

01 APR 2024

CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of 12 APR 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 **AP Printing and Packaging, Inc.** with principal business and office address at 1001 GP Sulok St., Barangay Ugong, Valenzuela City, duly represented herein by its Sales Manager, **JULIET A. VILLENA**, (hereinafter called "**the Supplier**") of the other part;

WHEREAS, the Entity invited to submit bids for certain goods and ancillary services, particularly **350,000 Sets of DEMS Consignment Notes** and has accepted a Bid by the Supplier for the supply of those goods in the sum of TWO MILLION FOUR HUNDRED FIFTEEN THOUSAND PESOS (**Php 2,415,000.00**) (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

PHILIPPINE POSTAL CORPORATION  
PASSED AND REVIEWED  
LEGAL DEPARTMENT  
*Mark Joseph B. Abelardo*  
ATTY. MARK JOSEPH B. ABELARDO  
DATE: - - -

01 APR 2021

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 FOUR HUNDRED FIFTEEN THOUSAND PESOS (Php 2,415,000.00) or such other sums as may be ascertained, **AP Printing and Packaging, Inc.** agrees to perform and provide **350,000 Sets of DEMS Consignment Notes** 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 Supplier 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*  
**LUIS D. CARLOS**  
Acting Postmaster General and CEO

*Juliet A. Villena*  
**JULIET A. VILLENA**  
Sales Manager

For:  
**PHILIPPINE POSTAL CORPORATION**

For:  
**AP PRINTING AND PACKAGING, INC.**

PHILIPPINE POSTAL CORPORATION  
PASSED AND REVIEWED  
LEGAL DEPARTMENT  
*M. Abelarado*  
ATTY. MARK JOSEPH B. ABELARDO  
DATE:

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Signed in the Presence of:

*Alexis H. Aguilera*  
\_\_\_\_\_  
Post Office Chief Accountant  
(Certifying availability of funds)  
**Accounting Manager**  
**Accounting Dept.**

*Ricardo V. Lee*  
\_\_\_\_\_  
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 **JULIET A. VILLENA** with Competent Evidence of Identity (CEI) PHIL. PASSPORT P9055301A issued on OCTOBER 7, 2018 at DFA NORWEST, MANILA, 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 12 APR 2024 at **CITY OF MANILA**, Philippines.

Doc. No. 44 ;  
Page No. 9 ;  
Book No. 2 ;  
Series of 2024 ;

Notary Public  
*Franchette Kaye S. Lim*  
**ATTY. FRANCHETTE KAYE S. LIM**  
Notary Public for City of Manila  
Notarial Commission No. 2023-172 valid until 31 December 2025  
BP No. 384574; 01 January 2024  
PTR No. MLA-1511443; 01 January 2024  
MCLE Compliance No. VII-0002864 valid until 14 April 2025  
Roll No. 733XJ  
Unit 303 HHC Building, Victoria St. cor Basco St.  
Intramuros Manila