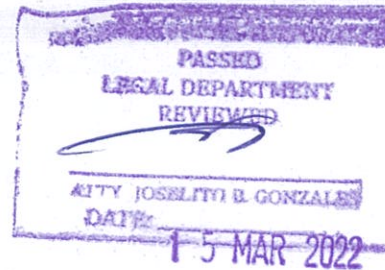


MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this 19 APR 2022 2022
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 **OFFICER-IN-CHARGE, TINA ROSE MARIE L. CANDIA**, 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 5th Floor, Manila Central Post Office Building, Liwasang Bonifacio, Manila City, represented by its **AREA DIRECTOR, GILBERT B. JAVIER**, 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 Indicative Annual Procurement Plan of the DBM includes the Project, "Postage," with an Approved Budget for the Contract of P1,200,000.00;

WHEREAS, for the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the DBM, through the Bids and Awards Committee (BAC) pursued the Project Postage in reference to the proposed budget under the FY 2022 National Expenditure Program;

PASSED
LEGAL DEPARTMENT
REVIEWED
GONZALES
MAR 2022

WHEREAS, Sections V(D)(5)(a) and (b) of the Annex "H" of the 2016 Revised IRR of RA No. 9184¹ 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. 7354,² 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 November 29, 2021, 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;

¹ Government Procurement Reform Act

² 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

PASSED
GENERAL DEPARTMENT
REVIEWED

B. GONZALES

15 MAR 2022

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.

WHEREAS, PHLPOST submitted the required Certification dated December 3, 2021 issued by Postmaster General and CEO Mr. Norman N. Fulgencio;

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. 2021-71, recommended to the Officer-in-Charge of the DBM as the HoPE, that the contract for the Project, "Postage," in the amount of One Million Two Hundred Thousand Pesos (P1,200,000.00) 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 Officer-in-Charge 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:

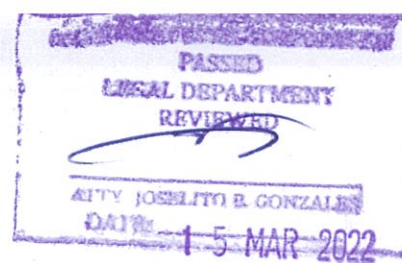
1. The following documents shall form and be read and construed as part of this Memorandum of Agreement (MOA):

- Annex A – Technical Specifications
- B – Schedule of Requirements

a
Mr

↑

ji



- 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 quantities are indicative numbers only. The DBM's AS-Central Records Division (CRD) may adjust the required quantities, and in such case, the resulting change in the total cost shall not exceed the Contract Price of One Million Two Hundred Pesos (P1,200,000.00).
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 belongs or pertains 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.

PASSED
LEGAL DEPARTMENT
REMITTED
JOSELYN E. GONZALES
15 MAR 2022

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.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA on this 19 day of April 2022 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET AND MANAGEMENT

By:


TINA ROSE MARIE L. CANDIA
Officer-in-Charge




PHILIPPINE POSTAL CORPORATION

By:


GILBERT B. JAVIER
Area Director

SIGNED IN THE PRESENCE OF:


ANDREA CELENE M. MAGTALAS
Director IV
Administrative Service


MARILYN O. ALCOY
Manager, Support Service Department
Mega Manila

ROYAL POST OFFICE
PASSED
LEGAL DEPARTMENT
REVIEWED
NOTARY JOSE LITO B. GONZALEZ
DATE: 15 MAR 2022

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this
____ day of 19 APR 2022 2022, personally appeared the following:


NAME	VALID ID	VALID UNTIL
TINA ROSE MARIE L. CANDIA	DBM ID No.	
GILBERT B. JAVIER	UMID CRN No. <u>066-0007, 6559-8</u>	<u>NOVEMBER 2027</u>

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 19 APR 2022, 2022.

Doc. No 88 ;
Page No 19 ;
Book No 1 ;
Series of 2022.



RYAN S. LITA
NOTARY PUBLIC-MANILA
COMMISSION SERIAL NO. 21-063
UNTIL DECEMBER 31, 20 21
ROLL NO. 54126. IBP ID NO. 178429
MCLE NO. VII - 0003368
PTR NO. 0173138
LEGAL SERVICE. DBM
GEN. SOLANO ST., SAN MIGUEL
MANILA





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

JAN 07 2022

NOTICE OF AWARD

DIRECTOR GILBERT B. JAVIER

Area Director, Mega Manila Area
Philippine Postal Corporation
5th Floor, Manila Central Post Office Building
Liwasang Bonifacio, Manila City

Dear **Director Javier:**


We are pleased to inform you that the contract for the Project, "Postage," in the amount of One Million Two Hundred Pesos (P1,200,000.00), is hereby awarded to the Philippine Postal Corporation.

Thank you and God Bless.

Very truly yours,


TINA ROSE MARIE L. CANDA
Undersecretary and Officer-in-Charge




ROSENDO B. MANAL
1/13/2022



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

NOTICE TO PROCEED

16 FEB 2022

DIRECTOR GILBERT B. JAVIER

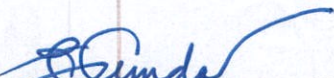
Area Director, Mega Manila Area
Philippine Postal Corporation
5th Floor, Manila Central Post Office Building
Liwasang Bonifacio, Manila City

Dear **Director Javier:**

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,


TINA ROSE MARIE L. CANDIA
Undersecretary and Officer-in-Charge



I acknowledge receipt and acceptance of this Notice on APRIL 29, 2022.

Name of Authorized Representative: GILBERT B. JAVIER

Signature: 