMANCE SECURITY

- a. To guarantee the faithful performance of the obligations and services required under this Contract, the CONTRACTOR shall, upon execution of this Contract, post in favor of the CLIENT a Performance Security in the form of (Form of Security) in an amount equivalent to (Minimum Amount in % of Total Contract Price).
- b. In the event that the Performance Security offered by the **CONTRACTOR** would be deemed inadequate or otherwise rendered unacceptable, the **CLIENT** shall have the right to require the **CONTRACTOR** to post additional performance security in the form and amount determined by the **CLIENT** and allowed under existing laws and regulations.

- c. The Performance Security shall be released not earlier than seven (7) working days from the end of this Contract's term upon the CLIENT's issuance of the certificate of completion. The Performance Security shall answer for any damage that the CLIENT may suffer by reason of the CONTRACTOR's default of any of its obligations and/or breach of the terms and conditions of this Contract. It shall likewise guarantee payment for any loss, damage or injury that may be caused by the CONTRACTOR to the CLIENT, its employees and guests.
- d. The Performance Security shall be forfeited in favor of the **CLIENT** in the event that the **CONTRACTOR** is in default or breach of its obligation under this Contract. Any changes made in this Contract shall in no way annul, release or affect the liability of the **CONTRACTOR** and the surety.
- e. Failure of the **CONTRACTOR** to comply with any of the terms and conditions of this Contract shall result in the forfeiture of the Performance Security.

VIII. LIQUIDATED DAMAGES

- a. In the event that the CONTRACTOR violates any of the terms and conditions of this Contract, nealects or fails to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the **CONTRACTOR** shall be liable for damages for such failure and shall pay the CLIENT liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay or breach, in addition to other remedies that the CLIENT may exercise under this Contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the CLIENT. In the event that the total sum of liquidated damages or the total cost to the **CLIENT** of any such delay or inability by the Contractor to deliver its obligations exceeds 10% of the contract price, the **CLIENT** may terminate this Contract upon giving the **CONTRACTOR** written notice at least five (5) calendar days prior to the intended date of termination. The CLIENT may also impose other appropriate sanctions over and above the liquidated damages.
- b. The **CLIENT** need not prove that it has incurred actual damages to be entitled to liquidated damages. Furthermore, the **CLIENT** reserves the right to deduct any and all of the liquidated damages from any money due or payments which may become due to the **CONTRACTOR** under the terms of this Contract and/or from the securities/warranties filed/submitted by the **CONTRACTOR** as the **CLIENT** may deem convenient and expeditious under the prevailing circumstances.

IX. RETENTION MONEY

To ensure the full, faithful and satisfactory compliance by the **CONTRACTOR** of all the terms and conditions of this Contract as well as to cover for any defects on the Equipment, a retention money equivalent to ten percent (10%) of the total amount due to the **CONTRACTOR** shall be deducted/retained in favor of the **CLIENT** by the **CONTRACTOR**.

The retention money shall be released to the **CONTRACTOR** only after the **CLIENT** shall have issued a final certificate of full acceptance of the Equipment, which certificate shall be issued only after the lapse of the warranty period provided herein; and provided, further, that the Equipment supplied/delivered/installed under this Contract are free from patent and latent defects and all conditions imposed under this Contract have been fully met.

X. INDEMNITY

The **CONTRACTOR** assumes full and complete responsibility as well as any and all risks attendant or incidental to the selection of the equipment to achieve the intended result and for the installation, use and results obtained from it. The **CONTRACTOR** shall be directly, fully and solely liable to the **CLIENT** for any loss or damage that the **CLIENT** may sustain, and for any claim made against the **CLIENT** by a third party arising out of the use of a defective or malfunctioned equipment or inability to use such equipment. The loss or damage may be in the form of, but shall not be limited to, loss of profits, revenue, data, records or costs of substitute goods or services, property damage, personal injury, interruption of business, loss of business information or for any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, arising out of the use of or inability to use the equipment as intended.

The **CONTRACTOR** agrees to fully compensate, indemnify and hold harmless the **CLIENT** and its officers, directors, employees, and agents for any loss, damage, cost, expense, liability or claim suffered or incurred by, or made against the **CLIENT** arising out of the **CONTRACTOR's**, fraud, misrepresentation, negligence, omission or willful misconduct or breach of its warranty as provided herein.

The indemnity required herein shall be in addition to the forfeiture of the Performance Security

XI. SUSPENSION OF PAYMENT/PRE-TERMINATION FOR DEFAULT

The **CLIENT** shall have the right to suspend, in whole or in part, any payment due to the **CONTRACTOR** under this Contract in the event there is delay, default, failure or refusal on the part of the **CONTRACTOR** to perform its obligations under this Contract in an acceptable manner. Further, the **CLIENT** shall have the right to procure/engage, upon such terms and manner as

PDIC shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **CONTRACTOR**. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the **CONTRACTOR**.

In the event that such delay, default, failure or refusal continues for a period of more than ten (10%) percent of the Contract price or time, whichever comes first, inclusive of the duly granted time extension, if any, the CLIENT shall have the right to pre-terminate this Contract upon giving the CONTRACTOR written notice at least five (5) calendar days prior to the intended date of termination. In addition, the CLIENT shall have the right to procure/engage the services of another contractor to complete the services required of the CONTRACTOR under this Contract. Any and all expenses that the CLIENT may incur in connection thereto shall be for the sole account of the CONTRACTOR, and shall accordingly be reimbursed to PDIC within fifteen (15) calendar days from written demand.

The **CONTRACTOR** hereby agrees that the remedies mentioned above shall be understood to be without prejudice to other rights that the **CLIENT** may exercise under this Contract such as, but not limited to, the forfeiture of the **CONTRACTOR's** Performance Security, as well as the availment by the **CLIENT** of other remedies under the applicable laws, rules and regulations.

XII. PRE-TERMINATION FOR UNLAWFUL ACTS

The **CLIENT** may pre-terminate this Contract, after giving the **CONTRACTOR** written notice at least five (5) calendar days prior to the intended date of termination, whenever it is determined by the **CLIENT** that the **CONTRACTOR** has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to Contract acquisition and implementation. Unlawful acts shall include, but not necessarily limited to, the following:

- a. Corrupt, fraudulent, and coercive practices as defined under R.A 9184 otherwise known as the "Government Procurement Reform Act;"
- b. Drawing up or using forged document;
- d. Any other act analogous to the foregoing.

The **CONTRACTOR** hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to the **CLIENT** under this Contract or the applicable laws.

XIII. OTHER GROUNDS FOR PRE-TERMINATION

The **CLIENT** may pre-terminate this Contract, in whole or in part, at any time for its convenience, after giving written notice to the **CONTRACTOR** at least five (5) calendar days prior to the intended date of termination, if it has

been determined by the **CLIENT** that the continuance of this Contract would be economically, financially or technically impractical and/or unnecessary on the part of the **CLIENT** such as, but not limited to, fortuitous event(s), changes in law or the **CLIENT's** or national government policies.

XIV. NON-WAIVER OF RIGHTS

The failure of the **CLIENT** to insist upon the strict performance of any of the terms and conditions of this Contract shall not be deemed a relinquishment or waiver of any right or remedy that the **CLIENT** may have nor shall it be construed as a waiver of any subsequent breach or default of the terms and conditions hereof, which in turn, shall continue to be in full force and effect. No waiver by the **CLIENT** of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by the **CLIENT**.

XV. MISCELLANEOUS PROVISIONS

- a. **Severability** If any one or more provisions of this Contract shall, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
- b. **Binding Effect/Assignment of Rights** This Contract shall be binding upon the **CONTRACTOR**, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the **CONTRACTOR** shall not in any way assign, or transfer its rights and obligations under this Contract without the written approval of the **CLIENT**.
- c. **Amendment -** This Contract may be amended or modified only in writing upon mutual agreement of the parties hereto.
- d. **Governing Law and Language –** The rights and obligation of the parties hereto shall be governed primarily, by the provisions of this Contract, and suppletorily by the provisions of R.A. 9184 otherwise known as the "Government Procurement Reform Act" and other applicable law, rules and regulations.

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning and interpretation of this Contract. All correspondences and other documents pertaining to this Contract exchanged by the parties shall be written in English.

e. **Documents Incorporated** – The provisions of this Contract shall be read together with the Terms of Reference and other related bid documents, which documents shall be considered integral part of the provisions and requirements of this Contract.

Contractor
By:
Date: Place:
CERTIFICATION
This is to certify that pursuant to PDIC Board Resolution No
IRENE DL ARROYO Vice President, Treasury Group
SIGNED IN THE PRESENCE OF:
RENAR M. GONZALES Manager, Technical Support Department

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) MAKATI CITY) S.S
BEFORE ME, a Notary Public, for and in the City of Makati on this day of, 2015, personally appeared Ms. Maria Belinda C. San Jose with Community Tax Certificate/identification No, issued on at
Known to me and to me known to be the same person who executed the foregoing document and she acknowledged to me that the same is her own free and voluntary act and deed as well as the Corporation which she represents, and that she is duly authorized to sign the same.
This instrument refers to a Contract for the Supply, Delivery and Installation of Multi-media Projectors, consisting of () pages, including this page where the Acknowledgment is written, signed on each and every page thereof by the party and the instrumental witness and thereafter sealed with my notarial seal.
WITNESS MY HAND AND SEAL on the date and place first above-written.
Notary Public
Doc. No; Page No; Book No; Series of 2015.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
BEFORE ME, a Notary Public for and in Makati City, on this day of, 2015, personally appeared M with Community Tax Certificate/Identification No issued or at
Known to me and to me known to be the same person who executed the foregoing instrument and he/she acknowledged to me that the same is his/her free and voluntary act and deed as well as of the corporation he/she represents, and that he/she is duly authorized to sign the same.
This instrument refers to Contract for the Supply, Delivery and Installation of Multi-media Projectors, consisting of () pages, including this page where the acknowledgement is written, signed on each and every page thereof by the parties and their witness and thereafter sealed with my notarial seal.
WITNESS MY HAND AND SEAL on the date and place first above written.
Notary Public
Doc. No; Page No; Book No; Series of 2015.
contract multimodia/Isd1 mydos/imsa