

Contract Agreement Form

THIS AGREEMENT made the ___ day of JUN 25 2020 between **PEOPLE'S TELEVISION NETWORK, INC. (PTNI)**, Quezon City, Philippines of the one part and **JAN OWEN MARTIN CONSTRUCTION CORPORATION** of **Taguig City, Philippines** of the other part:

WHEREAS, the Entity is desirous that the Contractor execute **Waterproofing of Roof Deck, Gutter and Third Floor Open Area including Parapet and G.I Roof and Rehabilitation of Downspouts for the Main Building of the People's Television Network, Inc. (PTNI), ITB No. 2021-0001** (hereinafter called "the Works") and the Entity has accepted the Bid for **Six Million Six Hundred Thousand Pesos (Php 6,600,000.00)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this 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 year first above written.

Signed, sealed, delivered by:

Signed, sealed, delivered by:

KATHERINE CHLOE S. DE CASTRO
Network General Manager/Head of Procuring Entity
People's Television Network, Inc.

RALPH EDWARD C. LEGARDA
VP-Sales and Operations
Jan Owen Martin Construction Corporation

Name

ID/Passport

KATHERINE CHLOE S. DE CASTRO

Pass port ID No. 50012314A

RALPH EDWARD C. LEGARDA

Passport ID No. P7768065A

WITNESSES:


personally signed the foregoing, instrument before me and avowed under penalty of law to the whole truth of the contents of said instrument.

Doc. No. 42;

Page No. 9;

Book No. LXIII-A

Series of 204.


ATTY. ELISEO S. CALMA JR.
NOTARY PUBLIC
Until December 31, 2021
PTR No. 0694702-D, Jan. 4, 2021
IBP No. 041058, Jan. 4, 2021
Adm Matter No. NP-U67
Rol# No. 50183
MCLE Comp No. VI-0012817 Until April 14, 2022