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, Malacanang, 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
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

<table>
<thead>
<tr>
<th>Event:</th>
<th>31st ASEAN Summit</th>
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<tr>
<td>Duration:</td>
<td>26 October - 15 November 2017 (inclusive of ingress, set-up/cabling,</td>
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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

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>GOVERNMENT-ISSUED ID</th>
<th>DATE AND PLACE OF ISSUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEORGE A. APACIBLE</td>
<td>DRIVER'S LICENSE</td>
<td>05 December 2004, MANILA</td>
</tr>
<tr>
<td>CHRISTOPHER JAMES L. TAN</td>
<td>PASSPORT</td>
<td>31 October 2003, DMA MANILA</td>
</tr>
</tbody>
</table>

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.

ATTY. EDMUNDINO L. CABILES
Notary Public-Manila
RP No. 100477 / 3/7/17 / ROLL No. 293324
TIN E-28855-0-1109 / AMCA COBREG-2/1/17
Place of Birth: M. D. Cebu
Place of Residence: P.O. Box 138, Manila
E-Mail: attyedmundinos@Yahoo.com

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