

## CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of **16 AUG 2023** 20\_\_\_\_ 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 **TRANSMODAL INTERNATIONAL, INC.** with principal business and office address at Ground Floor TMI Center, Arzobispo Street, Intramuros, Manila, duly represented herein by its Customer Relations Manager, **EVANGELINE Q. PANGANIBAN**, (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 Sea for Outbound International Mail Dispatches for Fifteen (15) Routes** and has accepted a Bid by the Service Provider for the supply of those goods and services in the sum of TWENTY FIVE MILLION SIX HUNDRED SIXTY THREE THOUSAND THREE HUNDRED SIXTY TWO PESOS AND FORTY NINE CENTAVOS (**Php 25,663,362.49**) (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



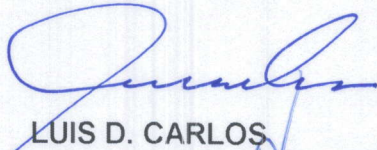
contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of TWENTY FIVE MILLION SIX HUNDRED SIXTY THREE THOUSAND THREE HUNDRED SIXTY TWO PESOS AND FORTY NINE CENTAVOS (Php 25,663,362.49) or such other sums as may be ascertained, **TRANSMODAL INTERNATIONAL, INC.** agrees to perform and provide **Conveyance by Sea for Outbound International Mail Dispatches for Fifteen (15) Routes** 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.

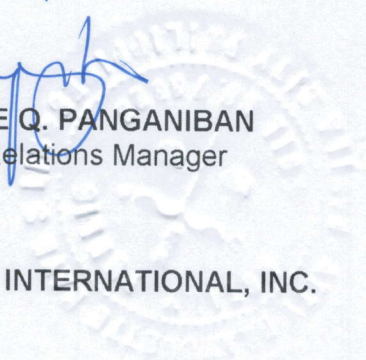
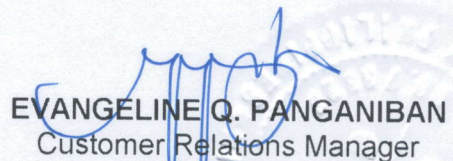
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.



**LUIS D. CARLOS**  
Acting Postmaster General and CEO

For:

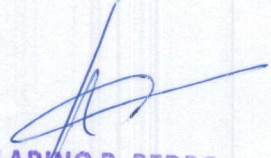
**PHILIPPINE POSTAL CORPORATION**



For:

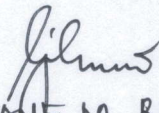
**TRANSMODAL INTERNATIONAL, INC.**



  
**GELARINO B. PEDRO**  
Acting Manager  
Accounting Dept.

Post Office Chief Accountant  
(Certifying availability of funds)

Signed in the Presence of:

  
**BEVERLY JANE M. REYES**  
DOCUMENTATION & CS SALES MANAGER  
Witness

### ACKNOWLEDGMENT


Republic of the Philippines)  
City of \_\_\_\_\_ ) S.S.  
**CITY OF MANILA**

Before me, personally appeared **LUIS D. CARLOS** exhibiting to me his Competent Evidence of Identity (CEI) \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ and **EVANGELINE Q. PANGANIBAN** with Competent Evidence of Identity (CEI) \_\_\_\_\_ 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 \_\_\_\_\_ day of **16 AUG 2023** at **CITY OF MANILA**, Philippines.

Doc. No. 221  
Page No. 45  
Book No. I  
Series of 2023

Notary Public

  
**ATTY. FRANCHETTE KAYE S. LIM**  
Notary Public for City of Manila  
Notarial Commission No. 2023-172  
Until 31 December 2024  
IBP No. 266248; 04 January 2023  
PTR No. 0871898; 06 January 2023; MLA  
MCLE Compliance No. VII-0002864 valid until April 14, 2025  
Roll No. 73323  
Unit 303 HHC Bldg. Victoria St. cor Basco St.  
Intramuros, Manila