CONTRACT FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF MODULAR INFORMATION AND TECHNOLOGY FACILITIES (MITFs) AND REPEATER STATIONS FOR THE BASES CONVERSION AND DEVELOPMENT AUTHORITY

### THE PUBLIC IS INFORMED

This Contract is executed between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with principal office and place of business at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, represented herein by its President and Chief Executive Officer, VIVENCIO B. DIZON, who is duly authorized for this purpose as evidenced by the Secretary's Certificate dated 19 March 2018, a certified true copy of which is hereto attached as Annex "A" and made an integral part hereof, hereinafter referred to as "BCDA";

-and-

APOLLO TECHNOLOGIES INC., (JOINT VENTURE WITH XSITE MODULAR LLC AND MONTEVISTA CONSTRUCTION CORPORATION), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at represented herein by GARY G. LAURIANO, PRESIDENT OF APOLLO TECHNOLOGIES, INC., who is duly authorized for this purpose as evidenced by the Joint Venture Agreement dated 28 March 2018, a certified true copy of which is hereto attached as Annex "B" and made an integral part hereof, hereinafter referred to as "the SUPPLIER".

#### **ANTECEDENTS**

**BCDA** is mandated under Republic Act 7227 to accelerate the sound and balanced conversion into alternative productive civilian uses of military reservations and their extensions, to raise funds by the sale of portions of Metro Manila military camps, and to apply said funds for the development and conversion into alternative productive civilian uses of these properties.





Since its creation in 1992, BCDA has remained at the forefront of development efforts in the country. It has proven to be one of the most successful government agencies in attracting investments, creating jobs for the Filipino people and boosting the Philippine economy.

BCDA, in collaboration with the Department of Information and Communications Technology (DICT), intends to establish Modular Information Technology Facilities (MITFs) in Baler, Aurora and San Fernando, La Union, and Repeater Stations in Rosario, La Union; Sta. Maria, Pangasinan; San Jose, Nueva Ecija; and Pantabangan, Nueva Ecija.

On 05 February 2018, the SUPPLIER participated in the public bidding conducted by BCDA for the "Design, Supply, Delivery, Installation, Test and Commissioning of Modular Information and Technology Facilities (MITFs) and Repeater Stations".

The	Bids	and	Awards	Committee	for	Goods	(BAC-	-Good	ds), ii	n its	Resolution	No.
		_, de	clared th	ne <b>SUPPLI</b> I	ER as	s the bic	dder v	with t	the Lo	west	Calculated	and
Resp	onsiv	e Bio	l (LCRB	). BAC-Goo	ds F	Resolutio	n No	o. ဲ			was	duly
appr	oved	by <b>B</b> (	CDA's Pr	esident and	CEO	).	. (					·

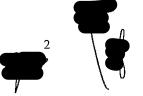
On 26 March 2018, the Notice of Award was issued to the **SUPPLIER**.

**ACCORDINGLY,** the Parties hereby agree as follows:

# ARTICLE I DEFINITION OF TERMS

- 1.1 **Project Manager** refers to the representative of **BCDA** to the Project.
- 1.2 **Contract** refers to this agreement including the contract documents.
- 1.3 **Contract Documents** refers to the documents specified in Article IV of this Contract.
- 1.4 **Contract Price** refers to the consideration which the **SUPPLIER** shall be entitled to receive from BCDA under Article VI of this Contract.
- 1.5 **SUPPLIER** refers to Apollo Technologies Inc., (Joint Venture with XSite Modular LLC and Montevista Construction Corporation).
- 1.6 **Contract Period** refers to the period specified in Section 5.1 within which the **SUPPLIER** shall complete the services.





- 5) Licenses, warranties, and service contracts (for all software, eauipment. etc.), calibration certificates, etc. infrastructure systems, with assignment certificates (to **BCDA**);
- Permit certificates from local authorities (e.g. fire department 6) inspection approvals, etc.), as appropriate;
- 7) Final technical solution, including calculations and dimensioning of power, cooling and other infrastructure systems;
- 8) Complete Test Results (Factory and Site Acceptance Tests);
- 9) Future Expansion Guide (Increase for capacity of power/cooling for the existing structure, and future cable/colocation room expansion);
- 10) Building Facility Maintenance Contracts. The SUPPLIER shall assure that the warranties and maintenance contracts secured for the infrastructure, e.g. generator sets, air conditioning units, etc. are all in force and assignable to BCDA;
- 11) Training guide for future training of staff; and
- 12) Such other documents as **BCDA** may reasonably require.
- 5.5.3 **BCDA**'s issuance of the Certificate of Completion and Final Acceptance of the Project shall entitle the **SUPPLIER** to the payment of final billing, provided the **SUPPLIER** have complied with the following:
  - 5.5.3.1 Items specified in Section 5.5.2 Project Delivery Requirements; and
  - 5.5.3.2 Issuance of Warranty Security in the schedule under Section 62 of the IRR of RA 9184.

## ARTICLE VI CONTRACT PRICE

#### 6.1 **Contract Price**

For and in consideration of the full, satisfactory and faithful performance by the **SUPPLIER** of all its obligations under this Contract, **BCDA** shall pay the SUPPLIER the total amount of PESOS: Four Hundred Forty Nine Million One Hundred Thirty Four Thousand Five Hundred Ninety Eight and







**00/100 (Php 449,134,598.00)**, inclusive of all transport costs, applicable taxes, charges, duties and fees to be imposed on the contract.

# ARTICLE VII MANNER OF PAYMENT

## 7.1 **Payment Terms and Conditions**

In consideration of the Works required under this Contract, payment to the **SUPPLIER** shall be made in the following manner:

- 7.1.1 **5%** of the Contract Price after the **SUPPLIER** submitted the approved Preliminary Design of the MITFs and Repeater Stations.
- 7.1.2 **10%** of the Contract Price after the **SUPPLIER** submitted the approved Final Design of the MITFs and Repeater Stations.
- 7.1.3 **50%** of the Contract Price after the conduct of a successful Factory Acceptance Test
- 7.1.4 **25%** of the Contract Price after the **SUPPLIER** completed the installation and rectification of punch-listed items, and the issuance of the Provisional Acceptance Certificate.
- 7.1.5 **10%** of the Contract Price Final Payment shall be released upon the issuance of the Final Acceptance Certificate provided the **SUPPLIER** complied with the following:
  - 7.1.5.1 Items specified in Section 5.5.2 Project delivery requirements; and
  - 7.1.5.2 Issuance of Warranty Security in the schedule under Section 62 of the IRR of RA 9184.
- 7.1.6 **BCDA**'s acceptance and approval of each and any submission shall be evidenced by a written certification of approval and/or acceptance duly signed by its authorized representative.

### 7.2 **Final Payment**

Final payment to the **SUPPLIER** shall be made only after the issuance of a Certificate of Completion and Final Acceptance of the Project by **BCDA**. **BCDA** shall effect the final payment to the **SUPPLIER** upon proper endorsement to **BCDA** of the final payment billing; provided, however, that the **SUPPLIER** has submitted the following documents:





may seek injunctive relief in the event of any threatened or actual breach of this Confidentiality Clause.

SIGNED BY THE PARTIES on

APR 2 0 2018

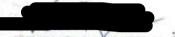
in Taguig City, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

APOLLO TECHNOLOGIES INC.
(JOINT VENTURE WITH XSITE MODULAR LLC AND MONTEVISTA CONSTRUCTION CORPORATION)

Bv:

By:



VIVENCIO B. DIZON

President and Chief Executive Officer

GARY, G. LAURIANO

President of Apollo Technologies Inc.

### SIGNED IN THE PRESENCE OF:



AILEEN AN. R. ZOŚÁ Executive Vice President BØBBY-JOHN B. GAYTOS

Authorized Representative of the Joint Venture

### ACKNOWLEDGMENT

Republic of the Philippines)

Taguig City

) ss.

BEFORE ME, a Notary Public, personally appeared the following:

Name	Evidence of Identity	Date/Place Issued
1. VIVENCIO B. DIZON	Passport No.	/ DFA Manila
2. GARY G. LAURIANO	Passport No.	Manila / DFA

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that their signatures confirm their own free deed and the entities they represent.



SIGNED AND SEALED on MAY 0.7 2018 in Taguig City , Philippines.

Doc. No. 86 Page No. 19 Book No. 0 Series of 2018

ATTY. MARICEL C. CORONACION-SANTOS NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2019 ROLE OF ATTORNEYS NO. 63834

IBP NO. 031591 / 1-29-18 / RIZAL

PTR NO. A-3810406 / 1-25-18 / TAGUIG CITY

MCLE COMPLIANCE NO. V-0016874 / 16 MARCH 2016 23-13
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