

**PROCUREMENT CONTRACT FOR RENTAL OF TECHNICAL SUPPORT
SERVICES AND BROADCAST EQUIPMENT INCLUSIVE OF SUPPLIES
AND MATERIALS DELIVERY, INSTALLATION, INTEGRATION, TESTING,
COMMISSIONING, ON-AIR TECHNICAL SERVICES AND PRODUCTION
MANAGEMENT SERVICES FOR THE
INTERNATIONAL MEDIA CENTER (IMC)
FOR ASEAN 2017 CHAIRMANSHIP**

This Contract for Procurement is made and entered into this 7th day of April 2017 at Manila by and between:

PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE, a government office duly authorized and existing under and by virtue of the laws of the Republic of the Philippines, with official address at New Executive Building, J.P. Laurel Street, Malacañang, Manila, herein represented by **UNDERSECRETARY ENRIQUE L. TANDAN III**, as authorized representative of the Head of the Procuring Entity (HoPE), hereinafter referred to as the **PROCURING ENTITY**;

-and-

SOLID VIDEO CORPORATION, a duly established company organized and existing under and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 3rd Floor, 2285 Don Chino Roces Ave. Greensun Bldg., Pasong Tamo Ext., Makati City, Philippines, herein represented by its Authorized Representative, **CHRISTOPHER JAMES L. TAN**, hereinafter referred to as the **SUPPLIER**;

-WITNESSETH-

WHEREAS, the **PROCURING ENTITY** needs the equipment and items enumerated in **ANNEX A** of this contract for the Lease of Technical Support Services and Broadcast Equipment Inclusive of Supplies and Materials Delivery, Installation, Integration, Testing, Commissioning, On-Air Technical Services and Productions Management Services for the International Media Center (IMC) for ASEAN 2017 Chairmanship;

WHEREAS, the **SUPPLIER** is engaged in the business of supply, sale, distribution, lease, rent, project management, turn-key solutions provider, integration, assembly, commissioning, repairing or servicing of broadcast or audio-visual equipment, accessories and media of any type or kind;

WHEREAS, the **PROCURING ENTITY** conducted competitive public bidding in compliance with Republic Act No. 9184 and the **SUPPLIER** participated, passed eligibility, and was found by the PCOO Bids and Awards Committee (BAC) to be responsive to the bidding requirements;

WHEREAS, the PCOO BAC, through Resolution No. 15 issued on 28 March 2017, recommended to award to the **SUPPLIER** the procurement of Lease of Technical Support Services and Broadcast Equipment Inclusive of Supplies and Materials Delivery, Installation, Integration, Testing, Commissioning, On-Air Technical Services and Productions Management Services for the International Media Center (IMC) for ASEAN 2017 Chairmanship;

RECEIVED

LYP PCOO

OFFICE OF THE UNDERSECRETARY
FOR LEGAL AND OPERATIONS

BIDS AND AWARDS COMMITTEE

RECEIVED BY:

DATE / TIME:

4/10/17
9:45 am

DATE: 4/10/17

TIME: 4:16 AM

WHEREAS, the Head of the Procuring Entity (HoPE), as represented by Usec. Enrique L. Tandan III, approved the award on March 28, 2017 and issued the Notice of Award to the **SUPPLIER** who signed its conforme on March 30, 2017;

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

I. PURCHASE AND SALE

The **SUPPLIER** agrees to lease to the **PROCURING ENTITY**, and the **PROCURING ENTITY** thus hereby agrees to lease from the **SUPPLIER** the items described in **Section VII. Technical Specification of the Philippine Bidding Documents for PCOO Bidding No. 17-ASEAN-003** as well as **Bid Bulletin No. 17-ASEAN-003-BB1** issued on 01 March 2017 (hereinafter referred to as **ITEMS**).

II. PRICE

The **PROCURING ENTITY** shall pay the **SUPPLIER THREE HUNDRED EIGHT MILLION TWENTY-TWO THOUSAND FIVE HUNDRED TWELVE PESOS (Php308,022,512.00)** for the abovementioned items to be procured in accordance with the schedules provided in **Section V. Special Conditions of Contract**, to wit:

Payments for the TWO (2) events shall be made in accordance with the following schedules, to wit:

I. 1st Event: (April 26-29, 2017)

Payment for 1st Event: Php154,011,256.00

Php 23,101,688.40 or 15% DP of approved price- upon delivery/mobilization of goods and services prior to actual event;

Php 53,903,939.60 or 35% DP of approved price - to be made on the 1st day of the actual event;

Php 61,604,502.40 or 40% DP of approved price - to be made upon completion of the actual event;

Php 15,401,125.60 or 10% DP of approved price - after egress for the actual event.

II. 2nd Event: (August 2-8, 2017)

Payment for 2nd Event: Php 154,011,256.00

Php 23,101,688.40 or 15% DP of approved price – upon delivery/mobilization of goods and services prior to actual event;

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Php 53,903,939.60 or 35% DP of approved price to be made on the 1st day of the actual event;

Php 61,604,502.40 or 40% DP of approved price – to be made upon completion of the actual event;

Php 15,401,125.60 or 10% of approved price – after egress for the actual event.

III. KEY DATES

I. First Event:

Ingress to the venue of the IMC : April 05, 2017
Event Proper : April 26-29, 2017
Egress from the venue of the IMC : May 1, 2017

II. Second Event:

Ingress to the venue of the IMC : July 12, 2017
Event Proper : August 2-8, 2017
Egress from the venue of the IMC : August 10, 2017

IV. PERFORMANCE BOND

To guarantee the faithful performance of its obligations under the contract, the SUPPLIER shall post a performance security prior to the signing of the contract as provided under Section 39 and 40 of the 2016 Implementing Rules and Regulations of Republic Act No. 9184:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Php 15,401,125.60 (5% of Php 308,022,512.00)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Php 92,406,753.60 (30% of 308,022,512.00)

d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security
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V. RISK OF LOSS

The risk of loss from any casualty to the **ITEMS** procured through this contract, regardless of the cause, shall be the responsibility of the **SUPPLIER** until the items procured have been received by the **PROCURING ENTITY**.

VI. RIGHT OF INSPECTION

The **PROCURING ENTITY** or its representatives shall have the right to inspect and to test the **ITEMS** procured upon delivery to confirm their conformity to the specifications contained in the Bidding Documents and Bid Bulletin at no extra cost to the **PROCURING ENTITY**. In case the **ITEMS** fail to pass any inspection and/or test, or do not conform to the specifications, the **SUPPLIER** shall either rectify or replace, whichever is appropriate, such rejected **ITEMS** or parts thereof or make alterations necessary to meet the specifications at no cost to the **PROCURING ENTITY**, and shall permit the repeat test and/or inspection, at no cost to the **PROCURING ENTITY**.

VII. WARRANTY

The **SUPPLIER** warrants that the **ITEMS** procured hereunder are free from substantive defects in workmanship and materials. **SUPPLIER**'s liability under the warranty is limited to replacement of goods or repair of defects or refund of the purchase price at the **PROCURING ENTITY**'s option.

VIII. VII. AMENDMENTS AND REVISIONS:

Any amendment or revision to this Contract may be executed through a supplemental contract which shall be agreed upon mutually by both parties.

IX. MISCELLANEOUS

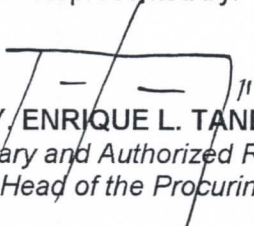
All provisions stated in the Philippine Bidding Documents for PCOO Bidding No. 17-ASEAN-003, including Bid Bulletins, shall form an integral part of this Contract.

WITH FULL KNOWLEDGE OF THE STIPULATIONS CONTAINED HEREIN, the parties have hereunto affixed their signatures on the date and place above-written.

**PRESIDENTIAL COMMUNICATIONS
OPERATIONS OFFICE**

Procuring Entity

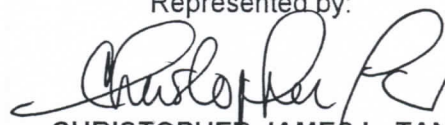
Represented by:


ATTY. ENRIQUE L. TANDAN III
*Undersecretary and Authorized Representative
of the Head of the Procuring Entity*

SOLID VIDEO CORPORATION

Supplier

Represented by:


CHRISTOPHER JAMES L. TAN
Authorized Representative

SIGNED IN THE PRESENCE OF:

[Signature]
Notary Public

ACKNOWLEDGMENT
(SOLID VIDEO CORPORATION)

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S.

BEFORE ME, a Notary Public in the City of 07 APR 2017, on the _____ day of April 2017,
personally appeared:

NAME	GOVERNMENT ISSUED ID	DATE/PLACE OF ISSUE
CHRISTOPHER JAMES L. TAN	DL No. F04-01-040-333	12/03/2015 Q.C.

known to me as the same person who executed the foregoing instrument and acknowledged to me
that the signature affixed therein confirms his voluntary act and that of the entity he represents.

This Instrument (with Annex on Technical Specifications) consisting of thirty-two (32) pages,
including the page on which this acknowledgment is written, is signed by the parties on all pages.

WITNESS my hand and seal at the place and date above written.

Notary Public

[Signature]

Doc. No. 02;
Page No. 2;
Book No. 11;
Series of 2017.

RYDELY C. VALMORES
Notary Public for and in Makati City
Commission No. M-186 until Dec 31, 2018
3rd Floor Green Sun Bldg.
2205 Don Chino Rocas Ave. Ext. Makati City
IDP No. 1054157 12/19/2016 (for 2017) Mis. Or.
PTR No. 5009553 1/3/2017 Makati City
Attorney's Roll No. 44731
MCLE Compliance No. V-0001830

[Handwritten marks]

ACKNOWLEDGMENT
(PRESIDENTIAL COMMUNICATIONS
OPERATIONS OFFICE)

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S.

BEFORE ME, a Notary Public in the City of 07 APR 2017, on the _____ day of April 2017,
personally appeared:

NAME	GOVERNMENT ISSUED ID	DATE/PLACE OF ISSUE
Atty. ENRIQUE L. TANDAN III	UMID CRN-006-0000-1036-6	

known to me as the same person who executed the foregoing instrument and acknowledged to me that the signature affixed therein confirms his voluntary act and that of the entity he represents.

This Instrument (with Annex on Technical Specifications) consisting of thirty-two (32) pages, including the page on which this acknowledgment is written, is signed by the parties on all pages.

WITNESS my hand and seal at the place and date above written.

Notary Public

Doc. No. 03;
Page No. 2;
Book No. H;
Series of 2017.

RYDELY C. VALMORES
Notary Public for and in Makati City
Commission No. M-186 until Dec 31, 2018
3rd Floor Green Sun Bldg.
2265 Don Chino Roces Ave. Ext. Makati City
IBP No. 1054157 12/19/2016 (for 2017) Mls. Or.
PTR No. 5909553 1/3/2017 Makati City
Attorney's Roll No. 44731
MCLE Compliance No. V-0001688