

## CONTRACT AGREEMENT

THIS AGREEMENT made this 07 day of AUGUST 2023 between **PHILIPPINE POSTAL CORPORATION** with principal business and office address at Manila Central Post Office Building, Magallanes Drive, Liwasang Bonifacio, Barangay 659-A, Ermita 1000, Manila, duly represented herein by its Acting Postmaster General and Chief Executive Officer, **LUIS D. CARLOS**, (hereinafter called "**the Entity**") of the one part and **TRANSPAC CARGO LOGISTICS, INC.** with principal business and office address at Ground Floor Azucena Building, 255 National Road, Pamplona Tres, Las Piñas City, duly represented herein by its Vice-President for Sales and Operations, **SEAN WINFRED M. PALER**, (hereinafter called "**the Service Provider**") of the other part;

WHEREAS, the Entity invited to submit bids for certain goods and ancillary services, particularly **Conveyance by Air of Domestic Inbound/Outbound Mail Dispatches for Twenty (20) Routes/Destinations** and has accepted a Bid by the Service Provider for the supply of those goods and services in the sum of THIRTY EIGHT MILLION FOUR HUNDRED FORTY SIX THOUSAND SIXTY FIVE PESOS (**Php 38,446,065.00**) (hereinafter called "**the Contract Price**").

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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications/Terms of Reference;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional**



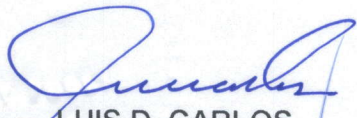
contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of THIRTY EIGHT MILLION FOUR HUNDRED FORTY SIX THOUSAND SIXTY FIVE PESOS (Php 38,446,065.00) or such other sums as may be ascertained, TRANSPAC CARGO LOGISTICS, INC. agrees to perform and provide **Conveyance by Air of Domestic Inbound/Outbound Mail Dispatches for Twenty (20) Routes/Destinations** in accordance with his/her/its Bid.
4. The PHILIPPINE POSTAL CORPORATION agrees to pay the abovementioned sum in accordance with the terms of the bidding.
5. The parties hereby warrant that they have not offered or paid, directly or indirectly, any government officials, agency or instrumentality, or employee thereof, any consideration, commission, or gift to secure this contract. Any violation of this warranty shall constitute a sufficient ground for the rescission or cancellation of this contract without prejudice to the filing of a civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws.
6. The parties agree to make every effort to resolve amicably by mutual consultation any dispute or difference of any kind whatsoever that shall arise in connection with the implementation of this Agreement.

Any and all disputes arising from the implementation of this Agreement covered by the Act and this IRR shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

The parties, by mutual agreement, may agree in writing to resort to other alternative modes of dispute resolution.

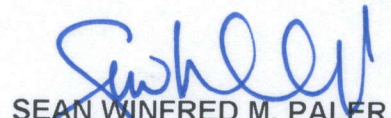
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.



LUIS D. CARLOS  
Acting Postmaster General and CEO

For:

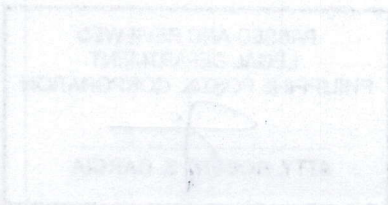
PHILIPPINE POSTAL CORPORATION



SEAN WINFRED M. PALER  
VP for Sales and Operations

For:

TRANSPAC CARGO LOGISTICS, INC.





Signed in the Presence of:

GELARINO B. PEDRO

Post Office Chief Accountant  
(Certifying availability of funds)  
*Acting Manager  
Accounting Dept.*

\_\_\_\_\_  
Witness

**ACKNOWLEDGMENT**

Republic of the Philippines)  
City MUNTINLUPA CITY ) S.S.

Before me, personally appeared **LUIS D. CARLOS** exhibiting to me his Competent Evidence of Identity (CEI) UNID CRN 000 3942 5841 6 issued on \_\_\_\_\_ at \_\_\_\_\_ and **SEAN WINFRED M. PALER** with Competent Evidence of Identity (CEI) Driver's License ND3-96-193019 until 3/2/2026 issued on \_\_\_\_\_ at \_\_\_\_\_, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the corporations that they represent.

WITNESS MY HAND SEAL on this AUG 07 2023 day of \_\_\_\_\_ at MUNTINLUPA CITY, Philippines.

Doc. No. 349 ;  
Page No. 71 ;  
Book No. XIII ;  
Series of 2023 ;

*Maricel C. Caluag-Macaraeg*  
Notary Public  
**ATTY MARICEL C. CALUAG-MACARAEG**  
NOTARY PUBLIC FOR MUNTINLUPA CITY  
NOTARIAL COMMISSION NO. 23-018  
UNTIL DECEMBER 31, 2024  
PTR NO. 4361483 / 1-3-23 / MUNTINLUPA  
IBP LRN NO. 07-132/PPLM CHAPTER  
ATTORNEY'S ROLL NO. 504440  
MCLE COMPLIANCE NO. VII-0007283 *10-16-21*  
UNIT 406 ALABANG CORPORATE CENTER, KM 25  
WEST SERVICE RD., ALABANG MUNTINLUPA CITY

