



BIDS AND AWARDS COMMITTEE
BAC Resolution No. 069-2023, Series of 2023

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
POSTAGE AND COURIER THRU PHILIPPINE POSTAL CORPORATION**

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to administer and implement Republic Act No. 10173 or the Data Privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, in line with this, the NPC needs a courier service provider to handle, deliver, and/or retrieve mails, parcels, and documents to and from different areas in the Philippines and other countries in a reliable, speedy and effective manner;

WHEREAS, the NPC approved its FY 2023 Annual Procurement Plan (APP), which includes the procurement of Postage and Courier thru Philippine Postal Corporation under APP Item No. 2023-0022 with the Approved Budget for the Contract (ABC) of Php 150,000;

WHEREAS, Section 53.5 of the Revised Implementing Rules and Regulations (RIRR) of R.A. 9184 recognizes negotiated procurement through Agency-to-Agency as an alternative mode of procurement, where the procuring entity directly negotiates a contract for the procurement of goods, or services, or to undertake infrastructure projects, and consulting services with another agency;

WHEREAS, the same RIRR and the GPPB Implementing Guidelines On Agency-to-Agency Agreements provides for conditions that the end-user must comply with to justify that the resort to Agency-to-Agency is more efficient and economical to the government;

WHEREAS, pursuant to the process indicated in Annex "H" of the IRR of R.A. 9184, the end-user, the Administrative Services Division (ASD) has provided Justification why the resort to Agency-to-Agency is more efficient and economical to the government herein attached as "Annex A",

WHEREAS, in said Justification, the ASD mentioned that the Philippine Postal Corporation (PhilPost), is an existing government-owned and controlled corporation mandated to engage in the business of transporting and carrying mails throughout the country and the world where delivery is possible. It offers the most economical or lowest rate among the courier service providers;

WHEREAS, the end-user likewise submitted a Certification that the proposed servicing agency, PhilPost, complies with the conditions set by the NPC, herein attached as "Annex B";

WHEREAS, a Request for Quotation (RFQ) was sent to the Philippine Postal on 25 August 2023;

WHEREAS, in response to the RFQ, the Philippine Postal, submitted the responsive quotation with a bid price of Php 150,000.00, within the ABC;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for the procurement of **POSTAGE AND COURIER THRU PHILIPPINE POSTAL CORPORATION** to the **PHILIPPINE POSTAL CORPORATION** with Agency-to-Agency as the mode of procurement with a total contract price of One Hundred Fifty Thousand Pesos (PhP 150,000.00).

RESOLVED this 04th day of September 2023, via a combination of on-site and videoconference meeting.

ATTEST:



Digitally signed by
Fabricante Marlon
Ruben Natividad

MR. MARLON RUBEN N. FABRICANTE
Chief, ASD
End-User, BAC Member

On Official Business
MR. ERWIN D. ESPENILLA
HEA, OPC
BAC Member



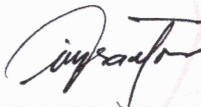
Digitally signed
by Milanes Rainier
Anthony Mabias

ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD
BAC Member



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by Mendoza Ma
Josefina Eusebio

ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member



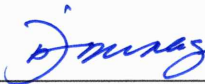
Digitally
signed by Ivy
Grace T.

ATTY. IVY GRACE VILLAVIEJA
Attorney V, PDD
BAC Vice Chairperson

On Official Business

ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:



ATTY. JOHN HENRY D. NAGA

Privacy Commissioner
Head of the Procuring Entity *gde*
Date: SEP 18 2023



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307



NOTICE OF AWARD

SEP 18 2023

MR. LUIS D. CARLOS

Postmaster General, Philippine Postal Corporation
Manila Central Post Office Building,
Magallanes Drive, Liwasang Bonifacio,
Barangay 659-A, Ermita, Manila

Dear **MR. CARLOS**,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 069-2023 series of 2023, the contract for **POSTAGE AND COURIER THRU PHILIPPINE POSTAL CORPORATION** amounting to **One Hundred Fifty Thousand Pesos (PHP150,000.00)** VAT inclusive, is awarded to **PHILIPPINE POSTAL CORPORATION**, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner
Head of the Procuring Entity

Date: SEP 18 2023

Jose Digitally signed
by Medalla Joan
Therese Caragay

Conforme:

MR. LUIS D. CARLOS

Postmaster General
Philippine Postal Corporation
Date: SEP 19 2023



NOTICE TO PROCEED

Date Issued: 17 NOV 2023

LUIS D. CARLOS


Acting Postmaster General and CEO
Philippine Postal Corporation
Post Office Bldg., Liwasang Bonifacio,
Manila

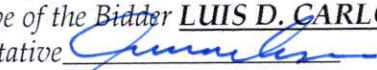
Dear Mr. **CARLOS**:

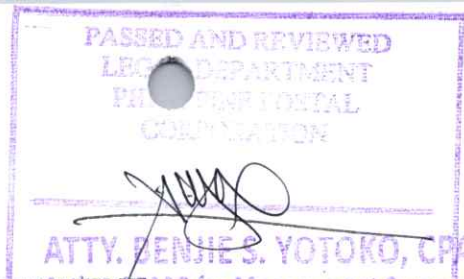
Notice is hereby given to **PHILIPPINE POSTAL CORPORATION** for the commencement of the procurement for the **POSTAGE AND COURIER THRU PHILIPPINE POSTAL CORPORATION** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Memorandum of Agreement.

Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,


ATTY. JOHN HENRY D. NAGA
Head Of the Procuring Entity/Privacy Commissioner

I acknowledge receipt of this notice on Nov. 29, 2023
Name of the authorized representative of the Bidder LUIS D. CARLOS
Signature of the authorized representative 



MEMORANDUM OF AGREEMENT PMG for Management Support Services

25 OCT 2023

KNOW ALL PERSONS BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT is made and executed this 16 day of NOV, 2023 in Metro Manila, Philippines, by and between:

The NATIONAL PRIVACY COMMISSION, a government agency duly organized in accordance with Republic Act No. 10173, with principal office address at 5th Floor Delegation Building, PICC Complex, Vicente Sotto Avenue, Pasay City, Metro Manila, represented herein by its Privacy Commissioner, ATTY. JOHN HENRY D. NAGA, hereinafter referred to as "NPC";

and

The PHILIPPINE POSTAL CORPORATION, a government corporation existing under and by virtue of Republic Act No. 7354, with principal office address at the Main Post Office Building, Liwasang Bonifacio, Manila, represented by its Acting Postmaster General and Chief Executive Officer, LUIS D. CARLOS, hereinafter referred to as "PHLPOST".

The NPC and PHLPOST shall hereinafter be collectively referred to as "PARTIES."

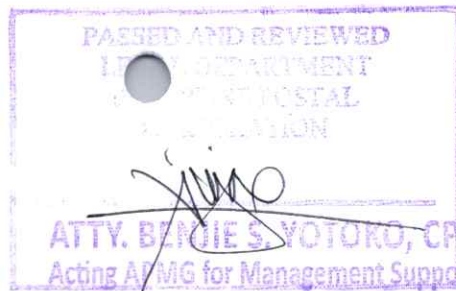
ANTECEDENTS

1. PHLPOST is the only government owned and controlled corporation that is engaged in the shipment and delivery of mail matters and logistics locally and abroad.
2. The NPC is the government agency mandated to ensure that personal data in information and communications systems in the government and in the private sector are secured and protected as well as ensuring compliance of the country with international standards set for data protection.
3. The NPC needs a courier service provider to handle, deliver and/or retrieve mails, parcels and documents to and from different areas in the Philippines and other countries in a reliable, speedy and effective manner.
4. NPC would like to utilize the services of PHLPOST for the conveyance and delivery of its registered, express and other non-recorded mail matters intended for its regional offices nationwide, other government offices, and private individuals.
5. PHLPOST has manifested its intention to transport and deliver the above-mentioned mail matters in the most secure, economical, efficient, and reliable methods, in full satisfaction of the NPC.

ACCORDINGLY, for and in consideration of the foregoing premises, both PARTIES hereby agree and bind themselves as follows:

A

CONTRACT NO. 2023- 11-0018

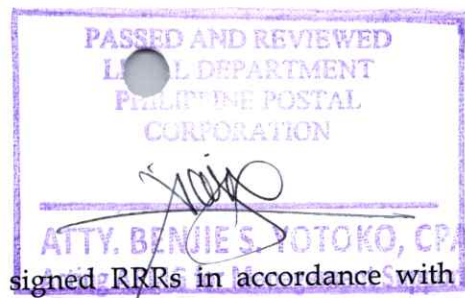


I. OBLIGATIONS OF THE NPC

1. NPC shall prepare the Certificate of Mailing (COM), copy-attached as **Annex "A"** and Transmittal List in four (4) copies for each type of service availed, indicating the tracking numbers, the name of the addressees and corresponding addresses, for every mailing transaction.
2. The NPC shall strictly follow the correct address format, particularly the correct placement of ZIP code in all mails and registry barcode for registered mails, copy-attached as **ANNEX "B"**
3. The computation of delivery charges shall be based on the actual weight, volume and service used shall be based on the PHLPOST Admin. Order no 21-08: Rationalized Postage Rate for Domestic Registered Mail Services, copy-attached as **ANNEX "C"**.
4. The NPC shall send all mails to **PHLPOST** for delivery and post them at Pasay CPO.

II. OBLIGATIONS OF PHLPOST

1. **PHLPOST** shall acknowledge the receipt of Certificate of Mailing and Transmittal List, attached as "**ANNEX A**", which shall be the basis for the computation of charges and replenishments.
2. **PHLPOST** shall notify NPC **within three (3) working days from knowledge**, through a representative from the Pasay CPO, after receipt of the mails for posting, if any discrepancy arises as to the actual number of mails posted and corresponding charges to be collected from NPC.
3. The **PHLPOST** shall collect, handle, and deliver the NPC documents/parcels/printed materials to the addressee in accordance with its published Citizen's Charter.
4. **PHLPOST** shall comply with all security and safety/health regulations and requirements regarding pick-up and delivery of documents to and from the NPC.
5. The **PHLPOST** shall have reliability to transport parcels and related items to far-flung areas in the Philippines which cannot be reached by other courier service providers.
6. The **PHLPOST** shall maintain and update the online tracking of status of delivery or the tracking information of mails of NPC.
7. The **PHLPOST** shall have priority in handling of documents and other printed materials from acceptance to delivery.
8. Upon delivery, **PHLPOST** shall require the addressee/authorized representative to sign the Registered Return Receipts (RRRs) and return to the NPC General Records Unit the



physical copy of all unclaimed NPC mails and signed RRRs in accordance with its published Citizen's Charter.

9. Any irregularity or breach in security of documents such as but not limited to, damage to pouch bags, broken bag seals, incomplete pouch count, shall be immediately reported by **PHLPOST** to **NPC** upon delivery, within 24 hours upon knowledge for appropriate action/information of the latter.
10. **PHLPOST** shall make available customer service officer to reply to **NPC's** queries via email/landline at pasaycpo@yahoo.com.

III. TERMS OF PAYMENT

1. The amount payable is **One Hundred Fifty Thousand Pesos (Php150,000.00)** as stated in the Notice of Award dated 18 September 2023, attached as "ANNEX "D".
2. **PHLPOST**, through **PASAY CPO** shall submit a statement of account / billing for every transaction made
3. **NPC** shall check the billing submitted by **PHLPOST** and raise an issue within fifteen (15) working days from receipt thereof should **NPC** find discrepancy and return the disputed billing to **PHLPOST** for rectification. **PHLPOST** shall resolve the dispute within ten (10) working days from receipt of the returned billing. If the dispute cannot be settled within ten (10) working days, **PHLPOST** shall generate a new copy of billing and extract the disputed part and resubmit the billing to **NPC** for payment within ten (10) working days from its resubmission.
4. **NPC** shall comply with the requirements of **Advance Payment Scheme** in terms of payment deposit maintaining an amount equivalent to two (2) months average mailing expenses amounting **Php50,000.00** which will be subject for a monthly 50% replenishment or upon receipt of summary of actual mailing expenses or certificate from **PHLPOST** indicating the actual balance of the deposit. The payment of deposit shall include the other mandatory charges provided that it is stated in the statement of mailing/billing statement.
5. Replenishment of deposit shall be made directly to **Pasay CPO**. **Pasay CPO** shall likewise acknowledge deposit made and shall issue an Official Receipt to **NPC**.

IV. EFFECTIVITY AND DURATION OF THE AGREEMENT

This Agreement shall be effective for a period of **six (6) months** commencing from receipt of Notice to Proceed, unless sooner terminated due to exhaustion of funds.

V. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE

1. All documents that **PHLPOST** shall receive from the **NPC** during the Agreement are deemed confidential information. In the event that the **PHLPOST** receives information from the **NPC** which contains personal information, it shall comply with the relevant provisions of the Data Privacy Act of 2012 its IRR and other issuances.
2. **PHLPOST** shall keep all confidential information secret and shall not disclose said confidential information except to those personnel involved in this Agreement. Such personnel are bound by obligations of confidentiality no less effective than those contained in this Agreement and applicable law and rules.
3. **PHLPOST** shall use the standard under the Data Privacy Act of 2012 to establish and maintain satisfactory security measures to safeguard the confidential information from unauthorized access or use.
4. **PHLPOST** undertakes not to make or have made any copy, record or duplication of any of the confidential information or reduce it into writing or in any medium if disclosed orally, without the prior written consent of the **NPC**, except to the extent that is reasonably necessary for the execution of this Agreement.
5. **PHLPOST** shall be liable for inadvertent, deliberate or unauthorized disclosure and improper use of confidential information under pertinent laws and rules.
6. All proprietary rights in the confidential information of the **NPC** shall remain vested in it.
7. The confidentiality obligations contained herein shall remain in force even after the termination of this Agreement. In no case shall the **PHLPOST** retain any copy of the confidential information.

VI. LIQUIDATED DAMAGES

1. **PHLPOST** shall indemnify **NPC** in case of loss or damage of parcel or related items according to applicable laws. **NPC** shall file a written claim with **PHLPOST** within thirty (30) working days from the time that the latter notifies the **NPC** of such loss, theft or damage of documents. All claims shall be based on the declared value of the items in the Certificate of Mailing.
2. When **PHLPOST** fails to satisfactorily deliver the **NPC** documents within the specified delivery timeline, **PHLPOST** shall be liable to pay liquidated damages equivalent to one (1/10) of one percent (1%) of the declared value of the items for every day of delay, until such parcel is finally delivered and accepted.

VII. MISCELLANEOUS PROVISIONS

1. No change, amendment or revision of any of the provisions of this agreement shall become effective unless in writing and signed by both **PARTIES**.



2. Should any part of this Agreement be declared or found to be illegal, unenforceable, or void, the **PARTIES** shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is most consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
3. Being government entities, the **PARTIES** mutually undertake to resolve any and all disputes arising from this Contract in good faith and in the spirit of cooperation and amity. In case best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, including arbitration, in accordance with the rules provided in Presidential Decree No. 242 or the Prescribing the Procedure For Administrative Settlement Or Adjudication Of Disputes, Claims And Controversies Between Or Among Government Offices, Agencies And Instrumentalities, Including Government-Owned Or Controlled Corporations, And For Other Purpose in connection with the pertinent provisions of Executive Order No. 292 (Administrative Code of 1987).

If any **PARTY** contends that a claim cannot be submitted to alternative dispute resolution, that party shall be limited to filing a lawsuit in the appropriate courts in Pasay City, Philippines, to the exclusion of all courts.

4. The termination of this Agreement for any reason shall not release either **PARTY** from any of its legally accrued obligations.
5. Both **PARTIES** warrant that neither of them nor their representatives have offered any officer, official, or employee of any Government Authority any consideration or commission for this Agreement, nor have they or their representatives exerted or utilized any corrupt practice or unlawful influence to secure or solicit this Agreement for any consideration or commission. Neither **PARTY** shall subcontract any portion or portions of its obligations under this Agreement to any public officer or agency official or employee or to persons known by either party to be relatives within the third degree of consanguinity or affinity of any public officer or agency official or employee indirectly involved in the award of this Agreement. If any consideration or commission is paid to any private person, the paying party shall disclose the name of the person and the amount paid. Any breach of the warranties and undertakings shall constitute sufficient ground for the rescission or cancellation of this Agreement, without prejudice to the filing of civil or criminal actions against either **PARTY** and/or their representatives and officials and employees under the Anti-Graft and Corrupt Practices Act and other applicable laws.
6. This Agreement shall be construed under the laws of the Republic of the Philippines.
7. The terms and conditions contained in the Annexes and all relevant procurement documents shall form an integral part of this Agreement. In the event of conflict between the terms of this Agreement and all relevant Annexes, the former shall prevail.

PASSED AND REVIEWED
LEGAL DEPARTMENT
PHILIPPINE POSTAL
CORPORATION

[Signature]

ATTY. RESUE S. YOTORO, CPA
2023

NOW, THEREFORE, the parties have caused this instrument to be duly executed on the _____ day, month, year, and place hereinabove mentioned.

NATIONAL PRIVACY COMMISSION

PHILIPPINE POSTAL CORPORATION

by:

by:

[Signature]

[Signature]

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner

LUIS D. CARLOS
Acting Postmaster General and
Chief Executive Officer

SIGNED IN THE PRESENCE OF:

[Signature]

[Signature]

MARLON RUBEN N. FABRICANTE
Chief, ASD

OLIVIA M. VALDERA
Area Director, Mega Manila

CERTIFIED FUNDS AVAILABLE: (attached as Annex "E")

[Signature]
JOHANA CARLA T. GOMEZ
Accountant II

PASSED AND REVIEWED
LEGAL DEPARTMENT
PHILIPPINE POSTAL
CORPORATION

[Signature]

ATTY. BENIE S. YOTOKO, CPA
Acting APMG for Management Support Services.

25 OCT 2023

NOTARIAL ACKNOWLEDGMENT

Republic of the Philippines)
City of QUEZON CITY) S.S.

BEFORE ME, Notary Public for and in the above jurisdiction, this NOV 16 day of 2023
2023, personally appeared:

ID No: _____
Issued at/on: _____

ID No: _____
Issued at/on: _____

All known to me to be the same persons who executed and voluntarily signed the foregoing document consisting of only six (6) pages including this page of Acknowledgment, which they acknowledged to me as their own free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto affixed my signature and seal on the date and place first above mentioned.

NOTARY PUBLIC

Doc. No.: 24
Page No.: 06
Book No.: LVI
Series of 2023.

[Signature]
ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 158 (2023-2024)
IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 2024
PTP O.R. No. 3916669 B 01/03/2023 / Roll No. 33832 / TIN # 129-871-009-000
MCLE No. 7 & 8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
Address: 31-F Harvard St. Cubao, Q.C.