


**MEMORANDUM OF AGREEMENT
OF COURIER SERVICES FOR OFFICIAL MAILED DELIVERY
FOR LOCAL AND OVERSEAS DESTINATION**

PASSES
DEPARTMENT
REVIEWED

ATTY. JOSE L. B. GONZALEZ
04 MAR 2022

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

The **OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA)**, an attached agency of the Department of Labor and Employment, instituted by Republic Act 10801 otherwise known as "An Act Governing The Operations and Administration Of The Overseas Workers Welfare Administration" with principal office address at the OWWA Center Building, 7th St. corner F.B. Harrison St., Pasay City, represented by **ATTY. HANS LEO J. CACDAC**, OWWA Administrator, hereinafter referred to as "OWWA";

and

The **PHILIPPINE POSTAL CORPORATION**, a government-owned and controlled corporation operating by virtue of Republic Act No. 7354, with principal office address at Manila Central Post Office Building, Magallanes Drive, Liwasang Bonifacio, Brgy. 659-A, Ermita, 100 Manila, herein represented by **NORMAN N. FULGENCIO**, Postmaster General and CEO, hereinafter referred to as the "Post Office".

WITNESSETH THAT:

WHEREAS, OWWA is in need of courier services to deliver its mails and parcels locally and overseas;

WHEREAS, OWWA invited bids for courier services, however, in spite of conducting invitations to bid, its efforts resulted to failure of competitive bidding;

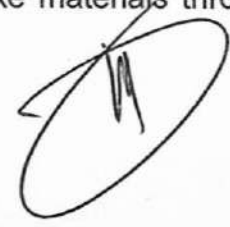
WHEREAS, under the Government Procurement Policy Board (GPPB) Resolution No. 18-2007 dated 31 May 2007, the General Conditions mentioned therein were complied in resorting to this Alternative Mode of Procurement through Agency-to-Agency Agreement. OWWA sees fit that it is more efficient and economical to procure the services of Post Office through this agreement to send and deliver parcels through there cost-effective services;

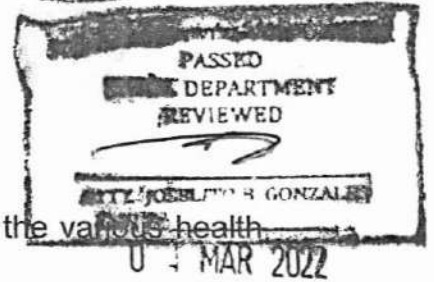
WHEREAS, after considering the track record of Post Office, its delivery coverage and the cost benefit analysis showing that Post Office's rates are lower than private couriers, OWWA deems that a partnership with Post Office is more economical, efficient and advantageous to the government.

WHEREAS in compliance to the abovementioned GPPB Resolution, the Post Office has the mandate to deliver the goods and services required to be procured OWWA;

WHEREAS, during this time of the Covid-19 pandemic, the collection, handling, transportation, delivery and forwarding of mails, parcels and like materials throughout

records management
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By: **MA. CYNTHIA DM. ERIM**
APR 05 2022 Time: 9:55 am
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the Philippines and across other countries are seriously affected by the various health protocols;

WHEREAS, under Section 7 of Republic Act No. 7354 or the "Postal Service Act of 1992", Post Office corporate powers stated its capacity to enter into contracts, execute instruments and perform such stipulations or conditions. These corporate powers were vested and exercised by its Board of Directors;

WHEREAS, consistent with its corporate powers and functions, Post Office charge fees for postal services to be rendered, receipt the same, and prescribe, the manner it is to be paid and collected, subject to the provisions of its charter;

WHEREAS, the Post Office has submitted a list of its fees/charges for domestic and international mail and parcel services for cost review by OWWA;

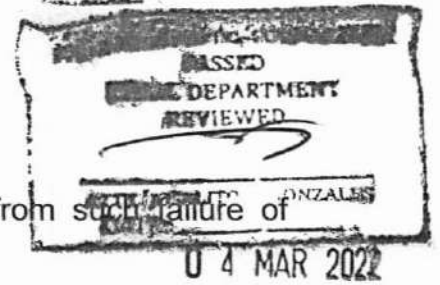
NOW THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants herein contained, the parties agree and bind themselves as follows:

1. Post Office thru its Pasay Central Post Office shall supply the goods for all registered and express mails including parcels and cargos to the OWWA Central Office based on its operating budget but not exceeding **ONE MILLION SIX HUNDRED TWENTY-EIGHT THOUSAND PESOS** (Php1,628,000.00).
2. The duration of this Memorandum of Agreement (MOA) shall be from February 1, 2022 to December 31, 2022.
3. In the event of an urgency to extend OWWA's programs and services to overseas and local destination through mail, OWWA will notify the Post Office to supply additional goods for all registered and express mails, including parcels and cargos to OWWA.
4. Post Office agrees to include domestic and international services for delivery and sending of mails/documents/parcels/cargoes of OWWA.
5. Post Office shall establish an on-line monitoring and tracking system of mails with the OWWA-Records Management Division (RMD). Accordingly, Post Office is obliged to give OWWA-RMD a quick access to its monitoring and tracking system of OWWA's mails and parcels.
6. Post Office shall provide regular reports to OWWA as to the status of all deliveries of OWWA's mailed documents, other printed matters and parcels on the 15th day of the immediately following month.
7. Upon signing of this MOA, the Post Office shall provide OWWA with an ARTA-approved process flow with process-cycle time of mail deliveries from acceptance of mails, parcels and cargos at the Pasay Central Post Office to the receipt of deliveries at the destination/by the addressee. The ARTA-approved process flow with process-cycle time of mail deliveries shall be attached to this MOA.
8. In case when the addressee/s cannot be located, or there is failure of service of mail/s or parcel/s at the first attempt for reasons not due to the fault of the Post Office, the latter shall notify OWWA thru its e-mail address,

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records@owwa.gov.ph. within FIVE (5) working days from such failure of service or delivery of mail/s or parcel/s.

9. Release of mail containing OWWA documents, other printed matters and non-document items shall be made only to the addressee or his/her duly authorized representative and only upon presentation to and verification by Post Office or its international service provider partner, of the authenticity of the identification card/s presented by the addressee or his/her/its duly authorized representative.
10. The undistributed mailed documents, printed matters and non-document items are required to be returned to the OWWA free of charge, unless it is requested in writing by OWWA that the consignment be locally destroyed.

In case OWWA consents to the destruction of the said mailed documents and parcels, it shall be free of charge to OWWA.

In case of return of mail/s or parcel/s, Post Office has the obligation to inform the OWWA-RMD prior to sending them back to OWWA. Any return of mail/s or parcel/s that may be charged to OWWA must be agreed upon by the parties prior to their return. Unless OWWA-RMD agrees to such return, OWWA shall not accept any related invoicing from Post Office.

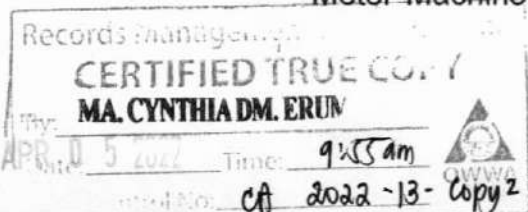
11. Post Office shall be responsible for lost items. Post Office shall report in writing within TWENTY-FOUR (24) hours to the OWWA the cases of lost items. The cost of handling and delivery of the replacement of the lost item shall be borne by the Post Office. Moreover, the Post Office shall have an insurance coverage for any loss or damage of OWWA's consignment.
12. Subcontracting shall be allowed for the duration of this agreement, provided that the Post Office shall submit a list of subcontracting parties, indicating the name of company, its address, representative and contact details.

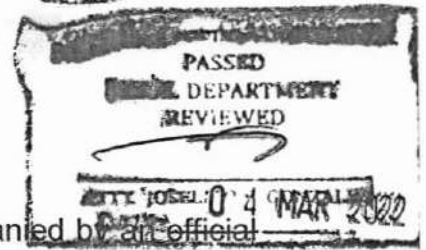
The Post Office shall not be relieved of any liability or obligation under this agreement and shall be responsible for the acts, faults and negligence of any of its subcontractor, its agents or workmen as fully as if these were Post Office's own acts, defaults, or negligence, or those of its personnel.

13. The Post Office must designate one contact person who will be available, responsible, and able to channel all queries by OWWA, i.e. technical, financial, administrative or rate-related, and be enjoined to promptly provide responses to OWWA's queries.
14. It is understood that the OWWA-RMD shall monitor the performance of Post Office based on the Performance Evaluation Form for Courier Service Provider (FM-OWWA 07-08.05). The following key performance indicators will be measured:

- Number of lost shipment (in % of the total number of shipments)
- Number of damaged shipment (in % of the total number of shipments)
- Response time of Dedicated Contact Person
- Compliance to the Average Days of Delivery to Destination Area.

15. The Post Office shall provide postage load in the OWWA Registered Postal Meter Machine not to exceed PhP1,628,000.00 for the period February 1 to





December 31, 2022. Such postage load shall be accompanied by an official receipt.

The OWWA-RMD shall maintain a postpaid account with daily readings of balance presented in an acceptable accounting logbook.

16. The Post Office agrees that that its services under this MOA are strictly confidential and in adherence to the following:

1. The Post Office and any of its staff or personnel shall not reveal, disclose or furnish, in any manner, to any person, firm or corporation any information relating to OWWA which the former or any of its staff or personnel may have acquired or which came to their knowledge or possession during their work at Post Office;

2. Only the person/s duly authorized by OWWA shall be allowed by the Post Office to have access to the documents/records/parcels/cargoes of OWWA in the custody of Post Office. For this purpose, the OWWA shall inform the latter in writing the person/s authorized to have access to document/records belonging or addressed to or owned by OWWA;

3. The Post Office shall prevent any unauthorized person/s from gaining access to OWWA's document/records/parcels/cargoes while the documents/parcels/records/cargoes in transit and in Post Office's custody for mail and/or delivery;

4. Post Office agrees to assume sole responsibility, and undertakes to indemnify OWWA, for any damage, which the latter may sustain by reason of breach of the above conditions; and

5. The failure of Post Office to comply with the confidentiality clause shall be subject to the penalty provisions of Republic Act No. 10173 otherwise known as Data Privacy Act of 2012 and all other pertinent rules and regulations that may be applicable to the foregoing.

17. OWWA shall be responsible for the monitoring of the implementation of this Agreement, taking into consideration both the effectivity and duration of the Agreement and the Approved Budget for the Contract.

18. OWWA shall be responsible for initiating the procurement process for the new MOA or if applicable, for the extension of the current MOA in accordance with Appendix 24 of the 2016 Revised Implementing Rules and Regulations of R.A. 9184, as the case may be.

19. Post Office reserves the right to discontinue rendering the services or to refuse acceptance of mails under this MOA should the same go beyond the agreed duration of the contract without any MOA or any extension being entered into.

20. Payment shall be subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding Tax on VAT of Five percent (5%).



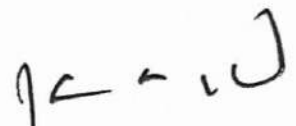
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PASSED
GENERAL DEPARTMENT
REVIEWED
JOSE LITO B. GONZALEZ
04 MAR 2022

21. OWWA shall provide Post Office with BIR Forms 2306 and 2307 for every payment made.

22. Each party hereby undertakes that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives have caused these presents to be signed this 1st of February, 2022 at Pasay City.


HANS LEO J. CACDAC
Administrator
For

OVERSEAS WORKERS
WELFARE ADMINISTRATION


NORMAN N. FULGENCIO
Postmaster General and CEO
For

PHILIPPINE POSTAL
CORPORATION

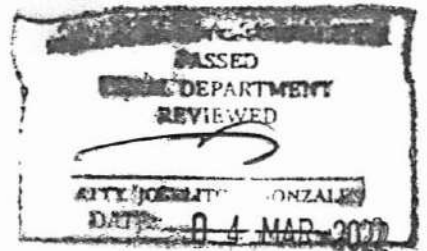
Signed in the presence of:


MA. CYNTHIA D.M. ERUM
Chief, Records Management Division


GILBERT B. JAVIER
Area Director, Mega Manila

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By: MA. CYNTHIA D.M. ERUM
APR 05 2022 Time: 9:55am
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ACKNOWLEDGEMENT

Republic of the Philippines
CITY OF MANILA) S. S.

BEFORE ME, this 01 day of APR 2022 2022, personally appeared Hans Leo J. Cacdac representing the Overseas Workers Welfare Administration and Norman N. Fulgencio representing Philippine Postal Corporation with their competent evidence of identity as follows:

NAME	COMPETENT EVIDENCE PLACE & DATE OF ISSUE OF IDENTITY
HANS LEO J. CACDAC	Passport S0011238A DFA MANILA 23 AUGUST 2017
NORMAN N. FULGENCIO	

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed. This instrument which consists of five (5) pages, including the page whereon the Acknowledgement is written have been signed by the parties and their witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at CITY OF MANILA, this 01 day of APR 2022 2022.

Doc. No. 169;
Page No. 35;
Book No. XVII;
Series of 2022

Adasa
HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-097 / 12/31/2021 Manila
IBP NO. 178598 - 01/03/2022, PASIG
PTR NO. 0060197 - 01/05/2021 MLA
ROL NO. 29679, TIN: 172-528-620
MCLE COMPL. NO. VII-0000165 6/26/2019 Valid April 14, 2025
URBAN DECA HOMES MANILA, B-2, UNIT 355, TONDO, MLA.
UNDER SUPREME COURT B.M. NO. 3795 EXTENDED FROM JAN. 1 TO JUNE 20, 2022

CERTIFIED TRUE COPY
By: *MA. CYNTHIA DM. ERUM*
APR 05 2022 Time: 9:58am
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Republic of the Philippines
OVERSEAS WORKERS WELFARE ADMINISTRATION
Department of Labor and Employment



NOTICE OF AWARD

02 March 2022

Mr. NORMAN N. FULGENCIO
Postmaster General
Philippine Postal Corporation
Manila Central Post Office Building
Magallanes Drive, Liwasang Bonifacio
Brgy. 659-A, Ermita 1000 Manila

Dear **Mr. Fulgencio**,

Please be informed that your proposal for Service Provider for the Courier Service for OWWA's Official Mails and Parcels Delivery for Local Destinations with the total contract price of **One Million Six Hundred Twenty-eight Thousand Pesos (Php1,628,000.00)** only, has been accepted.

Kindly acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the Procurement and Property Management Division of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.

Thank you.

Very truly yours,

HANS LEO J. CACDAC
Administrator

Conforme:

Mr. NORMAN N. FULGENCIO
Postmaster General/Philippine Postal Corporation
Date: 03/11/2022

2022-04-06-0022



Republic of the Philippines
OVERSEAS WORKERS WELFARE ADMINISTRATION
Department of Labor and Employment



NOTICE TO PROCEED

MAR 11 2022

Mr. NORMAN N. FULGENCIO
Postmaster General
Philippine Postal Corporation
Manila Central Post Office Building
Magallanes Drive, Liwasang Bonifacio
Brgy. 659-A, Ermita 1000 Manila

Dear **Mr. Fulgencio**,

The attached Memorandum of Agreement having been approved, notice is hereby given to Philippine Postal Corporation the Courier Service for OWWA's Official Mails and Parcels Delivery for Local Destinations may commence effective immediately upon receipt of this notice.

Please acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the PPMD of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.

Thank you.

Very truly yours,

HANS LEO J. CACDAC
Administrator

I acknowledge receipt of this Notice on 04/01/2022

Mr. NORMAN N. FULGENCIO
Postmaster General/Philippine Postal Corporation