

**Contract of Lease/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 the 31st
Association of Southeast Asian Nations (ASEAN) Summit**

This Contract is made and entered into by and between:

The **Presidential Communications Operations Office** (hereinafter referred to as the "**PROCURING ENTITY**"), a government office duly authorized and existing under and by virtue of the laws of the Republic of the Philippines, with official office address at the New Executive Building, J.P. Laurel Street, Malacañang, Manila, Philippines, herein represented by **UNDERSECRETARY GEORGE A. APACIBLE** as authorized representative of the Head of the **PROCURING ENTITY**;

-and-

Solid Video Corporation (hereinafter referred to as the "**SUPPLIER**"), a corporation organized 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 **CHRISTOPHER JAMES L. TAN** pursuant to the attached Secretary's Certificate dated _____;

-WITNESSETH-

WHEREAS, the **PROCURING ENTITY** conducted competitive public bidding for the procurement of lease/rental of technical support services and broadcast equipment inclusive of supplies and materials, delivery, installation, testing, commissioning, on-air technical services, and production management services for the IMC for the 31st ASEAN Summit, in accordance with Republic Act (R.A.) No. 9184, otherwise known as "The Government Procurement Reform Act";

WHEREAS, the **SUPPLIER** participated in said public bidding, passed the eligibility requirements, was declared as having the lowest calculated bid (LCB), passed post-qualification, and

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was declared as having the single calculated and responsive bid (SCRB), in accordance with the attached Philippine Bidding Documents and the applicable procurement laws, rules, regulations, and issuances;

WHEREAS, the **PROCURING ENTITY** awarded the contract of lease/rental of technical support services and broadcast equipment inclusive of supplies and materials, delivery, installation, testing, commissioning, on-air technical services, and production management services for the IMC for the 31st ASEAN Summit, in the amount of **THREE HUNDRED FIFTY-THREE MILLION PESOS (PHP 353,000,000.00)** to the **SUPPLIER**;

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

I. LEASE

The **SUPPLIER** agrees to lease to the **PROCURING ENTITY** the technical support services and broadcast equipment inclusive of supplies and materials, delivery, installation, testing, commissioning, on-air technical services, and production management services described in Section VII. Technical Specifications of the attached Philippine Bidding Documents (hereinafter referred to as the "ITEMS").

II. CONTRACT PRICE

The **PROCURING ENTITY** shall pay the **SUPPLIER** the sum of **THREE HUNDRED FIFTY-THREE MILLION PESOS (PHP 353,000,000.00)** only, inclusive of Value Added Tax (VAT) and all charges (hereinafter referred to as the "**CONTRACT PRICE**"), in accordance with the schedule provided in Section V. Special Conditions of the Contract of the attached Philippine Bidding Documents, to wit:

- 15% of the **CONTRACT PRICE** upon delivery/mobilization of goods and services prior to the actual event;
- 35% of the **CONTRACT PRICE** on the first (1st) day of the actual event;
- 40% of the **CONTRACT PRICE** upon the completion of the actual event; and
- 10% of the **CONTRACT PRICE** after egress for the event.

III. SIGNIFICANT DATES

Event:	31st ASEAN Summit
Duration:	26 October - 15 November 2017 (inclusive of ingress, set-up/cabling,

	integration, commissioning, technical rehearsals, event proper, and egress)
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IV. PERFORMANCE SECURITY

To guarantee the faithful performance of the obligations under this Contract, the performance security posted by the **SUPPLIER** in favor of the **PROCURING ENTITY** prior to the signing of this Contract, in an amount not less than the required percentage of the total **CONTRACT PRICE** in accordance with the schedule stated in Section 39.2 of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184 (RIRR), shall remain valid until issuance by the **PROCURING ENTITY** of the Certificate of Final Acceptance;

V. RISK OF DAMAGE OR LOSS OF ITEMS

The risk of damage or loss of 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 representative(s) shall have the right to inspect and to test the **ITEMS** procured upon delivery to confirm their conformity with Section VII. Technical Specifications of the attached Philippine Bidding Documents, 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 requirements contained in Section VII. Technical Specifications of the attached Philippine Bidding Documents, the **SUPPLIER** shall either rectify or replace, whichever is appropriate, such rejected **ITEMS** or parts thereof or make any alterations necessary to meet the specifications at no cost to the **PROCURING ENTITY** and shall repeat the test and/or inspection at no cost to the **PROCURING ENTITY**.

VII. WARRANTY

The **SUPPLIER** warrants that the **ITEMS** procured through lease are free from substantive defects in terms of workmanship and materials; and that the **ITEMS** are maintained in optimal operational condition during the contract period, subject to the provisions of Section 62 of the RIRR, as applicable. The **SUPPLIER**'s liability is limited to replacement or repair of the **ITEMS** or to refund the portion of the **CONTRACT PRICE**, at the option of the **PROCURING ENTITY**.

VIII. MISCELLANEOUS PROVISION

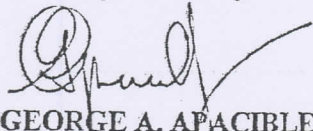
All provisions stated in the attached Philippine Bidding Documents for this procurement project shall form an integral part of this Contract.

WHEREFORE, with full knowledge of the stipulation contained herein, the parties have hereunto affixed their signatures on _____ at Manila, Philippines.

26 OCT 2017

**PRESIDENTIAL COMMUNICATIONS
OPERATIONS OFFICE
(PROCURING ENTITY)**

Represented by:

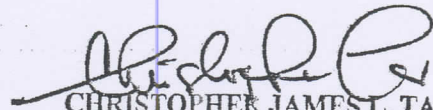


GEORGE A. APACIBLE

Undersecretary and
Authorized Representative of the
Head of the Procuring Entity

**SOLID VIDEO CORPORATION
(SUPPLIER)**

Represented by:



CHRISTOPHER JAMES L. TAN

Authorized Representative of the Supplier

Signed in the presence of:

ACKNOWLEDGMENT

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

26 OCT 2017

BEFORE ME, a Notary Public of the City of Manila, Philippines, on _____, the following personally appeared:

NAME	GOVERNMENT-ISSUED ID	DATE AND PLACE OF ISSUE
GEORGE A. APACIBLE	DRIVER'S LICENSE	05 December 2016 & LTD
CHRISTOPHER JAMES L. TAN	PASSPORT	31 October 2013 & DFA MANILA

Both are known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the signature affixed therein confirm their free and voluntary act and deed and that of the entities they represent.

The instrument, consisting of five (5) pages, including the page on which this acknowledgment is written, is signed by the parties and their witnesses on all pages.

WITNESS my hand and seal on 26 OCT 2017 in the City of Manila, Philippines.

Cab
ATTY. BERNARDINO L. CABILES
Notary Public-Manila

Commission No. 2017-149 / Until Dec. 31, 2018
IBP No. 1024717, 2/28/17 ROLL No. 20524
TIN # 115-0111111-1 MANILA C002207-2/1/17
EXPIRES 2/28/2018 (March 3, 2017)
2ND Floor, 2nd Bldg., A.A. Villages St., Ermita 1000, Manila.
C/O 09180471043 Email: bernardinocabiles@yahoo.com.

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