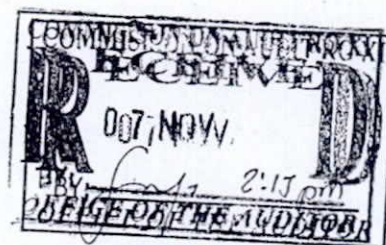


COURIER SERVICE CONTRACT



KNOW ALL MEN BY THESE PRESENTS:

This Courier Service Contract (Contract) is made and entered into by and between the **OFFICE OF THE DEPUTY OMBUDSMAN FOR MINDANAO – CAGAYAN DE ORO REGIONAL OFFICE**, hereinafter referred to as **OMB-CDO**, with office address at Ground Floor YMCA Building, 91 Julio Pacana St. Cagayan de Oro City, duly represented by the Deputy Ombudsman for Mindanao **ANDERSON A. LO**, with official address at **Earth corner Libra Street, GSIS Heights, Matina, Davao City**;

- and -

LIBCAP SUPER EXPRESS CORPORATION, represented by its Vice President **JOSE VICTOR G. MONDRAGON**, with office address at **LIBCAP COMMERCIAL BUILDING, QUINTIN SALAS JARO, ILOILO CITY** and shall cover the following services from OCT 01 2024 to SEP 30 2025 under Purchase Request (PR) No: CDO-2024-06-0020 dated June 19, 2024.

WITNESSETH: That,

WHEREAS, OMB-CDO needs to engage the services of a qualified and licensed courier service provider which would ensure a faster, efficient and timely delivery of all its official documents and other printed matter, to local and national destination;

WHEREAS, through Small Value Procurement, it was determined that **LIBCAP SUPER EXPRESS CORPORATION** submitted the lowest and the most advantageous quoted price to the **OMB-CDO** and was thereby awarded the contract in the amount of **FORTY-FOUR THOUSAND EIGHT HUNDRED FORTY-FIVE pesos (PhP 44,845.00)** per BAC Decision No. 75, Series of 2024, dated August 14, 2024 subject to the terms and conditions stipulated herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein contained, the parties hereto hereby agree as follows:

I. OBLIGATIONS OF THE SERVICE PROVIDER

The main objective of this Contract is to ensure secured handling and expedited delivery of the **OMB-CDO's** sensitive and valuable documents to the addressee/s. Towards this end, the **LIBCAP SUPER EXPRESS CORPORATION** undertakes to deliver in an efficient and timely manner the official documents and other printed matter in the specified geographic area/s, in both local and national destinations. Pursuant thereto, the **LIBCAP SUPER EXPRESS CORPORATION** shall, to the satisfaction of the **OMB-CDO**, render/undertake and perform the following duties and responsibilities:

- a) Daily pick-up of documents and other printed materials from **OMB-CDO**, or as often as the need arises.
- b) Delivery of mails to the addressee/s of **OMB-CDO** documents and other printed matter within the following periods, reckoned from the date of pick-up, to wit:
 - Within Cagayan de Oro City – within three (3) days, and nearby provinces – within two (2) weeks
 - Other parts of Mindanao – within two (2) weeks.
 - Any part of Visayas Region – within two (2) weeks.
 - Any part of Luzon Region – within two (2) weeks.

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In instances where the addressee/s cannot be located, or delivery is not effected at the first attempt for reason not due to the fault of the **LIBCAP SUPER EXPRESS CORPORATION**, the latter shall pursue the delivery until three (3) attempts within the periods specified as follows: (i) six (6) calendar days, if within Cagayan de Oro City, nearby provinces and other parts of Mindanao, and (ii) seven (7) calendar days, in any part of Visayas and Luzon.


- c) Release of mail containing **OMB-CDO's** documents and other printed materials shall be made only to the addressee or her/his authorized representative, and only upon presentation to and verification by the **LIBCAP SUPER EXPRESS CORPORATION** of the authenticity of the identification card/s presented by the addressee or her/his authorized representative.
- d) Return to **OMB-CDO** all unclaimed mails, documents and other printed materials, within ten (10) calendar days from the time of dispatch of the said documents.
- e) Submit to **OMB-CDO** within thirty (30) calendar days, reckoned from **OMB-CDO** dispatch, the following:
- Delivery Status Report and Delivery Receipt duly acknowledged by the addressee/s or his/her authorized representative, with signature over his/her printed name as proof that the addressee or his/her authorized representative has received the document/printed matter.
 - Other reports and relevant documents as may be required by **OMB-CDO**
 - Billing/Statement of Accounts on a monthly basis.

II. SERVICE FEE AND ALLOCATED BUDGET

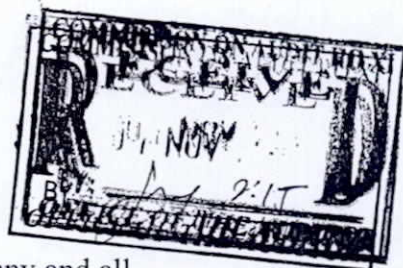
The **OMB-CDO** through the **OFFICE OF THE OMBUDSMAN**, shall pay the amount due to the **LIBCAP SUPER EXPRESS CORPORATION** for the services actually rendered by the latter to the former, strictly in accordance with the fee schedule prescribed hereunder.

The price ceiling and allocated budget per geographic area shall be as follows:

a. Local and National Destinations (Air Route)



Geographic Area	Small	Medium	Large	Pouch
Luzon, Visayas and Mindanao	P 112.00 (Standard Mailing Envelope)	P 135.00 (Short-bond paper size)	P 168.00 (Long-bond paper size)	P 224.00 (Maximum of two (2) kilos)



b. The above-stated amounts shall be understood as inclusive of any and all taxes (including, but not limited to, the applicable Value Added Tax), fees, duties and such other imposts or levies which may be required by the government, both national and local.

1. BILLING:

LIBCAP Super Express Corporation will be paid based on the above rate in accordance with this contract, within sixty (60) days upon receipt of the accurate billing statement with complete requirements/attachments for services rendered, subject to appropriate government tax and after the submission of the document in clause I (e) of this contract. Payment shall be made through the bank account of **LIBCAP SUPER EXPRESS CORPORATION**, Land Bank of the Philippines, Iznart Branch, Iloilo City with Account Number 0032-1495-70.

2. CANCELLATION OF CONTRACT:

This contract is subject to cancellation by either party upon written notification, within thirty (30) days after acceptance of this Contract by **OMB-CDO** thru its authorized representative, provided that such cancellation shall be without prejudice to the rights and obligation of both parties.

3. EFFECTIVITY OF CONTRACT:

This contract is effective on OCT 01 2024 to SEP 30 2025, and shall continue in force and effect until terminated by either party due to lawful and reasonable cause, by giving notice to the other party at least thirty (30) days before the effective date of termination. **OMB-CDO** may extend this contract on a monthly basis thereafter, as necessary using the same terms and agreement as stipulated in this Courier Service Contract.


IN WITNESS WHEREOF, the representative of the PARTIES hereunto affixed their respective signatures on their respective names written below.

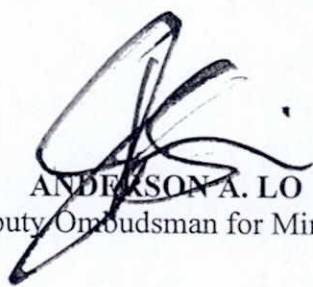
LIBCAP SUPER EXPRESS CORPORATION

OFFICE OF THE OMBUDSMAN

By:

By:


JOSE VICTOR G. MONDRAGON
LIBCAP - Vice President


ANDERSON A. LO
Deputy Ombudsman for Mindanao

Date: _____

Date: _____

Place: _____

Place: _____

SIGNED IN THE PRESENCE OF:



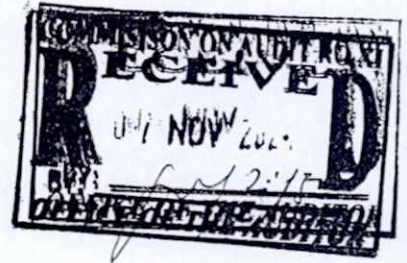
GINA N. SIOSAN



Ma. Gemma Teresa L. Gavine

- Essential page 4 follows -

Page 4 of 5 pages
Service Contract/Courier Services



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
ILOILO CITY) S.S.
X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X

BEFORE ME, a Notary Public in Iloilo City, this 22 OCT 2024, personally appeared **JOSE VICTOR G. MONDRAGON**, Vice President of **LIBCAP SUPER EXPRESS CORPORATION** with Identification No. (SSS) 07-1622029-7 issued at ILOILO CITY on _____, known to me to be the same person who executed the foregoing document and he acknowledged to me that the same is his free and voluntary act and deed as well as of the office herein represented.

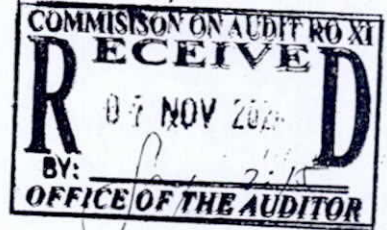
This document consists of five (5) pages, including this page upon which this acknowledgement is written, signed by the party in every page hereof, together with his instrumental witness, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the day, year, and place first written above.

Doc. No. 311
Page No. 63
Book No. 39
Series of 2024

ATTY. LUZERMINDO A. CALMOR
NOTARY PUBLIC
ROLL NO. 29514 5-15-19
PTR NO. 8338720 01-17-24
IBP NO. 39196 11-30-24
TIN NO. 1-1-7-76b
MCLE COMP NO. 1-328170
DATE OF COMMISSION 03-02-23 TO 12-30-24
REG. NO. 169
CITY AND PROVINCE OF ILOILO

- Essential page 5 follows -



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
DAVAO CITY) S.S.
X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X

BEFORE ME, a Notary Public in Davao City, this NOV 6 2024, personally appeared Deputy Ombudsman for Mindanao **ANDERSON A. LO**, with Identification Number (ID No.) 220004 issued at Davao : 74 on _____, known to me to be the same person who executed the foregoing document and he acknowledged to me that the same is his free and voluntary act and deed as well as of the office herein represented.

This document consists of five (5) pages, including this page upon which this acknowledgement is written, signed by the party in every page hereof, together with his instrumental witness, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the day, year and place first written above.

ATTY. DAYLE MARTIN D. MANLOD, LCB
NOTARY PUBLIC for and in the CITY of DAVAO
Commission Serial No. 2024-291-2025
Valid Until December 31, 2025
Roll of Attorneys No. 89185
IBP No. 377539; 12-28-2023; Pang City
PTR No. 9351902C; 01-26-2024; Davao City
Batalla St. Batalla Village, Catalunan Pequeno, Davao City
MCLE Compliance No. : EXEMPTED
(Admitted to the Philippine Bar on December 22, 2023)

Doc. No. 58
Page No. 13
Book No. 1
Series of W24