

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

APR 16 2024

CONTRACT AGREEMENT

THIS AGREEMENT made this 29 day of APRIL 2024 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 **CEBU AIR, INC.** with office address at Cebu Pacific Building, Domestic Road, Pasay City, duly represented herein by its President and Chief Commercial Officer, **ALEXANDER G. LAO**, (hereinafter called "the Service Provider") of the other part;

WHEREAS, the Entity invited to submit bids for certain goods and ancillary services, particularly **Services for Domestic Mail Conveyance by Air for Twenty (20) Destinations** and has accepted a Bid by the Service Provider for the said services in the sum of THIRTY EIGHT MILLION FOUR HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED FIFTY-TWO PESOS AND FORTY-EIGHT CENTAVOS (Php **38,492,752.48**) (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

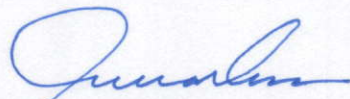
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the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

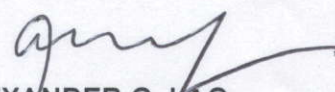
3. In consideration for the sum of THIRTY EIGHT MILLION FOUR HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED FIFTY-TWO PESOS AND FORTY-EIGHT CENTAVOS (Php 38,492,752.48) or such other sums as may be ascertained, **CEBU AIR, INC.** agrees to perform and provide **Services for Domestic Mail Conveyance by Air for Twenty (20) 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. 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


ALEXANDER G. LAO
President and Chief Commercial Officer

For:

CEBU AIR, INC.

Signed in the Presence of:

[Signature]
ALEXIS F. AGUILAR
Acting Chief, Claims Processing Div
Post Office Chief Accountant
(Certifying availability of funds)

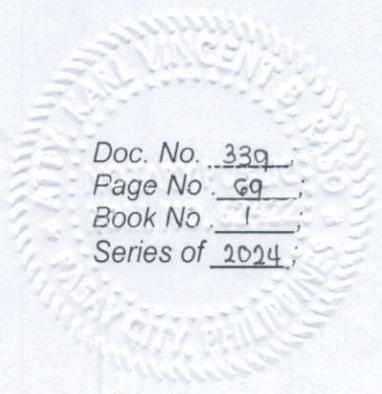
[Signature]
SHANIA CAROL M. MULLIM
Witness

ACKNOWLEDGMENT

Republic of the Philippines)
City of Pasay) S.S.

Before me, personally appeared **LUIS D. CARLOS** exhibiting to me his Competent Evidence of Identity (CEI) ERN 000-3942-5641-6 issued on _____ at Pasay City 6615 and **ALEXANDER G. LAO** with Competent Evidence of Identity (CEI) P1055260 issued on 13 JUL 2021 at DEA 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 29 day of APRIL 2024 at Pasay City, Philippines.



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[Signature]
Notary Public
ATTY. KARL VINCENT B. RASO
Commission No. 23-25
Notary for Pasay City until 31 December 2024
Cebu Pacific Building, Domestic Road, Brgy. 191 Zone 20, Pasay City
Roll No. 62422
PTR NO. 8455165/ 01-09-2024/ Pasay City
IBP NO. 425853/ 01-19-2024/ Makati City