

**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, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd 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 [REDACTED] 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-Goods), in its Resolution No. _____, declared the **SUPPLIER** as the bidder with the Lowest Calculated and Responsive Bid (LCRB). BAC-Goods Resolution No. _____ was duly approved by **BCDA's** President 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, equipment, etc.), calibration certificates, etc. for all infrastructure systems, with assignment certificates (to **BCDA**);
- 6) Permit certificates from local authorities (e.g. fire department 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 20 2018 in Taguig City, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

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

By:

By:


VIVENCIO B. DIZON
President and Chief Executive Officer



GARY G. LAURIANO
President of Apollo Technologies Inc.


SIGNED IN THE PRESENCE OF:

BCDA
Bases Conversion Authority

Office of the VP for Business Development and Operations

DA2018-0153






AILEEN AN. R. ZOSA
Executive Vice President


BOBBY 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.  |  / DFA Manila |

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 07 2018 in Taguig City, Philippines.

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Book No. 01
Series of 2018

MS
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 / 1-26-18 / TAGUIG CITY
MCLE COMPLIANCE NO. V-0016874 / 16 MARCH 2016

Uncontrolled when printed or emailed

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