

11 MAR 2024

CONTRACT AGREEMENT

THIS AGREEMENT made this 8 day of 19 MAR 2024 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 Supplier**") of the other part;

WHEREAS, the Entity invited to submit quotation for certain goods and ancillary services, particularly **Various Spare Parts for Postage Meter Machines** and has accepted the offer by the Supplier for the supply of those goods and services in the sum of SIX MILLION THREE HUNDRED NINETY-SEVEN THOUSAND THIRTY-ONE PESOS AND NINETY-TWO CENTAVOS (**Php 6,397,031.92**) (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

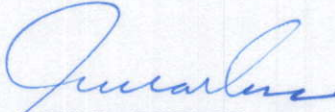
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be 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 SIX MILLION THREE HUNDRED NINETY-SEVEN THOUSAND THIRTY-ONE PESOS AND NINETY-TWO CENTAVOS

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(Php 6,397,031.92) or such other sums as may be ascertained, **MESSAGING SOLUTIONS PROVIDER, INC.** agrees to perform and provide **Various Spare Parts for Postage Meter Machines** in accordance with his/her/its Bid.

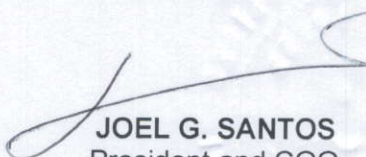
4. The PHILIPPINE POSTAL CORPORATION agrees to pay the abovementioned sum in accordance with the terms of the bidding.
5. Liquidated Damages. The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. 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. In case a dispute shall at any time arise between the Entity and the Service Provider that would give rise to a right of action against a party, the parties should refer such dispute or difference 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 Entity, however, shall have the option not to refer or participate thereto, in which case, the Entity shall have the right to proceed filing an action before the courts of competent jurisdiction in the City of Manila.

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.

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Signed in the Presence of:

[Signature]
GELARINO B. PEDRO
Post Office Chief Accountant
(Certifying availability of funds)
*Acting Manager
Accounting Dept.*

[Signature]
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.

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WITNESS MY HAND SEAL on this _____ day of _____ at **CITY OF MANILA**, Philippines.

Doc. No. 27 ;
Page No. 4 ;
Book No. 2 ;
Series of 2024 ;

Notary Public

[Signature]
ATTY. FRANCHETTE KAYE S. LIM
Notary Public for City of Manila
Notarial Commission No. 2023-172 valid until 31 December 2025
IBP No. 384574; 01 January 2024
PTR No. MLA-1511448; 03 January 2024
MCLE Compliance No. VII-0002884 valid until 14 April 2025
Roll No. 73323
Unit 303 HHC Building, Victoria St. cor Basco St.
Intramuros Manila