

Republic of the Philippines  
**DEPARTMENT OF ENERGY-VISAYAS FIELD OFFICE**  
3<sup>rd</sup> and 5<sup>th</sup> Floor Escario Building,  
731 N. Escario Street, Cebu City

**CY 2024 CONTRACT FOR EXPRESS MAILING SERVICES**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this        day of **MAY 10 2024** at 5<sup>th</sup> Floor Escario Building 731 Escario Street Cebu City, by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended thru its Visayas Field Office, with office address at 3<sup>rd</sup> and 5<sup>th</sup> Floor, Escario Building 731 N. Escario Street Cebu City, represented herein by its OIC for Visayas Field Office, **DIB. RENANTE M. SEVILLA**, hereinafter referred to as the "**CLIENT**";

-and-

**LIBCAP SUPER EXPRESS CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with head office address at LIBCAP Building, Quintin Salas, Jaro, Iloilo City, represented in this Act by **MARIA LUCIA G. MONDRAGON** its President, hereinafter referred to as the "**CONTRACTOR**".

**CLIENT** and **CONTRACTOR** are hereinafter collectively referred to as "**PARTIES**" and individually as "**PARTY**".

**WITNESSETH:** That

**WHEREAS, CLIENT** is in need of a licensed and reputable service provider to render express mailing services at its office located at the 5<sup>th</sup> Floor Escario Building, 731 N. Escario Street Cebu City;

**WHEREAS, CLIENT** has been allowed to canvass its express mailing services requirement for the Visayas Field Office through a duly approved Alternative Method of Procurement (AMP);

**WHEREAS, CONTRACTOR** warrants that it is licensed, capable, competent and willing to furnish the foregoing services needed by **CLIENT**;

**WHEREAS, the CLIENT** invites bids for the procurement of **EXPRESS MAILING SERVICES** for **CY 2024** and has accepted a bid by the **CONTRACTOR** for the supply of

services in the sum of **SIXTEEN THOUSAND PESOS (Php 16,000.00)** (hereinafter called "the Contract Price").

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein below set forth, the **Parties** hereby agree as follows:

1. The **CONTRACTOR** shall provide express mailing services to the **CLIENT** from Monday to Friday, on an indicated time by the **CLIENT** except during holidays and/or declared non-working days.
2. The **CONTRACTOR** shall only render express mailing services to the employees of the **CLIENT** upon receipt of a duly approved Request for Messengerial/Mailing Services signed by the authorized officials/representatives of the **CLIENT**. The **CONTRACTOR** shall pick up/door to door deliver documents/s and/or parcel/s booked within the day bound to National Capital Region particularly in Metro Manila and/or different areas of Luzon, Visayas and Mindanao. Service provider representative must pick-up the parcels from the DOE-VFO and deliver documents to the specified areas.
3. For and in consideration of the services to be rendered under this Contract, **CLIENT** shall pay **CONTRACTOR** the amount of the actual number of documents picked-up for delivery based on their respective costs during the whole month inclusive of any and all kinds of taxes, fees and charges. **CONTRACTOR** shall establish a fixed rate for the pick-up/delivery of documents/parcels bound to National Capital Region particularly in Metro Manila and/or different areas of Luzon, Visayas and Mindanao depending on weight or parcel size and hereby agrees that there shall be no escalation of the prices during the term of this Contract. **CONTRACTOR** shall submit the monthly billings to **CLIENT** for services rendered in the proceeding month. Likewise, in compliance with Executive Order (EO) No. 398 issued by the Office of the President on 12 March 2005, **CONTRACTOR** shall submit to **CLIENT** before entering into this Contract, a tax clearance from the Bureau of Internal Revenue (BIR) to prove **CONTRACTOR's** full and timely payment of taxes to the government. Further, **CONTRACTOR** through its responsible officer/s shall submit to **CLIENT** a Certification under oath that it is free and clear of all tax liabilities to the government. **CLIENT** shall verify regularly with the BIR the **CONTRACTOR's** strict compliance with the provisions of EO No. 398 otherwise it will suspend payment for any services rendered by **CONTRACTOR** to **CLIENT** as stipulated in this Contract. **CLIENT** shall not process any billings submitted without the foregoing documents.

4. **CLIENT** shall pay **CONTRACTOR** at least fifteen (15) working days from receipt of the monthly bill together with an attached report of the total number of mails delivered duly signed by VFO Admin every end of the month, for purposes of processing thereof.
5. **CONTRACTOR** hereby manifests that it is an independent business entity and nothing herein shall be construed as creating between **CLIENT** and **CONTRACTOR** the relationship of principal-agent, or employer-employee.
6. In the event any provision of this Contract is declared invalid, null, void or unenforceable, the said declaration shall not affect the other provisions which shall remain valid, effective and enforceable. It is understood that all the covenants and conditions contained in this Contract constitute the entire agreement between the **PARTIES** hereto with respect to the subject matter hereof and shall supersede all previous negotiations, agreements, commitments and writings, signed by a duly authorized representative of each of the **PARTIES** herein.
7. The **CONTRACTOR** shall issue a shipment notification to the **CLIENT** after every completed transaction. The **CONTRACTOR** shall be held responsible for any damaged/lost of documents/parcels received and while in transit for delivery to recipients.
8. **CLIENT** hereby reserves the right to rescind, terminate or abrogate its Contract with **CONTRACTOR** upon thirty (30) days prior written notice in any of, but not limited to, the following instances:
- a. Submission of falsified or forged license as well as other falsified documents and reports;
  - b. Breach of **CONTRACTOR**'s obligations and the terms and conditions under this Contract.
9. **CONTRACTOR** warrants that it or any of its officials or representatives has not given or promised to give any money or gift to any employee/official of **CLIENT** to influence the decision regarding the awarding of this Contract, nor **CONTRACTOR** has, or its officials or representatives have exerted or utilized any unlawful influence on any employee/official of **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **CONTRACTOR** hereby agrees that breach of these warranties shall be sufficient ground for **CLIENT** at its discretion to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract price without prejudice to **CONTRACTOR**'s or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.

10. **CONTRACTOR** warrants that it shall obtain and maintain the necessary permits and licenses required by national or local authorities, or by civilian or military authorities, in order to continue operating legally.
11. Any and all taxes, duties, fees, charges and other legal exactions arising by virtue of this Contract shall be for the account of **CONTRACTOR**. It is further understood that **CLIENT** shall deduct and withhold the applicable withholding taxes, if any and if deemed necessary, from its payments to **CONTRACTOR** under this Contract pursuant to the requirements of law.
12. This Contract shall be effective for a period of eight (8) months starting from May 1, 2024 and ending on December 31, 2024 unless sooner terminated by either **PARTY**, upon thirty (30) days prior written notice. The payment of express mailing services shall be based on actual mails or number of documents picked-up for delivery during the whole month or until such time that the Contract Price (TCP) has been fully consumed.
13. **CLIENT** and **CONTRACTOR** expressly agree that the services to be rendered herein are extremely vital to **CLIENT**, such that in the event of, act of, cause or reason beyond the control of **CONTRACTOR**, strikes, lockouts or labor disputes which may otherwise disrupt or prevent **CONTRACTOR** from performing or rendering the services herein, **CLIENT** shall have the right to terminate this Contract by giving **CONTRACTOR** 72-hour prior written notice.
14. It is expressly agreed upon that in the event of breach of any provision of this Contract by **CONTRACTOR**, or of a valid claim of **CLIENT** against **CONTRACTOR**, **CLIENT** shall have the irrevocable authority to retain or automatically set-off and apply without notice all funds, credits, payments, securities, moneys and/or accounts receivable that are in possession and control of **CLIENT** that may be due or owing to **CONTRACTOR**.
15. As much as possible, disputes shall be settled amicably between the **PARTIES**. However, in the event either **PARTY** to this Contract shall take judicial action, the **PARTIES** agree that the venue for said purposes shall be laid exclusively with the proper courts in Taguig City and Cebu City to the exclusion of other courts and that the writs of attachments, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines.
16. **CONTRACTOR** is aware that **CLIENT** is a government agency and as such is subject to certain legal requirements and procedures not normally required of private corporations. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures when applied to this Contract may affect its validity,

effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

IN WITNESS WHEREOF, the **PARTIES** have hereunder signed and executed these presents on the date and at the place first above-written.

**DEPARTMENT OF ENERGY**

**LIBCAP SUPER EXPRESS CORPORATION**

By:


By:

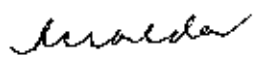
  
**DIR. RENANTE M. SEVILLA**  
OIC, Visayas Field Office

  
**MARIA LUCIA G. MONDRAGON**  
President

SIGNED IN THE PRESENCE OF:

  
**ATTY. BARRYTONE A. BUSI**  
DOB-VFO, Legal

  
**JOSE VICTOR G. MONDRAGON**  
LIBCAP Super Express Corporation  
Representative

  
**HELEN C. ROLDAN**  
OIC-Chief, Accounting Division

CAF No. 01-24-04-171

CAF Date: June 14, 2024

Don No. 02-10101-2024-00-09499

P 14, 000.00

Republic of the Philippines)

City of: ILOILO CITY S.S.

X-----X

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for the dn01 MAY 2024 day of

\_\_\_\_\_, 2024, personally appeared:

**DIR. RENANTE M. SEVILLA**, with Taxpayer's Identification No. 147-724-722 issued at Cebu City, in his capacity as OIC for Visayas Field Office of the **DEPARTMENT OF ENERGY**.

-and-

**MARIA LUCIA G. MONDRAGON** with \_\_\_\_\_ SSS No. 07-1551822-7 issued at Iloilo City in her capacity as President for the **LIBCAP SUPER EXPRESS CORPORATION**.

both known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed and that of the office and corporation which they respectively represent.

This document refers to CY 2024 Contract on Express Mailing Services between the Department of Energy and Libcap Super Express Corporation consists of six (6) pages including this page where this acknowledgement is written and all pages hereof have been signed by the **PARTIES** and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written.

Doc No. 375;  
Page No. 73;  
Book No. 13;  
Series of 2024.

**ATTY. LUZERMIL A. CALMORIN**  
NOTARY PUBLIC  
ROLL NO. 29514 5-15-79  
PTR NO. 8378728 01-02-24  
IBP NO. 391901 01-03-24  
TIN NO. 1234567890  
MCLE COMP. NO. V-0028126  
DATE OF COMMISSION 03-02-23 TO 12-30-27  
REG. NO. 189  
CITY AND PROVINCE OF ILOILO