

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE

IV-A, a government owned and controlled corporation created and existing by virtue of R.A. 7875, as amended, with Regional Office address at Lucena Grand Central Terminal, Diversion Road, Brgy. Ilayang Dupay, Lucena City, represented herein by its **Regional Vice-President, DANILO M. REYNES, MD, MPA**, hereinafter referred to as "**PhilHealth IV-A**".

And

The **PHILIPPINE POSTAL CORPORATION**, a Government Owned and Controlled Corporation (GOCC), duly organized and existing by virtue of Republic Act No. 7354, with Regional Office address at Brgy. San Roque, 4000 San Pablo City, duly represented herein by its **Area Director, ATTY. LEE P. VICERAL**, and hereinafter referred to as the "**PHLPost**";

PhilHealth IV-A and **PHLPost** are hereinafter referred collectively as "**PARTIES**".

WITNESSETH:

WHEREAS, given the magnitude of **PhilHealth IV-A** operations, there is a need to mail documents through a fast and reliable provider in order to reach the intended recipients at the shortest and safest time and with the least cost;

WHEREAS, **PHLPost** has the capability to provide efficient, competitive and on-time delivery of communication in any Filipino community and expressed their desire to fulfill the mailing needs of **PhilHealth IV-A**;

WHEREAS, after a cost-benefit analysis conducted by comparing the prices of **PHLPost** with those of private courier service providers, **PhilHealth IV-A** has determined that **PHLPost** offers the most advantageous rates, and wishes to enter into a contract with the **PHLPost** through Negotiated Procurement (Agency to Agency) as an alternative method of procurement under Section 53.5 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA No. 9184, inasmuch as the **PHLPost** is the only government agency rendering delivery services. This contract undertaken pursuant to **PhilHealth IV-A** Bids and Awards Committee (BAC) Resolution No. 022-2023 dated March 08, 2023 complies with the applicable provisions of RA No. 9184 and its Revised IRR;

WHEREAS, **PHLPost** shall accept for mailing, dispatch, and domestic delivery of all documents for outbound domestic destinations from **PhilHealth IV-A**.

WHEREAS, this contract has a total budget of Php 127, 434.00 with contract duration from the issuance of Notice to Proceed until December 31, 2023 or until the budget is exhausted, whichever comes first.

WHEREAS, **PhilHealth IV-A** shall be billed based on its actual usage, inclusive of all applicable taxes and other lawful charges.

ACCORDINGLY, in consideration of the foregoing premises, the **PARTIES** agree to the following terms and conditions, to wit:

I. DUTIES AND RESPONSIBILITIES OF THE PARTIES**PHLPost shall:**

1. Provide a delivery of all types of Registered mails.
2. Deliver the mail in two (2) attempts free of charge. Reasons such as insufficient address, addressee unknown or nobody to accept for the recipient among others, PhilHealth shall provide additional information/ details as aid to perform the next attempt / s. Mails that failed to be delivered after two (2) attempts shall be returned to PRO IVA with reason/s for failed delivery.
3. Shall provide and deliver PhilHealth the following supplementary materials to be used/reproduced: Mailing Forms, Certificate of Mailing, and Registry Return Receipt (RRR).
4. Investigate any discrepancies noted in the impression of mails posted like meter price, registry number, and other related mail stamps.
5. Accept and deliver the mails listed in the Certificate of Mailing.
6. Issue Official Receipt upon acceptance of payment from PhilHealth.
7. The RRR shall be submitted to **PhilHealth-IVA** every 2nd week of the month for reference and reconciliation of sent out mails with the mailing list.

The PhilHealth IV-A shall:

1. Pay Php 1,680.00 (inclusive of 12% VAT) annual processing/renewal fee at the posting office;
2. Attend the orientation on the rules and regulations including the computation of postage rates to be conducted by **PHLPost**;
3. Post Mails and pay the Postage Charge Account (PCA) Billing only at the Post Office where application was authorized;
4. Accomplish the Certificate of Mailing in triplicate and impress by means of rubberstamp or print PCA Number at the lower left corner of the mailing envelope;

II. FORCE MAJEURE

1. **PHLPost** shall not be liable for losses, delays and damages as a result of force majeure or any event which **PHLPost** could not have foreseen, or which though foreseen was inevitable. It shall not include ordinary unfavorable weather conditions, and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by **PHLPost**.

Force majeure may include acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor disputes, default of common carrier and any other analogous causes.

2. The liability of **PHLPost** for any loss, theft, damages to **PhilHealth IV-A** mails/documents domestic deliveries for such similar circumstances shall be governed by the pertinent provisions of the Civil Code and other relevant laws. **PHLPost** shall notify **PhilHealth IV-A** within twenty-four (24) hours upon **PHLPost's** discovery of such loss or theft, delay, damages and/or other analogous circumstances.

III. TERMINATION

1. The **PhilHealth IV-A** may terminate this contract anytime for the unsatisfactory performance of **PHLPost** in its undertakings, or for any valid or justifiable cause, by sending a letter of termination to **PHLPost**, which shall be effective thirty (30) days after receipt by **PHLPost** of the said Notice of Termination. The **PhilHealth IV-A** shall pay all its outstanding obligations within thirty (30) days from the date of termination. Despite the receipt of the termination, **PHLPost** shall still deliver all the items that have been picked up prior to the date of termination.
2. **PHLPost** may terminate this Agreement anytime for failure of the **PhilHealth IV-A** to pay its services by sending a Letter of Termination. The termination shall be effective thirty (30) days after receipt by the **PhilHealth IV-A**. **PHLPost** shall not complete its delivery of the items that have been picked up prior to the termination, if any, unless the obligation is paid or settled by **PhilHealth IV-A**.
3. The **PhilHealth IV-A** and **PHLPost** may also mutually agree on the termination of this Agreement.

IV. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE

All documents that **PHLPost** shall receive from **PhilHealth IV-A** are deemed confidential information. In the event that the **PHLPost** received information from **PhilHealth IV-A** which contains personal information, it shall comply with the relevant provisions of the Data Privacy Act of 2012.

V. TERMS OF PAYMENT/ BILLING

1. **PHLPost** shall bill **PhilHealth IV-A** and be paid monthly, subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding Tax on Value Added Tax (VAT) of five percent (5%).
2. **PHLPost** shall be paid upon submission of the documentary requirements such as but not limited to the following:
 - i. Billing Invoice/ Statement of Account for the month period;
 - ii. Delivery receipts/ Proof of Delivery;
 - iii. Certificate of Mailing (COM); and
 - iv. Delivery Summary Report
3. **PhilHealth IV-A** shall pay the rates of registered mails based in **PHLPost's** accomplished Request for Quotation with attached Domestic Registered Mail Service fees as follows:

WEIGHT (in grams)	Luzon	NCR	Visayas	Mindanao
0 – 50	50	60	80	95
51 – 100	60	70	90	105
101 – 250	70	80	100	115
251 – 500	80	90	110	125
501 – 1000	105	115	135	150
1001 – 1500	130	140	160	175
1501 – 2000	150	160	180	195

Registry Return receipt / Card P 17.00

eRRR	INTRA	INTER
20g	40.00	51.00

4. The Certificate of Mailing shall be the basis of the monthly billing.

PHLPost shall undertake the project with a contract price of *One Hundred Twenty Seven Thousand Four Hundred Thirty Four Pesos (Php 127, 434.00)*, with payments to be made on actual services rendered and subject to accounting rules and regulations.

VI. PENALTIES

1. Accounts paid after the due date shall be considered in default and shall be charged a penalty of 0.1% (.001) of the outstanding and unpaid amount for every day of delay in payment;
2. Unpaid accounts for two (2) consecutive billing periods shall be considered delinquent and the service shall be suspended immediately. The account may be reactivated upon payment of past due accounts plus the applicable penalty.

VII. NEGOTIATION OF A NEW CONTRACT

If after the period of this contract has expired or upon full consumption of the contract amount, whichever comes first, the **PARTIES** may negotiate a renewal of contract.

VIII. AMENDMENTS

This contract may be amended by mutual contract between the parties. All such amendments shall be in writing signed by the duly authorized representatives of the **PARTIES**.

IX. ANTI-GRAFT CORRUPTION

The **PARTIES** hereby undertake that the date of entering into force the contract, itself, its directors, officers, employers 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 a 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.

X. EFFECTIVITY AND DURATION OF THE CONTRACT

This contract shall be valid and effective from the issuance of Notice to Proceed until December 31, 2023 or until the budget is exhausted, whichever comes first, subject to renewal as may be agreed by the **PARTIES**, unless pre terminated by the written consent of either or both **PARTIES**, or for reasons provided in this contract thirty (30) days before the effectivity and duration ends.

MOA No. 2023-07-001

MAY 02 2023

IN WITNESS WHEREOF, the PARTIES have hereunto set our hands this _____ day of

MAY 02 2023

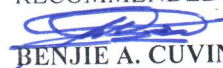
2023 at

LUCENA, CITY

PHILIPPINE HEALTH INSURANCE
CORPORATION REGIONAL OFFICE IVA

PHILIPPINE POSTAL CORPORATION
AREA 4 SOUTHERN LUZON

RECOMMENDED BY:



BENJIE A. CUVINAR
Division Chief IV, MSD



ATTY. LEE P. VICERAL
Area Director, Postal Area 4

APPROVED BY:


DANILO M. REYNES, MD, MPA
Regional Vice-President

SIGNED IN THE PRESENCE OF:


ARON R. RIANO
Fiscal Controller IV, Head FMS


MAELLA B. ESTIVA
Asst. Marketing Specialist


JOSE T. MIRANDA, JR.
Acting Manager, Support Services

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon Province) S.S.
Lucena City)

BEFORE ME, a Notary Public for and in the Province of Quezon personally came and appeared:

NAME	VALID ID NO.	ISSUED BY


Known to me and to me known to be the same persons who executed the foregoing instrument which they signed and acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this _____ day of MAY 02 2023 2023 at
Lucena City.

Doc. No. 446; Page

No. 90; Book No. 288

Series of 2023.


ATTY. JESUS M. CLEDERA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
MCLE NO. VII - 1569774
ROLL NO. 33626/ TIN NO. 124-971-707
PTR NO. 5976513/1-6-2023/LUCENA CITY
IBP OR NO. 271955/1-5-2023/PASIG CITY