



BIDS AND AWARDS COMMITTEE
Resolution No. 048-2024, Series of 2024

**RECOMMENDING AWARD OF CONTRACT FOR THE PROCUREMENT OF
POSTAGE AND COURIER THRU PHILIPPINE POSTAL CORPORATION
(APP ITEM NO. 2024-0030)**

WHEREAS, the National Privacy Commission (NPC or *Commission*) is an independent body mandated to administer and implement Republic Act No. 10173 of 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 mail, parcels, and documents to and from different areas in the Philippines and other countries in a reliable, speedy, and effective manner;

WHEREAS, the NPC through the Administrative Services Division (ASD) shall ensure the speedy delivery of all official mailings/documents/materials/parcels related to all NPC Cases, projects, initiatives, and communications to both the private and public sectors;

WHEREAS, the NPC approved its FY 2024 Annual Procurement Plan (APP), which includes the procurement Postage and Courier thru Philippine Postal Corporation under APP Item No. 2024-030, and with an Approved Budget for the Contract (ABC) amounting to Three Hundred Thousand Pesos (Php 300,000.00);

WHEREAS, Section 53 of Republic Act No. 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act" 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 under of RIRR of R.A. 9184, the end-use, has provided justification why the resort to Agency-to-Agency is more efficient and economical to the government;

WHEREAS, in the 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 NPC Bids and Awards Committee (NPC-BAC), through its Secretariat, sent a Request for Quotation dated 05 June 2024 to PhilPost;


WHEREAS, on 24 June 2024, NPC-BAC evaluated the submitted quotation of the Philippine Postal Corporation and found that it passed the technical, legal, and financial requirements mandated under RA 9184, with a bid price of Three Hundred Thousand Pesos (Php300,000.00) 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 the contract for the procurement **Postage and Courier through Philippine Postal Corporation to PHILIPPINE POSTAL CORPORATION** with a total amount **THREE HUNDRED THOUSAND PESOS (Php300,000.00)**, subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 24 June 2024 via a combination of on-site and videoconference meeting.


ATTEST:


MR. JOEL T. PAGTULINGAN, JR
Administrative Officer III, ASD
Provisional BAC Member/End-User



MR. MARLON RUBEN N. FABRICANTE
Chief, ASD
BAC Member


ATTY. RODOLFO S. CABATU, JR
Chief, EnD
BAC Member


ATTY. AUBIN ARN R. NIEVA
Director IV, DASCO
BAC Vice Chairperson


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

Approved:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: JUL 08 2024



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



NOTICE OF AWARD

Date Issued: JUL 08 2024



PHILIPPINE POSTAL CORPORATION
Manila Central Post Office Building,
Magallanes Drive, Liwasang Bonifacio,
Barangay 659-A, Ermita Manila

Dear 

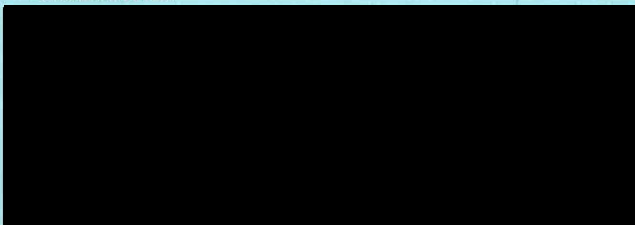
Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 048-2024 series of 2024, the contract for **POSTAGE AND COURIER THRU PHILIPPINE POSTAL CORPORATION** amounting to **THREE HUNDRED THOUSAND PESOS (PHP 300,000.00)** VAT inclusive, is awarded to **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

Digitally
signed by
Atty.
Josefina
Eusebio

Conforme:



PHILIPPINE POSTAL CORPORATION
Date: JUL 19 2024

Ref No.: BAC-24-00556

NPC_BAC_NOA-V1.0, R2.0, 04 March 2024

URL: <https://www.privacy.gov.ph> Email Add: info@privacy.gov.ph Tel No. +632 5322 1322

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Agreement") made and executed this 01 day of **OCT 01 2024**, 2024 in Metro Manila, Philippines, by and between:

The **NATIONAL PRIVACY COMMISSION**, a national government agency created by virtue of Republic Act No. 10173 or the Data Privacy Act of 2012, with office address at the 5th Floor, Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA** ("NPC");

and

The **PHILIPPINE POSTAL CORPORATION**, a government-owned and controlled corporation existing under and by virtue of Republic Act No. 7354, with office address at the Manila Central Post Office Building, Magallanes Drive, Liwasang Bonifacio, Barangay 659-A, Ermita, Manila, Philippines, herein represented by its Postmaster General and CEO, [REDACTED]

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

A N T E C E D E N T S

1. NPC approved the procurement of Postage and Courier services under Item No. 2024-030 of the NPC Annual Procurement Plan for F.Y. 2024;
2. NPC needs a courier service provider to handle, deliver and/or retrieve mails, parcels, and documents to and from its stakeholders in different areas of the Philippines and other countries in a reliable, speedy and effective manner;
3. The NPC-Administrative Services Division (ASD) has justified to the NPC-Bids and Awards Committee (BAC) the engagement with PHLPOST in accordance with *Republic Act No. 9184 or the Government Procurement Reform Act (R.A. 9184), and its 2016 Revised Implementing Rules and Regulations as of 15 April 2024 (IRR of R.A. 9184)*;
4. NPC-ASD has resorted to Agency-to-Agency Negotiated Procurement pursuant to *Section 53.5 of R.A. No. 9184, and its IRR as of 15 April 2024*;
5. Agency-to-Agency Procurement is an alternative mode of procurement, where the procuring entity directly negotiates a contract for the procurement of goods, services, or to undertake infrastructure projects, and consulting services with another agency;
6. **PHLPOST** passed the technical, legal, and financial requirements mandated under *R.A. No. 9184 and its IRR*;
7. On 08 July 2024, the Head of Procuring Entity approved NPC-BAC Resolution No. 048-2024, Series of 2024, recommending the Award of Contract for the procurement Postage and Courier through Philippine Postal Corporation to **PHLPOST**;
8. On 08 July 2024, the Head of Procuring Entity issued the Notice of Award (NOA) to **PHLPOST**;
9. The **PARTIES** have executed this Agreement in accordance with the procurement processes under *R.A. 9184, its IRR, and relevant issuances*,

**PASSED AND REVIEWED
LEGAL DEPARTMENT
PHILIPPINE POSTAL
CORPORATION**

CONTRACT NO. 2024- 09 - 0016

SEP 10 2024

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and conditions herein contained and other good and valuable considerations, the PARTIES hereto mutually agree as follows:

I. OBLIGATIONS OF THE NPC

- 1. 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.
- 2. The NPC shall fill out a Statement of Mailing, herein attached as "ANNEX A", for every mailing transaction in Pasay Central Post Office (CPO) which shall also serve as its billing statement.
- 3. The NPC shall send all mails to PHLPOST for delivery and post them at Pasay CPO.

II. OBLIGATIONS OF PHLPOST

- 1. The PHLPOST shall deliver the NPC documents/parcels/printed materials to the addressee in accordance with the published service delivery standards/schedule with the date and time of receipt, name, and signature of recipient, and prioritize handling of NPC documents and other printed materials from acceptance to delivery;
- 2. PHLPOST shall acknowledge the receipt of Statement of Mailing which shall be the basis for the computation of charges and replenishments. 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 charges to be collected from NPC.
- 3. 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.
- 4. PHLPOST shall provide Online tracking of status of delivery of parcels and mails and ensure availability of customer service personnel to reply to queries via the internet.
- 5. The PHLPOST shall return to the NPC-General Records Unit the physical copy of all unclaimed NPC mails in accordance with the published service delivery standards/schedule.

III. TERMS OF PAYMENT

- 1. NPC shall pay PHLPOST the total amount of THREE HUNDRED THOUSAND PESOS (Php300,000.00), inclusive of all applicable taxes, duties, fees, levies and other charges for the whole duration of this Agreement.
- 2. NPC shall comply to the requirements of PHLPOST in terms of payment of deposit maintaining an amount equivalent to at least two (2) months which will be subject for a monthly replenishment or upon receipt of summary of actual mailing expenses indicating the actual balance of the deposit. The payment of deposit shall also include all other mandatory charges that will be stated in accordance with the terms and conditions of the service provided for availment of their services reflected in the statement of account/billing statement.
- 3. Replenishment of deposit and issuance of Official Receipt shall be made directly to the Pasay CPO.

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LEGAL DEPARTMENT
PHILIPPINE POSTAL
CORPORATION

shall evaluate the billing statement 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.

IV. EFFECTIVITY AND DURATION OF THE AGREEMENT

This Agreement shall be effective for a period of **twelve (12) months** commencing from receipt of Notice to Proceed or until the exhaustion of the fund, whichever comes first.

V. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE

1. During the term of this Agreement, and even after its expiration or termination, all documents that will be received by **PHLPOST** from the **NPC** within the duration of this 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 *Republic Act 10173 or the Data Privacy Act of 2012 (RA 10173)* its *Implementing Rules and Regulations (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 standards under *RA 10173* 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.

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 Bill of Lading.
2. In case **PHLPOST** fails to satisfactorily pick-up and deliver **NPC** documents within the specified pick-up and 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 be effective unless in writing and signed by both **PARTIES**.

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LEGAL DEPARTMENT
PHILIPPINE POSTAL
CORPORATION

SEP 10 2024

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. Both **PARTIES** shall exert their best effort to amicably settle any dispute arising out of this Agreement. 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, s. 1973, in relation to E.O. 292, dated July 25, 1987, except disputes involving constitutional issues, public order, public policy, morals, principles of public exemplarity or other matters of public interest.

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. Its implementation shall be subject to R.A. No. 9184, its IRR, and relevant issuances.
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. No other statements pertaining to the postage and courier services herein provided, whether oral or written, express or implied, made by the **PARTIES** shall bind them. This Agreement shall supersede any prior expressions of intent, understanding, or agreement, with respect to the subject matter hereof.

In implementing the transactions covered in this Agreement and in dealing with each other, the **PARTIES** shall adhere to and be guided by the principles of fairness and equity at all times.

All notices pertaining to this Agreement shall be addressed to the **PARTIES** herein indicated and sent to their respective addresses as herein provided.

NOW THEREFORE, the parties have caused this instrument to be duly executed on the day,

PASSED AND REVIEWED
LEGAL DEPARTMENT
PHILIPPINE POSTAL
CORPORATION


SEP 10 2024

NATIONAL PRIVACY COMMISSION

PHILIPPINE POSTAL CORPORATION

by:

by:

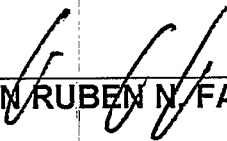

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner




MS. JOHANA CARLA T. GOMEZ
Accountant III



SIGNED IN THE PRESENCE OF:


MARLON RUBEN N. FABRICANTE



PASSED AND REVIEWED
LEGAL DEPARTMENT
PHILIPPINE POSTAL
CORPORATION





ACKNOWLEDGMENT

Republic of the Philippines)
City of **PASAY CITY**) S.S.

OCT 01 2024

BEFORE ME, Notary Public for and in the above jurisdiction, this ____ day of _____
2024, personally appeared:

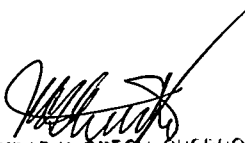
NAME	Competent Proof of Identity	Date/Place Issued
ATTY. JOHN HENRY D. NAGA		
		

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

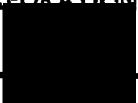
IN WITNESS WHEREOF, I hereunto affixed my signature and seal on the date and place first above mentioned.

Doc. No.: **260**
Page No.: **53**
Book No.: **7**
Series of 2024.

NOTARY PUBLIC

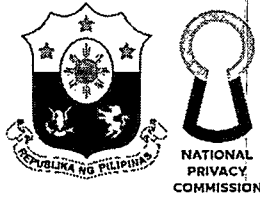

ATTY. CARIDAD H. GRECIA-CUERDO
Attorney's Roll No. 29926
Valid Until December 31, 2025
Notary Public for Pasay City
Ground Floor, Gran Amore Building,
No. 102 Muzana Street, Pasay City, Metro Manila
PTR No. 8456035 / Jan. 02, 2024 / Pasay City
IBP Lifetime Member No. 727416 / Jan. 10, 2008 / Pasay City
MCLE Exemption No. VIII-JRTC000300 / Apr. 14 2028

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LEGAL DEPARTMENT
PHILIPPINE POSTAL
CORPORATION



SEP 10 2024





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



NOTICE TO PROCEED

Date Issued: 02 OCT 2024

[REDACTED]
Manila Central Post Office Building
Magallanes Drive Liwasang Bonifacio
Barangay 659-A, Ermita, Manila Philippines

Dear [REDACTED]

Notice is hereby given to **PHILIPPINE POSTAL CORPORATION** for the commencement of the service relative to 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
Privacy Commissioner
Head of the Procuring Entity

I acknowledge receipt of this notice on 03 OCT 2024
Name of the authorized representative of the [REDACTED]
Signature of the authorized representative [REDACTED]