



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

DepEd Complex, Meralco Avenue, Pasig City  
Trunk Line (02) 632-13-61, Website <http://www.deped.gov.ph>



**PROJECT: PROCUREMENT OF SERVICE PROVIDER FOR THE MAILING SERVICES OF DEPED CENTRAL OFFICE**

**CONTRACT NO.: 2021-AdmS6(001)-BI-NPAA-O67- M004**

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement is made and entered into and executed this 19 day of **APR 19 2022** 2022, by and between:

The **DEPARTMENT OF EDUCATION (DEPED)**, a government agency of the Republic of the Philippines with office address at DEPED Complex, Meralco Avenue, Pasig City, Metro Manila, represented herein by its Director of Administrative Service, **ROBERT M. AGUSTIN**;

- and -

The **PHILIPPINE POSTAL CORPORATION (POST OFFICE)**, 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 Manila Central Post Office Building, Magallanes Drive, Liwasang Bonifacio, Barangay 659-A, Ermita, Manila, represented herein by its Postmaster General and CEO, **NORMAN N. FULGENCIO**;

DEPED and POST OFFICE shall be collectively called "**Parties**";

**WITNESSETH:**

**WHEREAS**, the **DEPED**, through the Administrative Service-Records Division (AS-RD), is in need of a service provider for the mailing services of DepEd Central Office ("**Project**" hereafter);

**WHEREAS**, the **POST OFFICE** 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**, the **POST OFFICE** signified its intention and capability to undertake the Project through a Certification dated 17 November 2021 which states among others that it has the mandate to render the services required for this Project, that it has the absorptive capacity to undertake the Project, that it owns or has access

**GIBERTICO JAVIER**  
AREA DIRECTOR, MEGA MANILA

**NORMAN N. FULGENCIO**  
POST OFFICE

**ALMA D. APANAY**  
DEPED's Witness

**ROBERT M. AGUSTIN**  
DEPED

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 IRR of RA 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;

**WHEREAS**, the services of **POST OFFICE** were procured by **DEPED** under Resolution to Award No. 2021-AdmS6(001)-BI-NPAA-067 dated 10 December 2021;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the **Parties** do hereby agree to the abovementioned proposal and contract as follows:

Article 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 **six (6) months** from the date of receipt of Notice to Proceed (NTP), unless sooner terminated by any of the parties in accordance with Article 11 hereof.

Article 2  
**Statement of Consideration**

- 2.1 For and in consideration of the services rendered, **DEPED** shall pay the corresponding amount in accordance with Article 5 hereof, and which total amount shall not exceed **Philippine Pesos Five Hundred Thousand and 00/100 (PhP500,000.00)**, inclusive of VAT.

Article 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.i The **POST OFFICE** 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. Negros Oriental
2. Agusan del Norte	29. Davao del Sur	56. Northern Samar
3. Agusan del Sur	30. Dinagat Islands	57. Nueva Ecija

  
**GILBERT B. JAVIER**  
AREA DIRECTOR, MEGA MANILA

  
**NORMAN N. FULGENCIO**  
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DEPED

**GILBERT B. JAVIER**  
 AREA DIRECTOR - MEGA MANILA

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 DEPED

4. Aklan	31. Eastern Samar	58. Nueva Vizcaya
5. Albay	32. Easter Samar	59. Palawan
6. Antique	33. Guimaras	60. Pampanga
7. Apayao	34. Ifugao	61. Pangasinan
8. Aurora	35. Ilocos Norte	62. Quezon
9. Basilan	36. Ilocos Sur	63. Quirino
10. Bataan	37. Iloilo	64. Rizal
11. Batanes	38. Isabela	65. Romblon
12. Batanagas	39. Kalinga	66. Samar (Western)
13. Benguet	40. La Union	67. Sarangani
14. Biliran	41. Laguna	68. Siquijor
15. Bohol	42. Lanao del Norte	69. Sorsogon
16. Bukidnon	43. Lanao del Sur	70. South Cotabato
17. Bulacan	44. Leyte	71. Southern Leyte
18. Cagayan	45. Maguindanao	72. Sultan Kudarat
19. Camarines Norte	46. Marinduque	73. Sulu
20. Camarines Sur	47. Masbate	74. Surigao del Norte
21. Camiguin	48. Metro Manila	75. Surigao del Sur
22. Capiz	49. Mindoro Occidental	76. Tarlac
23. Catanduanes	50. Mindoro Oriental	77. Tawi-Tawi
24. Cavite	51. Misamis Occidental	78. Zambales
25. Cebu	52. Misamis Oriental	79. Zamboanga del Norte
26. Compostela Valley	53. Mountain Province	80. Zamboanga del Sur
27. Cotabato	54. Negros Occidental	81. Zambuanaga Sibugay

- 3.1.ii The **POST OFFICE** shall pick-up mails during Mondays to Fridays at 2:00 PM to 4:00 PM.
- 3.1.iii The **POST OFFICE** shall handle mails in accordance with the following procedures:
- a) Mail List Preparation. The DepEd Mailroom Staff will prepare and upload to the Post Office website the list of parcels to be mailed two hours prior to the scheduled pick-up. The DepEd Mailroom Staff will update the DocTrack Log reflecting the assigned tracking number and tracking site.
  - b) Packing and Labelling. The DepEd Mailroom Staff will pack each document in an envelope, seal and label it with the Post Office generated stickers.
  - c) Pick-up and Receipt. The Post Office 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 Post Office. 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 Courier will affix their signature on the report. Hereafter, the Post Office will assume responsibility on the received DepEd documents.

d) Tracking Log Updating. The Post Office must update the tracking information of the parcels in their tracking site.

3.1.iv The **POST OFFICE** 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:

Products and Services	Delivery Standard Commitment within Metro Manila	Delivery Standard Commitment outside of Metro Manila	Delivery Standard Commitment outside the City and Remote Areas
Express Mail	Next working day*	Next working day*	RTS-should be returned on the 5 <sup>th</sup> day after the 1 <sup>st</sup> attempt
Registered Mail	2 to 3 working days	3 to 5 working days	10 to 15 working days 15 to 30 working days (for Towns or Municipalities without POs)

\*On Express Committed Areas

3.1.v The **POST OFFICE** shall notify in writing the DepEd Mailroom Staff of the unsendable parcels within a reasonable period of time. The Post Office shall not incur any liability arising from any possible delay in the delivery of the parcels labelled as "unsendable", provided that Post Office shall exhaust its efforts to deliver up to two (2) attempts and shall notify DEPED in case of non-delivery and the reason thereof.


#### Article 4

#### Monitoring and Evaluation

4.1 The **DEPED**, through the Administrative Service-Records Division (AS-RD), shall monitor the compliance of **POST OFFICE** with its roles and responsibilities under this Agreement and the Terms of Reference, and oversee the overall implementation of the Project.

#### Article 5 Payment

  
**GILBERT B. JAVIER**  
 AREA DIRECTOR - MEGA MANILA

  
**NORMAN N. FULGENCIO**  
 POST OFFICE

  
**ALMA D. APAMAY**  
 DEPED's Witness

  
**ROBERT M. AGUSTIN**  
 DEPED



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

Article 6  
**Intellectual Property**

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

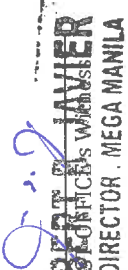
Article 7  
**Data Privacy, Security and Non-Disclosure Clause**

- 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.

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

  
**GILBERT JAVIER**  
AREA DIRECTOR - MEGA MANILA

  
**NORMAN FULGENCIO**  
POST OFFICE

  
**ALMA D. APAMAY**  
DEPED's Witness

  
**ROBERT M. AGUSTIN**  
DEPED

Article 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 R.A. 9184 and its Implementing Rules and Regulations.

Article 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.

Article 11  
**Termination and Breach of Security**

- 11.1 This Agreement may be terminated by a party upon thirty (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.

Article 12  
**Liquidated Damages**

- 12.1 The **POST OFFICE** shall be liable for the damages for failure and/or delay in its performance of the services within the period specified in this Agreement. **DEPED** shall deduct from the contract price as liquidated damages, not by way of penalty, 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.

Article 13  
**Settlement of Disputes**

- 13.1 The **Parties** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of this Agreement. Should such dispute

  
GILBERT A. JAVIER  
POST OFFICE'S WITNESS  
AREA DIRECTOR - MEGA MANILA

  
NORMAN N. FULGENCIO  
POST OFFICE

  
ALMA D. APANTAY  
DEPED's Witness

  
ROBERT M. AGUSTIN  
DEPED


not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

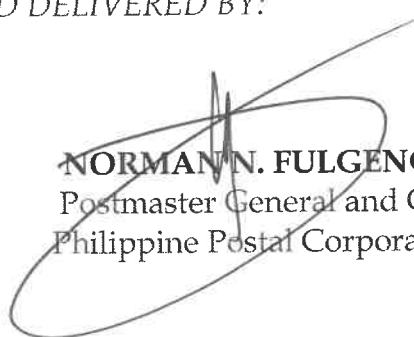
**Article 14**  
**Effectivity**

- 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:*

  
**ROBERT M. AGUSTIN**  
Director, Administrative Service  
Department of Education

  
**NORMAN N. FULGENCIO**  
Postmaster General and CEO  
Philippine Postal Corporation

*SIGNED IN THE PRESENCE OF:*

  
**ALMA D. APAYA**

DEPED's Witness

  
**GILBERT B. JAVIER**

AREA DIRECTOR, MEGAVANILLA  
POST OFFICE

CERTIFIED FUNDS AVAILABLE: ₱ 200,000

  
**MA. RHUNNA L. CATALAN**

Chief Accountant

REPUBLIC OF THE PHILIPPINES )  
MANILA METRO MANILA ) S.S

**ACKNOWLEDGMENT**

BEFORE ME **APR 19 2022** Public in and for \_\_\_\_\_, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_ 2022 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

**ROBERT M. AGUSTIN**  
Department of Education

**NORMAN N. FULGENCIO**  
Philippine Postal Corporation

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a Memorandum of Agreement consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. 104  
Page No. 21  
Book No. 11  
Series of 2022.

**NOTARY PUBLIC**

**ATTY. MANUEL ABUYO RODRIGUEZ II**  
NOTARY PUBLIC - UNTIL 12/31/2022  
NOTARIAL COMMISSION NO. 2021-057  
2ND Floor Midland Plaza Hotel, Adriatico St. Ermita, Mla.  
IBP No. 168563 - 12/17/2021 for 2022 / Pasig City  
PTR No. 0097533 - 01/03/2022 at Manila  
ROLL NO. 68732 / MCLE NO. VI-0015001