



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 114-2022, Series of 2022

**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 2022 Annual Procurement Plan (APP), which includes the procurement of Postage and Courier thru Philippine Postal Corporation under APP Item No. 2022-0015 with the Approved Budget for the Contract of P 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 undertakes infrastructure projects, and consulting services with another agency;

WHEREAS, the same RIRR and the GPPB Implementing Guidelines On Agency-to-Agency Agreements provide several 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 a Justification why the resort to Agency-to-Agency is more efficient and economical to the government herein attached as "Annex A",

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 from among the courier service providers;

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

WHEREAS, a Request for Quotation (RFQ) was sent to the PhilPost on 17 August 2022;

The original of this document (containing only the BAC member's signature) is in digital format

Ref No.: BAC-22-00588

NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307

URL: <https://www.privacy.gov.ph> Email Add: info@privacy.gov.ph Tel No. 8234-2228

WHEREAS, in response to said RFQ, the PhilPost, submitted the responsive quotation with a bid price of Php 150,000.00;

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 (P 150,000.00).

RESOLVED this 19th day of October 2022, via a combination of on-site and videoconference meeting.

ATTEST:



Digitally signed
by Milanes
Rainier Anthony
Mabias

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

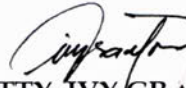


Digitally signed
by Mendoza Ma
Josefina Eusebio

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

On official business

JONATHAN RUDOLPH Y. RAGSAG
*Information Technology Officer II, DSTSD
BAC Member*



Digitally signed
by Ivy Grace T.
Villasoto

ATTY. IVY GRACE T. VILLASOTO
*Attorney V, PDD
BAC Vice Chairperson*



Digitally signed by
Patula Maria
Theresita Elnar

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

Approved:



ATTY. JOHN HENRY D. NAGA
*Privacy Commissioner
Head of the Procuring Entity*
Date: NOV 03 2022

The original of this document (containing only the BAC member's signature) is in digital format

Ref No.: BAC-22-00588

NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307

URL: <https://www.privacy.gov.ph> Email Add: info@privacy.gov.ph Tel No. 8234-2228



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

NOV 03 2022

MR. NORMAN N. FULGENCIO

Postmaster General and CEO

Philippine Postal Corporation

Manila Central Post Office

Magallanes Drive, Liwasang Bonifacio

Brgy. 659-A, Ermita 1000 Manila

Dear **MR. FULGENCIO**,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 114-2022 series of 2022, the contract for procurement of Postage and Courier thru Philippine Postal Corporation, amounting to One Hundred Fifty Thousand Pesos (P 150,000.00), VAT inclusive, is awarded to the Philippine Postal Corporation, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

ATTY. JOHN HENRY DU NAGA

Privacy Commissioner

Head of the Procuring Entity

Date: NOV 03 2022

Digitally signed
by Atty.
John Henry Du
Naga


Conforme:

MR. NORMAN N. FULGENCIO

Postmaster General and CEO

Philippine Postal Corporation

Date: NOV 10 2022

PHILIPPINE POSTAL CORPORATION
PASSED
LEGAL DEPARTMENT
REVIEWED

ATTY. ROBERT S. GARCIA
DATE: 21 NOV 2022

MEMORANDUM OF AGREEMENT

THE PUBLIC IS INFORMED:

This **MEMORANDUM OF AGREEMENT** is made and executed this **DEC 27 2022** day of _____, 2022 at Manila, Philippines, by and between:


The **NATIONAL PRIVACY COMMISSION**, a government agency duly organized in accordance with the laws of the Philippines, with principal office address at 5TH Floor Delegation Building, PICC Complex, Roxas Blvd., Pasay, Metro Manila, represented herein by **ATTY. JOHN HENRY D. NAGA**, in his official capacity as Privacy Commissioner, hereinafter referred to as "**NPC**" or the "**Commission**";

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 Postmaster General and Chief Executive Officer, **NORMAN N. FULGENCIO**, hereinafter referred to as "**PHLPOST**".

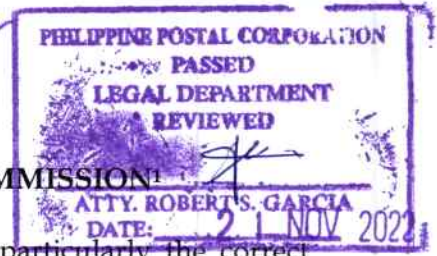
Both **NATIONAL PRIVACY COMMISSION** and **PHLPOST** shall hereinafter be collectively referred to as "**PARTIES**."

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 monitor and ensure 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 emails, 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:





I. OBLIGATIONS OF THE NATIONAL PRIVACY COMMISSION¹

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 amount payable is One Hundred Fifty Thousand Pesos (Php150,000.00) as stated in the Notice of Award dated NOV 03 2022.
3. NPC shall be required to deposit the amount that is equivalent to two (2) months average mailing expenses which will be subject for a monthly replenishment based on the summary of actual mailing expenses certified by the NPC Records Officer or the Chief, Administrative Services Division.
4. 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.

II. OBLIGATIONS OF PHLPOST

1. The PHLPOST shall undertake to pick-up and deliver NPC documents/printed materials to the addressee in accordance with the existing service delivery standards of the PHILPOST (see attached Annex B)
2. The PHLPOST shall comply with all security & safety/health regulations and requirements regarding pick-up and delivery of documents from NPC.
3. PHLPOST shall acknowledge the receipt of Statement of Mailing, attached as "Annex A", 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 Central Post Office, after receipt of the mails for posting, if any discrepancy arises as to the actual charges to be collected from NPC.
4. 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.
5. The PHLPOST shall have online tracking of status of delivery of parcels and mails and shall update the tracking information of mails of NPC.
6. The PHLPOST shall have priority in handling of documents and other printed materials from acceptance to delivery.

¹ Name of client. Please note that headings should not necessarily follow this format and were only placed by way of examples.

7. **PHLPOST** shall return to the NPC General Records Unit the physical copy of all unclaimed NPC mails in accordance with the existing service delivery standards of the **PHLPOST** (see attached Annex C).
8. 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.
9. **PHLPOST** shall make available customer service to reply to **NPC's** queries via internet.

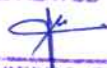
ATTY. ROBERT S. GARCIA
NOV 2022

III. 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.

IV. 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 Project.
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.

PHILIPPINE POSTAL CORPORATION
PASSED
LEGAL DEPARTMENT
REVIEWED

ATTY. ROBERT S. GARCIA
DATE: 21 NOV 2022

V. 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) calendar 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. When **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.

VI. 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. 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



PHILIPPINE POSTAL CORPORATION
PASSED
LEGAL DEPARTMENT
REVIEWED
DATE: 21 NOV 2022

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 Contract. In the event of conflict between the terms of this Contract and all relevant Annexes, the terms of this Contract.

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:
[Signature]
ATTY. JOHN HENRY D. NAGA
Privacy Commissioner

by:
[Signature]
NORMAN N. FULGENCIO
Postmaster General and Chief Executive Officer

SIGNED IN THE PRESENCE OF:

[Signature]
MARLON RUBEN N. FABRICANTE

[Signature]
OLIVIA M. VALDERAMA

CERTIFIED FUNDS AVAILABLE:
[Signature]
JENSEN JOY L. BALUCUD
Accountant III

NOTARIAL ACKNOWLEDGMENT

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

PHILIPPINE POSTAL CORPORATION
PASSED
LEGAL DEPARTMENT
REVIEWED
ATTY. ROBERT S. GARCIA
DATE: _____

BEFORE ME, Notary Public for and in the above jurisdiction, this 2022, personally appeared:

DEC 27 2022
1 NOV 2022



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

Robelio J. Bolivar
ATTY. ROBELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY

Commission No. Adm. Matter No. NP 204 (2021-2022)
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022
PTR O.R. No. 2463255D 1/03/2022 Roll No. 33832 / TIN# 129-871-009
VOTE EXTENSION APRIL 15, 2022 UP TO APRIL 14, 2023 AS PER S.C. EN BANC B.M. NO. 650
Address: 31-F Harvard St., Cubao, Q.C.

Doc. No.: 182
Page No.: 38
Book No.: LV
Series of 2022.

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Annex A

| POST OFFICE OF ENTRY: | | PHILIPPINE POSTAL CORPORATION | |
|---|-------------------------------------|--|--|
| 1000 Manila | | | |
| STATEMENT OF MAILINGS | | Reference # | |
| Company Name | National Privacy Commission | Service Provider/Letter Shopper | |
| Address | Delegation Bldg, PICC, Pasay City | Address | |
| Contact Person | Rolando Vergel De Dios | Contact Person | |
| Contact No. | 0955-4961463 | Contact No. | |
| e-mail Address | rolando.vergeldedios@privacy.gov.ph | e-mail Address | |
| PCA Permit No. | | Office of Entry | |
| Date Approved | | Payment Scheme | Cash <input type="checkbox"/> Discounted <input type="checkbox"/> |
| PRODUCT NAME | | Monthly Min. Volume of Mailings <small>(Please tick/check box)</small> | |
| JOB NO. | | <input type="checkbox"/> 5k - 20k | <input type="checkbox"/> 21k - 50k |
| File Name : | | <input type="checkbox"/> 110k - 150k | <input type="checkbox"/> 155k - 185k |
| Reference # : | | <input type="checkbox"/> 210k - 300k | <input type="checkbox"/> 186k - 200k |
| No. of Box : | | | <input type="checkbox"/> 51k - 100k <input type="checkbox"/> less than 5k <input type="checkbox"/> less than 100 |
| DETAILS OF MAIL PROCESSING | | | |
| <small>[To be fill-up by Clients]</small> | | <small>[To be fill-up by Teller]</small> | |

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| GRAND TOTAL: | |

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|--|---------------------------|---|--|
| Processed by: _____ | | Date Processed _____ | |
| <small>Teller Signature over Printed Name</small> | | | |
| Prepared by: _____ | Funds Availability: _____ | Approved By: _____ | |
| <small>Signature over Printed Name Client's Representative</small> | | <small>Signature over Printed Name Client's Accountant</small> | |
| <small>Signature over Printed Name Post Office - Receiving Clerk</small> | | <small>Certified Correct : Signature over Printed Name POSTMASTER</small> | |
| <small>To be accomplished by the PCA/DPS Holder/Client/SPS/or Authorized representative in three (3) copies</small> | | | |
| <small>Distribution: Orig. copy PPL Reg. Accountant (thru Postmaster/Designated Unit Chief, Post office Processing) Dup. copy Tripartite copy (POST OFFICE/PM)</small> | | | |
| <small>Note:</small> | | | |
| 1. This serve as your billing statement when signed by the Postmaster or Unit Chief Post office | | | |
| 2. Please make payments within (7) days if you are availing of the deferred Payment Scheme. | | | |
| 3. PLEASE FOLLOW THIS STANDARD FORMAT FORM FOR UNIFORMITY | | | |

Reference No.: _____

ANNEX B

Service Level Agreement For Domestic Mail Services

| DESTINATION | ORDINARY | REGISTERED /TRACKED MAIL/ PARCEL POST | EXPRESS (Committed Areas Only) | PARCEL |
|-----------------|------------------------|---------------------------------------|--------------------------------|------------------------|
| Within Locality | Within 3 working days | Within 5 working days | Within 2 working days | Within 3 working days |
| Intra-Regional | Within 7 working days | Within 8 working days | Within 4 working days | Within 7 working days |
| Inter-Regional | Within 10 working days | Within 15 working days | Within 5 working days | Within 15 working days |

Service standards may not be observed due to safety and security protocols implemented in this time of pandemic, force majeure or flight cancellations.

ANNEX C

| SERVICES | Regular | Premium | Electronic Tracking | Signature Required Upon Delivery | | | Proof of Delivery Physical/Digital | Number of Delivery Attempts | Retention Period | DELIVERY OPTION | |
|------------|---------|---------|---------------------|----------------------------------|--|--|------------------------------------|--|------------------|-----------------|-----------|
| | | | | | | | | | | DOOR TO DOOR | PICK - UP |
| Ordinary | Yes | No | No | No | | | No | 3 delivery attempts | 30 | Yes | Yes |
| Tracked | Yes | No | Yes | Yes | | | Digital | 2 Door to Door delivery attempts | 15 | Yes | Yes |
| Registered | Yes | No | Yes | Yes | | | Physical | 2 Door to Door delivery attempts 3rd attempt notice | 30 | Yes | Yes |
| EMS | No | Yes | Yes | Yes | | | Digital | 1 Door to Door delivery attempt | 7 | Yes | Yes |

Mandatory Standard Feature For Documents