

CONTRACT AGREEMENT

This **AGREEMENT** made this 6th day of December 2017 between the **PHILIPPINE BROADCASTING SERVICE** of the Philippines (hereinafter called the "**ENTITY**") of the one part and **90 DEGREES NORTH INC.**, of Unit 509 No. 54 Emerald Court Building, Road 3 cor. Road 8 Project 6 Quezon City (hereinafter called the "**SUPPLIER**") of the other part;

WHEREAS, the **PHILIPPINE BROADCASTING SERVICE** invited Bids for certain goods and ancillary services, viz., **Restoration and Repair of Transmitter and Antenna** of DWBT-Radyo Pilipinas, Batanes has accepted a Bid by the **SUPPLIER** for the supply of those goods and services in the sum of **ONE MILLION FIVE HUNDRED THIRTY THOUSAND PESOS (Php 1,530,000.00)** (hereinafter called the "**ENTITY**").

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Supplier's Bid, including the Technical Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the General Conditions of the Contract;
 - e) the Special Conditions of Contract;
 - f) the Performance Security; and
 - g) the Entity's Notice of Award.
- 3) In consideration of the payments to be made by the **Entity** to the **Supplier** as hereinafter mentioned, the **Supplier** hereby covenants with the **Entity** to provide the goods and services and to remedy the defects therein conformity in all respects with the provisions of the Contract.
- 4) The **Entity** hereby covenants to pay the **Supplier** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and the year first above written.

PHILIPPINE BROADCASTING SERVICE

By:

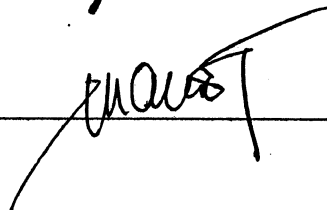
RIZAL GIOVANNI P. APORTADERA, JR.
Director

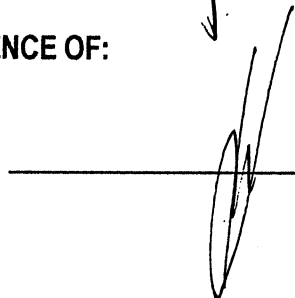
90 DEGREES NORTH INC.

By:

JOHN ACHILLES DENNA
President

SIGNED IN THE PRESENCE OF:





Republic of the Philippines)
Quezon City) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, personally appeared **MR. RIZAL GIOVANNI P. APORTADERA, JR.**, Director, Bureau of Broadcast Services with Passport No. S0001546A; and **MR. JOHN ACHILLES DENNA**, President, 90 Degrees North Inc., with Land Transportation Office Driver License No. N04-07-016166, issued on January 20, 2015, both known to me and acknowledged by me that the same is their act and deed and of the entities they respectively represent.

The foregoing instrument refers to Purchase Broadcast Transmitters, Antenna System and Accessories consisting two (2) pages, including this page on which this Acknowledgement is written and signed by parties and their instrumental witnesses and sealed by my Notarial Seal.

WITNESS MY HAND AND SEAL this _____ day of DEC 12 2017 2017 at
Quezon City.

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Series of 2017

MICHAEL DARWIN M. BAYOYAS
NOTARY PUBLIC IN QUEZON CITY
(Commission No. NP-433 (2017-2018)
Expires on December 31, 2018
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124 9th Avenue Arapeta Cubao, Quezon City
IBP Life Time No. 01121/Pasig City/Hon.07,2012
PTR No. 3803229 Q.C. / Jan. 04, 2017
MCLE Compliance No. V-0012005/Nov 24, 2015
Attorney's Roll No. 56180