



**MEMORANDUM OF AGREEMENT**  
 2023-AdmS5(001)-BI-NPAA011a-M002

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement is made and entered into and executed this 28 day of SEP 28 2023 2023, by and between:

The **DEPARTMENT OF EDUCATION**, a government entity mandated by law, particularly B.P. 232, otherwise known as the "Education Act of 1982", as amended by Republic Act No. 9155, otherwise known as the "Governance of Basic Education Act of 2001", with office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Human Resource and Organizational Development, **GLORIA JUMAMIL-MERCADO**, (hereinafter referred to as "**DEPED**");

- and -

The **PHILIPPINE POSTAL CORPORATION**, a government-owned and controlled corporation created and existing under Republic Act No. 7354, otherwise known as the Postal Service Act of 1992, with office address at 3<sup>rd</sup> Floor, Manila Central Post Office Building, Magallanes Drive, Liwasang Bonifacio, Barangay 659-A, Ermita, Manila, represented herein by its Acting Postmaster General and CEO, **LUIS D. CARLOS** (hereinafter referred to as "**PHLPOST**");

**DEPED** and **PHLPOST** shall be collectively called "**PARTIES**";

**WITNESSETH:**

**WHEREAS, DEPED**, through the Administrative Service-Records Division (ASRD), is in need of a service provider for the mailing services of DepEd Central Office (hereinafter referred to as "**PROJECT**");

**WHEREAS, PHLPOST** is the sole government entity mandated under the laws of the Philippines, among other responsibilities and functions, to provide for the collection, handling, transportation, delivery, forwarding, returning, and holding of mails, parcels, and like materials, throughout the Philippines, and, pursuant to agreement entered into, to and from foreign countries;

**WHEREAS, PHLPOST** signified its intention and capability to undertake the Project through a Certification dated 01 January 2023 which states among others that it has the mandate to render the services required for the **PROJECT**, that it has the absorptive capacity to undertake the **PROJECT**, that it owns or has access to all the necessary tools and equipment required for the **PROJECT**, and that it will not sub-contract the **PROJECT**;

**WHEREAS, Negotiated Procurement – Agency to Agency** is provided under Section 53.5 of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 also known as the Government Procurement Reform Act, for the procurement of goods and services from another agency of the Government of the Philippines (GOP), as an alternative mode of procurement;

*[Signature]*  
 PHLPOST's Witness

*[Signature]*  
**LUIS D. CARLOS**  
 PHLPOST

*[Signature]*  
 DEPED's Witness

*[Signature]*  
**GLORIA JUMAMIL-MERCADO**  
 DEPED

**WHEREAS**, the services of **PHLPOST** were procured by **DEPED** under Resolution to Award No. 2023-AdmS5(001)-BI-NPAA-011a dated 08 May 2023;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the **PARTIES** do hereby agree as follows:

**Section 1. Scope and Duration of Agreement**

- 1.1 This Agreement sets forth the terms and conditions in which the **PARTIES** undertake to perform their respective obligations for the **Procurement of Service Provider for the Mailing Services of DepEd Central Office**;
- 1.2 The duration of this Agreement shall be **12 months** upon receipt of Notice to Proceed (NTP), unless sooner terminated by any of the **PARTIES** in accordance with Section 11 hereof.

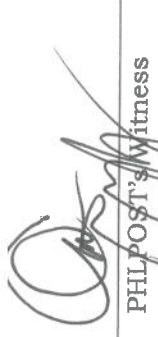
**Section 2. Statement of Consideration**

- 2.1 For and in consideration of the services rendered, **DEPED** shall pay **PHLPOST**, in accordance with Article 5 hereof, a total amount not exceeding **PHILIPPINE PESOS FIVE HUNDRED THOUSAND AND 00/100 (PHP500,000.00) ONLY**, inclusive of VAT.

**Section 3. Scope of Services**

- 3.1 The services contemplated in this Agreement shall be performed in accordance with the following scope and requirements:
  - 3.1.1 **PHLPOST** shall pick-up all mails, documents, and parcels of **DEPED** at AS-RD, DepEd Central Office from Monday to Friday at 2:00 p.m. to 3:30 p.m.
  - 3.1.2 **PHLPOST** shall deliver all mails, documents, and parcels of **DEPED** in the following provinces which are covered areas of delivery service:

- |                     |                     |                     |
|---------------------|---------------------|---------------------|
| 1. Abra             | 28. Davao del Norte | 55. Northern Samar  |
| 2. Agusan del Norte | 29. Davao del Sur   | 56. Nueva Ecija     |
| 3. Agusan del Sur   | 30. Dinagat Islands | 57. Nueva Vizcaya   |
| 4. Aklan            | 31. Eastern Samar   | 58. Palawan         |
| 5. Albay            | 32. Guimaras        | 59. Pampanga        |
| 6. Antique          | 33. Ifugao          | 60. Pangasinan      |
| 7. Apayao           | 34. Ilocos Norte    | 61. Quezon          |
| 8. Aurora           | 35. Ilocos Sur      | 62. Quirino         |
| 9. Basilan          | 36. Iloilo          | 63. Rizal           |
| 10. Bataan          | 37. Isabela         | 64. Romblon         |
| 11. Batanes         | 38. Kalinga         | 65. Samar (Western) |
| 12. Batangas        | 39. La Union        | 66. Sarangani       |
| 13. Benguet         | 40. Laguna          | 67. Siquijor        |
| 14. Biliran         | 41. Lanao del Norte | 68. Sorsogon        |
| 15. Bohol           | 42. Lanao del Sur   | 69. South Cotabato  |
| 16. Bukidnon        | 43. Leyte           | 70. Southern Leyte  |

  
PHLPOST's Witness

  
LUIS D. CARLOS  
PHLPOST

  
ROSE MARIE D. MOSCOSO  
DEPED's Witness

  
GLORIA SUMAMIL-MERCADO  
DEPED

- |                       |                        |                         |
|-----------------------|------------------------|-------------------------|
| 17. Bulacan           | 44. Maguindanao        | 71. Sultan Kudarat      |
| 18. Cagayan           | 45. Marinduque         | 72. Sulu                |
| 19. Camarines Norte   | 46. Masbate            | 73. Surigao del Norte   |
| 20. Camarines Sur     | 47. Metro Manila       | 74. Surigao del Sur     |
| 21. Camiguin          | 48. Mindoro Occidental | 75. Tarlac              |
| 22. Capiz             | 49. Mindoro Oriental   | 76. Tawi-Tawi           |
| 23. Catanduanes       | 50. Misamis Occidental | 77. Zambales            |
| 24. Cavite            | 51. Misamis Oriental   | 78. Zamboanga del Norte |
| 25. Cebu              | 52. Mountain Province  | 79. Zamboanga del Sur   |
| 26. Compostela Valley | 53. Negros Occidental  | 80. Zamboanga Sibugay   |
| 27. Cotabato          | 54. Negros Oriental    |                         |

3.1.3 **PHLPOST** shall deliver the mails, documents, and parcels within 24 hours or the next day upon pick-up of the same from **DEPED**.

3.1.4 **PHLPOST** shall handle mails, documents, and parcels in accordance with the following procedures:

3.1.4.1 Mail List Preparation

The DepEd Mailroom Staff will prepare and upload to **PHLPOST** website the list of parcels to be mailed two (2) hours prior to the scheduled pick-up. The DepEd Mailroom Staff will update the DocTrack Log reflecting the assigned tracking number and tracking site;

3.1.4.2 Packing and Labelling

The DepEd Mailroom Staff shall pack each document in an envelope, seal the same, and label it with **PHLPOST**-generated stickers;

3.1.4.3 Pick-up and Receipt

**PHLPOST** will collect the parcels in the DepEd Central Office based on the prescribed schedule. Each sealed envelope must be placed in a plastic pouch by **PHLPOST**. A report containing the list of parcels' tracking number, weight, destination province, and cost shall be submitted to DepEd Mailroom Staff. Both the DepEd Mailroom Staff and **PHLPOST** shall affix their signature on the report. Hereafter, **PHLPOST** will assume responsibility on the received DepEd documents;

3.1.4.4 Tracking Log Updating

**PHLPOST** must update the tracking information of the mails, documents, and parcels on their tracking site.

  
PHLPOST's Witness

  
LUIS D. CARLOS  
PHLPOST

  
ROSE MARIE D. MOSCOSO  
DEPED's Witness

  
GLORIA JUMAMIL-MERCADO  
DEPED

3.1.5 **PHLPOST** shall deliver all mails, documents, and parcels of **DEPED** using the fastest means of transportation at a very reasonable cost with the following delivery standard commitment:

Destination	Registered Mail	Express Mail
Within Locality	Within one (1) to two (2) working days	Within one (1) to two (2) working days (Within the committed areas only)
Intra-Regional Mails	Within five (5) working days	Within one (1) to two (2) working days
Inter-Regional Mails	Within seven (7) working days	Within three (3) working days

Note: Except for flight cancellations

3.1.6 **PHLPOST** shall report to **DEPED**, through the DepEd Mailroom Staff, all undelivered or unsendable mails, documents, and parcels, and immediately return the same. **PHLPOST** shall provide the reason for failure to deliver the mails, documents, and parcels.

3.1.7 **PHLPOST** shall assume accountability over the mails, documents, and parcels of **DEPED** in its possession and while in transit, and prevent the same from loss, pilferage, and damage.

3.1.8 **PHLPOST** shall fulfill other requirements, such as the following:

3.1.8.1 **PHLPOST** must cover at least 80% serviceable area, and shall submit the list of the same to **DEPED**.

3.1.8.2 **PHLPOST** shall indicate the name, address, and weight of the mails, documents, and parcels in the airway bill receipts of consignment note.

3.1.8.3 **PHLPOST** shall submit to **DEPED** a copy of the official receipt containing tracking number, printed name and signature of the recipient, and date and time of receipt within 15 calendar days after pick-up of mails, documents, and parcels.

3.1.8.4 **PHLPOST** shall issue or provide a certification, proof, or status report of delivery of the mails, documents, and parcels upon request of AS-RD.

3.1.8.5 **PHLPOST** shall use pigment-based ink for print permanence in writing the information on the proof of receipt and billing receipts.

3.1.8.6 **PHLPOST** shall provide a weighing scale which will be stationed at AS-RD, DepEd Central Office.

3.1.8.7 **PHLPOST** shall provide a hotline number, name of focal person, and/or website for immediate tracking of mails, documents, and parcels.

PHLPOST Witness

LUIS D. CARLOS  
PHLPOST

DEPED's Witness

ROSE MARIE D. MOSCOSO

GLORIA JUMAMIL-MERCADO  
DEPED

#### Section 4. Monitoring and Evaluation

- 4.1 **DEPED**, through the AS-RD, shall monitor the compliance of **PHLPOST** with its roles and responsibilities under this Agreement and the Terms of Reference, and oversee the overall implementation of the **PROJECT**.

#### Section 5. Payment

- 5.1 Payment for services of **PHLPOST** shall be made upon submission of monthly billing report to **DEPED**, subject to relevant budgeting, accounting and auditing rules and regulations. The Accounting Division of **DEPED** shall verify the submitted report based on the signed list of parcels received on a given schedule.

#### Section 6. Intellectual Property

- 6.1 All intellectual property rights on the contents of mails, documents, and parcels pursuant to this Agreement shall be owned by **DEPED**. **PHLPOST** shall not, in any manner and for any purpose, use the contents of the mails, documents, and parcels beyond what is expressly allowed for the purpose of accomplishing the terms under this Agreement.

#### Section 7. Data Privacy, Security and Non-Disclosure Clause

- 7.1 The **PARTIES** shall comply with the applicable provisions of Republic Act No. 10173 or the Data Privacy Act of 2012, its Implementing Rules and Regulations, and the issuances and circulars of the National Privacy Commission, as well as other applicable personal privacy and security laws and regulations ("Privacy Laws"). The **PARTIES** shall, at all times, implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal data that might be processed pursuant to this Agreement.
- 7.2 In the event that any personal data will be disclosed in relation to this Agreement, the party disclosing such personal data shall ensure that the required consents under the Privacy Laws have been obtained from the relevant data subjects. Each party hereby represents and warrants that it has obtained the required consents of its employees, personnel, contractors, agents, and representatives whose personal, sensitive and/or privileged information may be disclosed in connection with this Agreement.

#### Section 8. Confidentiality

- 8.1 The **PARTIES** shall not, during the term of this Agreement and even after its expiration, disclose any proprietary or confidential information relating to the agreed terms, or the organization and operations of the **PARTIES** without prior consent of the **DEPED**.

PHLPOST's Witness

PHLPOST

DEPED's Witness

DEPED

8.2 **PHLPOST** shall not use, make copy, record, or duplicate any material or document acquired in the course of this Agreement without the prior written consent of **DEPED**, unless otherwise provided by law.

**Section 9. Amendments**

9.1 Any change, modification or amendment of this Agreement shall be made in writing and signed by the duly authorized representatives of the **PARTIES**, subject to the requirement for contract amendment under RA 9184 and its 2016 Revised Implementing Rules and Regulations.

**Section 10. Miscellaneous Provisions**

10.1 If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect;

10.2 It is further stipulated and expressly understood that existing laws, guidelines, and rules and regulations shall be deemed to form part of this Agreement.

**Section 11. Termination and Breach of Security**

11.1 This Agreement may be terminated by a party upon 30 days written notice due to the other party's non-performance of its roles and responsibilities and/or non-compliance with the provisions of this Agreement.

11.2 The **PARTIES** may mutually and automatically terminate this Agreement upon completion of all responsibilities as stated herein unless otherwise amended.

**Section 12. Liquidated Damages**

12.1 **PHLPOST** shall be liable for the damages for failure and/or delay in its performance of the services required within the period specified in this Agreement. **DEPED** shall deduct from the contract price as liquidated damages one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until such services are finally performed. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the contract price, **DEPED** may terminate this Agreement without prejudice to other courses of action and remedies open to it.

**Section 13. Settlement of Disputes**

13.1 The **PARTIES** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as, but not limited to, mutual consultation and negotiation. However, in the event that the **PARTIES** fail to settle the dispute amicably, and before any party may proceed to litigate in court, the **PARTIES** shall first resort to an Early Neutral Evaluation in accordance with the Rules on Alternative Dispute Resolution (ADR) under R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004."

  
PHLPOST's Witness

  
LUIS D. CARLOS  
PHLPOST

  
DEPED's Witness

  
GLORIA SUMAMIL-MERCADO  
DEPED

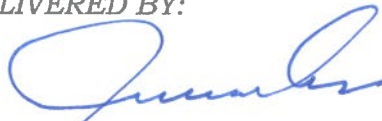
**Section 14. Effectivity**

14.1 This Memorandum of Agreement shall take effect upon signing hereof and shall remain in full force and effect until completion of the **PROJECT**, unless earlier terminated pursuant to the provisions of this Agreement or extended by the **PARTIES**.

**IN WITNESS WHEREOF**, the **PARTIES** to this Agreement have hereunto affixed their signatures on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

  
**GLORIA JUMAMIL-MERCADO**  
Undersecretary for Human Resources  
and Organizational Development  
DEPED

  
**LUIS D. CARLOS**  
Acting Postmaster General and CEO  
PHLPOST

SIGNED IN THE PRESENCE OF:

  
ROSE MARIE D. MOSCOSO

DEPED's Witness

  
PHLPOST's Witness

CERTIFIED FUNDS AVAILABLE: ₱500,000

  
**MA. RHUNNA L. CATALAN**

Chief Accountant  
9/26

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_PASIG CITY\_\_\_\_\_, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_PASIG CITY\_\_\_\_\_,  
Philippines, this \_\_\_\_\_ day of SEP 28 2023, 2023 personally appeared:

<b>NAME</b>	<b>GOVERNMENT ISSUED ID</b> <i>(Number, Issued On, Issued By)</i>
<b>GLORIA JUMAMIL-MERCADO</b> Undersecretary DEPED	P6519758A, 22 March 2018 DFA Manila


Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of seven (7) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC

Doc. No. 361;  
Page No. 74;  
Book No. I;  
Series of 2023.

  
**ATTY. SHERWIN Q. AGBON**  
Notary Public - Pasig City  
Notarial Commission No. 162 (2022-2023)  
Valid Until 12/31/2023  
Roll of Attorney's No. 76426, Signed 2022  
IBP No. 304278, 1/24/2023, Pasig City  
PTR No. 0284535, 1/31/2023, Pasig City  
MCLE Compliance valid until 4/14/2025

Y J.



REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for PASIG CITY,  
Philippines, this \_\_\_\_ day of SEP 28 2023 2023 personally appeared:

  
**NAME**

**LUIS D. CARLOS**

Acting Postmaster General and CEO  
PHLPOST

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)


Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of seven (7) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC

Doc. No. 362 ;  
Page No. 74 ;  
Book No. I ;  
Series of 2023.

  
**ATTY. SHERWIN Q. AGBON**  
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MCLE Compliance valid until 4/14/2025

As: