

## CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of **18 SEP 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 **MESSAGING SOLUTIONS PROVIDER, INC.** with principal business and office address at MSPI Place, 1294 Batangas Street, Brgy. San Isidro, Makati City, duly represented herein by its President and COO, **JOEL G. SANTOS**, (hereinafter called "the Service Provider") of the other part;

WHEREAS, the Entity invited to submit quotation for certain goods and ancillary services, particularly **Subscription of Annual Licenses for Pitney Bowes Meter Machine System** and has accepted the offer by the Service Provider for the supply of those goods and services in the sum of TWO MILLION FOURTEEN THOUSAND SEVEN HUNDRED EIGHT PESOS AND SEVENTY SIX CENTAVOS (Php 2,014,708.76) (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. Request for Quotation (RFQ);
    - ii. Technical Specifications/Terms of Reference;
    - iii. General and Special Conditions of Contract; and
  - ii. Bidder's offer, including all other documents or statements submitted;
  - 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 TWO MILLION FOURTEEN THOUSAND SEVEN HUNDRED EIGHT PESOS AND SEVENTY SIX CENTAVOS (Php 2,014,708.76) or

such other sums as may be ascertained, **MESSAGING SOLUTIONS PROVIDER, INC.** agrees to perform and provide **Subscription of Annual Licenses for Pitney Bowes Meter Machine System** 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. Liquidated Damages. The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
6. 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.
7. 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**



**JOEL G. SANTOS**  
President and COO

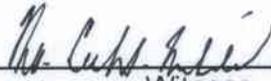
For:

**MESSAGING SOLUTIONS  
PROVIDER, INC.**

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

Signed in the Presence of:

Post Office Chief Accountant  
(Certifying availability of funds)

  
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 **JOEL G. SANTOS** 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 **18 SEP 2023** at **CITY OF MANILA**, Philippines.

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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. 266245, 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