



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

**AUG 07 2023**

**LUIS D. CARLOS**

Postmaster General and CEO  
Philippine Postal Corporation  
3<sup>rd</sup> Floor Main Office Building  
Liwasang Bonifacio, Manila City

Dear **Postmaster General Carlos**:

We are pleased to inform you that the contract for the Project, "Postage," in the amount of Seven Hundred Fifty Thousand Pesos (P750,000.00), is hereby awarded to the Philippine Postal Corporation.

Thank you and God Bless.

Very truly yours,

**AMENA F. PANGANDAMAN**  
*Secretary*

Received by:  
Jeffrey [Signature]  
8/8/2023



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

**AUG 07 2023**

**LUIS D. CARLOS**

Postmaster General and CEO  
Philippine Postal Corporation  
3<sup>rd</sup> Floor Main Office Building  
Liwasang Bonifacio, Manila City

Dear **Postmaster General Carlos:**

This is to inform your agency that the performance of the obligations specified in the attached Memorandum of Agreement for the Project, "Postage," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (the Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,

  
**AMENAH F. PANGANDAMAN**  
*Secretary*

**AUG 08 2023**

I acknowledge receipt and acceptance of this Notice on \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_  
**LUIS D. CARLOS**  
Postmaster General and CEO

Signature: \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this AUG 07 2023 2023  
by and between the following:

The **DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency duly organized and existing under the laws of the Republic of the Philippines with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, AMENAH F. PANGANDAMAN**, hereinafter called the "**DBM**";

-and-

The **PHILIPPINE POSTAL CORPORATION**, a government agency duly organized and existing under the laws of the Republic of the Philippines with office address at Manila Central Post Office Building, Magallanes Drive, Liwasang Bonifacio, Ermita, Manila, represented by its **POSTMASTER GENERAL AND CEO, LUIS D. CARLOS**, hereinafter called the "**PHLPOST**";

Collectively, the "**Parties**";

### WITNESSETH:

**WHEREAS**, the DBM, particularly its Administrative Service (AS), determined the need to procure mailing services for the DBM to deliver particular documents in locations outside the delivery areas of the current courier service provider;

**WHEREAS**, the FY 2022 Annual Procurement Plan of the DBM includes the Project, "Postage," with an Approved Budget for the Contract of P750,000.00;

**WHEREAS**, Sections V(D)(5)(a) and (b) of the Annex "H" of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184<sup>1</sup> re Consolidated Guidelines for the Alternative Methods of Procurement (Guidelines) provide, in part, the definition of Agency-to-Agency as the "[p]rocurement from another agency of the government (i.e., Servicing Agency) that has the mandate to deliver goods or services or to undertake infrastructure projects or consultancy services as required by the Procuring Entity", and the rule that it is the general policy of government to purchase its requirements from the private sector. However, it acknowledges that, in some exceptional cases, procurement from another agency of the government is more efficient and economical for the government, subject to the following conditions, among others: (i) The Procuring Entity shall justify that entering into an Agency-to-Agency Agreement with the Servicing Agency is more efficient and economical to the government; (ii) Servicing Agency has the mandate to deliver the goods and services required to be procured or to undertake the infrastructure project or consultancy required by the Procuring Agency; (iii) Servicing Agency has the absorptive capacity to undertake the project; (iv) Servicing Agency owns or has access to the necessary tools and equipment required for the project; (v) Sub-contracting is not allowed;

**WHEREAS**, Section 5, Article II on the Creation, Powers and Responsibilities of the PHLPOST, of Republic Act No. 7354,<sup>2</sup> states that "[t]he Corporation shall have the following functions and responsibilities: (a) **to provide for the collection, handling, transportation, delivery, forwarding, returning and holding of mails, parcels, and like materials, throughout the Philippines, and, pursuant to agreements entered into, to and from foreign countries;** (b) to determine and dispose of, in a manner it deems most advantageous, with law and settled jurisprudence, confiscated or non-mailable mail matters, prohibited articles, dead letters and undelivered mails, except the sale of prohibited drugs, dangerous materials, and other banned articles as defined by law; (c) to plan, develop, promote, and operate a nationwide postal system with a network that extends or makes available, at least ordinary mail service, to any settlements in the country";

**WHEREAS**, pursuant to item (ii) of Section V(D)(5)(c) of the Guidelines and to determine that the resort to Agency-to-Agency Agreement with the PHLPOST is more efficient and economical to the government, per letter dated January 17, 2023, the DBM-BAC requested for a Certification from the PHLPOST that covers the following conditions:

1. That the agency has the mandate to deliver the postage services required to be procured by the DBM;
2. That the agency has the absorptive capacity to undertake the project;
3. That the agency owns or has access to the necessary tools and equipment required for the project; and
4. That sub-contracting is not allowed for the project.

<sup>1</sup> Government Procurement Reform Act

<sup>2</sup> Republic Act No. 7354 – An Act Creating the Philippine Postal Corporation, Defining its Powers, Functions and Responsibilities, Providing for Regulation of the Industry and for Other Purposes Connected Therewith

**WHEREAS**, PHLPOST submitted the required Certification on January 26, 2023, issued by former Postmaster General Norman N. Fulgencio, covering the above conditions;

**WHEREAS**, after careful assessment of the submitted documents and as recommended by the AS, as the end-user unit, the DBM-BAC has verified that the resort to Agency-to-Agency with the PHLPOST as the Servicing Agency, pursuant to Section 53.5 of the 2016 Revised IRR of RA No. 9184, is more efficient and economical for the DBM, in accordance with item (i) of Section V(D)(5)(c) of the Guidelines;

**WHEREAS**, item 6 (d) of the Implementing Guidelines on Agency-to-Agency Agreements, issued by the Government Procurement Policy Board (GPPB) through Resolution No. 018-2007 dated May 31, 2007, provides that the use of Agency-to-Agency Agreement shall be subject to the prior approval of the Secretary, as the Head of the Procuring Entity (HoPE), upon recommendation of the BAC;

**WHEREAS**, items (iii) and (iv) of Section V(D)(5)(c) of the Guidelines provide that based on the assessment and recommendation of the end-user unit, the BAC shall issue a Resolution recommending the use of Agency-to-Agency Agreement to the Head of the Procuring Entity (HoPE); and in case of approval, the HoPE shall enter into a Memorandum of Agreement (MOA) with the Servicing Agency (i.e., PHLPost);

**WHEREAS**, in accordance with Section V.D.5(c) (iii) of Annex "H" of the 2016 Revised IRR of RA No. 9184, the DBM-BAC, through Resolution No. 2023-01, recommended to the Secretary of the DBM as the HoPE, that the contract for the Project, "Postage," in the amount of Seven Hundred Fifty Thousand Pesos (P750,000.00) be awarded to PHLPOST through an Agency-to-Agency Agreement, pursuant to Section 53.5 of the same IRR of RA No. 9184;

**WHEREAS**, the aforesaid recommendation of the DBM-BAC was subsequently approved by the Secretary of the DBM as the HoPE;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements, the Parties have agreed, as they do hereby agree, and bind themselves as follows:

1. The following documents shall form and be read and construed as part of this Memorandum of Agreement (MOA):

- Annex A – Technical Specifications
- B – Schedule of Requirements
- C – Submitted Certification
- D – Notice of Award

2. In consideration of the payments to be made by the DBM pursuant to this MOA, PHLPOST hereby covenants with the DBM to provide mailing services for the DBM to deliver particular documents in locations outside the delivery

areas of the current courier service provider in accordance with the following Technical Specifications specified in Annex A.

3. Further, PHLPOST warrants the following:
  - i. that PHLPOST, as the Servicing Agency, has the mandate to deliver the services required by the DBM;
  - ii. that PHLPOST owns or has access to the necessary tools and equipment to exercise and fulfill its mandate;
  - iii. that PHLPOST has the absorptive capacity to undertake the project; and
  - iv. that PHLPOST will not subcontract the project.
4. The DBM hereby covenants to pay PHLPOST, upon satisfactory completion of the project, the amount of Seven Hundred Fifty Thousand Pesos (P750,000.00).
5. The period for the performance of the obligations under this MOA shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. The Parties agree that this MOA, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the Parties are included in this MOA, including the attached Annexes, except as set forth herein.
7. Confidentiality. The Parties are required to maintain the confidentiality of information which shall pertain to those which: (i) are by its nature confidential; (ii) are designated by the Parties as such; and (iii) they know or ought reasonably to know are confidential. Disclosure of any confidential information may only be made upon consent of the party to whom the confidential information belong or pertain to.
8. Governing Law. This MOA shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any action brought to enforce or interpret this MOA shall be brought to the courts of the City of Manila to the exclusion of all other courts.
9. Good Faith. The Parties undertake to act in good faith with respect to each other's rights under this MOA and to adopt all reasonable measures to ensure the realization of the objectives of this MOA.
10. Anti-Graft and Corruption Clause. "Each party hereby undertakes that, at the date of entering into force of this Agreement, itself, its Directors, officers, or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind in any way connected with the Agreement and that has taken reasonable

measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.”

11. Arbitration. Any dispute or controversy of any kind whatsoever between the herein parties which may arise out of or in connection with this MOA <sup>MOA</sup>, shall first be settled amicably within fifteen (15) days from the date the dispute became known to both parties. However, if the dispute cannot be settled amicably within the fifteen (15) day-period, the dispute shall be settled in accordance with R.A. 92858, otherwise known as the Alternative Dispute Resolution Law of 2004. The venue of arbitration shall be in City of Manila or such other venues as may be agreed upon by the parties. Any dispute arising out of, or in connection with this MOA <sup>MOA</sup>, wherein a case was filed in court without first going to arbitration as herein defined, shall the dismissal of the case already filed.

12. Venue. In case of any dispute arising in connection with this MOA <sup>MOA</sup>, the parties hereby agree that the venue for the settlement of the dispute shall fall within the jurisdiction of the proper courts of City of Manila.

~~IN WITNESS WHEREOF~~, the Parties hereto have signed this MOA on this <sup>AUG 07 2023</sup> day of \_\_\_\_\_ 2023 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET AND  
MANAGEMENT**

**PHILIPPINE POSTAL  
CORPORATION**


By:


By:

  
**AMENA F. PANGANDAMAN**  
Secretary

  
**LUIS D. CARLOS**  
Postmaster General

**SIGNED IN THE PRESENCE OF:**

  
**RAMON VICENTE B. ASUNCION**  
Director IV  
Administrative Service

  
**OLIVIA M. VALDERAMA**  
Area Director  
Area III Mega Manila

**ACKNOWLEDGMENT**

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

**BEFORE ME**, a Notary Public for and in the City of **MANILA** Philippines on this  
\_\_\_ day of **AUG 07 2023** 2023, personally appeared the following:

<b>NAME</b>	<b>VALID ID</b>	<b>VALID UNTIL</b>
<b>AMENAH F. PANGANDAMAN</b>	DBM ID No. 4136	
<b>LUIS D. CARLOS</b> _____	_____	



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

This MOA for the Postage was signed by the Parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of AUG 07 2023, 2023.

Doc. No 87 ;  
Page No 17 ;  
Book No CX0114  
Series of 2023.

**ATTY. GARY CAMITAN AURE**  
NOTARY PUBLIC, ROLL NO. 60777  
PTR No. 0861143 Issued on Jan. 3, 2023 until Dec. 31, 2023 Manila  
JBP Lifetime No. 14596 Issued on Feb. 2, 2016  
Commission No. 2023-018 Issued on Nov. 18, 2022 Effective Jan. 1, 2023 Until Dec. 31, 2024 Manila  
MCLF No. VII-0001648 Issued on Nov. 20, 2019 Valid Until April 14, 2025 Pasig City  
Office Address: L2F1 Upper Ground Floor, Burgundy Transpacific Place,  
2444 A. Taft Avenue, Malate, Manila 1004