PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center 1,
North Avenue, Quezon City 1105
www.phcc.gov.ph
queries@phcc.gov.ph
(+632) 8771 9722

REQUEST FOR PROPOSAL

Provision of Courier Services for the Official Outgoing Documents and Relevant Materials of the Philippine Competition Commission for CY 2026

P.R. No./Date Received: **2026-EPA-0002 / 15 August 2025** *RFQ/P No. / Date:* **2026-EPA-0003/ 04 November 2025**

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the described item in the attached ***Technical Specifications*** *subject to the Terms and Conditions and within the* **Approved Budget for the Contract**.

Required Documents/Information to be submitted as Attachments to the Proposal:

- Valid Mayor's/Business Permit / BIR Cetificate of Registration in case of individual.
- PhilGEPS Registration Number
- Updated Notarized Omnibus Sworn Statement
- Signed Request for Proposal
- Signed Technical Specifications

This pro-forma quotation maybe submitted through ***registered*** *or* ***electronic mail*** *to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to* ***procurementunit@phcc.gov.ph*** *or (assigned PBAC Sec email* ***dbgavino@phcc.gov.ph)*** *on or before* **Friday, 14 November 2025, 03:00 PM** *subject to the following Terms and Conditions:*

1. *All entries shall be typed or written in a clear legible manner.*
2. *No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.*
3. *All prices offered herein are valid, binding and effective for ONE HUNDRED TWENTY (120) calendar days upon issuance of this document. Alternative bids shall be rejected.*
4. *Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to* **(BIR 2306)** *5% R-VAT and* **(BIR 2307)** *1% (PO) or 2% (JO) deductions.*
5. *PCC PBAC may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.*
6. *Salient provisions of the IRR of RA 12009: Section 71 - Liquidated Damages and Section 98 - Imposition of Administrative Penalties shall be observed.*
7. *PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 70 of the same IRR.*
8. *In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.*
9. *In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed* **Technical Specifications.**
10. *Please note that the* **award of the procurement is on a per Lot basis.**
11. *This project adopts the Implementing Rules and Regulations of RA 12009.*

Very truly yours, [redacted]

Signed by Christian Loren B De Los Santos

ATTY. CHRISTIAN LOREN B. DE LOS SANTOS [redacted]
PBAC Vice Chairperson

Item No.	QTY	Unit	ABC	Project Title	Total Amount (To be filled-up by the supplier)
1	1	Lot	₱ 500,000.00	Provision of Courier Services for the Official Outgoing Documents and Relevant Materials of the Philippine Competition Commission for CY 2026	
				(Please see attached Technical Speficiations)	
Total ABC (Per Lot)			**₱ 500,000.00**	**TOTAL Amount:**	
Delivery Instructions:				*(Please see attached Technical Speficiations)*	

(Please provide ***complete*** *information below)*

We undertake, if our Proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : _____

Designation/Position : _____

Name of Company : _____

Address : _____

Telephone / Fax : _____

E-mail Address: _____

Company Tax Identification Number : _____

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DETAILED TECHNICAL SPECIFICATIONS

Project Title : **Provision of Courier Services for the Official Outgoing Documents and Relevant Materials of the Philippine Competition Commission for CY 2026**

Contract Duration : **01 January 2026 – 31 December 2026**

I. Rationale

The Philippine Competition Commission (PCC) is an independent quasi-judicial body created by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act, to promote and maintain market competition by regulating anti-competitive conduct agreements, abuse of dominant position, and anti-competitive mergers and acquisitions.

To support the delivery of its Vision and Mission and efficiently perform its mandate and meet the PCC's operational and administrative requirements, including the delivery of services to the public, especially its clientele, both internal and external, the engagement of the services of a qualified courier Service Provider is necessary to perform efficient, timely, and secured delivery of its official documents and relevant materials.

With this, the Administrative Office-General Services Division (AO-GSD), as the End-user, intends to engage a Service Provider for the Provision of Courier Services for the Official Outgoing Documents and Relevant Materials of the Philippine Competition Commission (the "Project").

II. Scope of Services

The Service Provider shall provide courier services for the PCC and perform the following functions and responsibilities:

1. **Door-to-door collection and delivery** of documents/parcels. The Service Provider representative must pick up the documents/parcels from the PCC Office and **deliver to the specified address**.

2. For the PCC Investigation and Collaboration Stations (PCC i-Stations) with the following addresses, the documents/parcels will be dropped off at the nearest servicing branch to be assigned by the Service Provider:

PCC i-Station	Address*
Baguio	within Baguio City
Legazpi	within Legazpi City
Cebu	within Cebu City
Davao	within Davao City

**Note: exact address of the PCC i-Station will be communicated through an official correspondence.*

3. In case of documents/parcels addressed to areas *Outside of Delivery Area (ODA),* the Service Provider must provide PCC the option to either proceed with the delivery of the documents/parcels subject to additional charges and/or request the consignee to pick up the items from its nearest branch.

4. Upon collection of items, the Service Provider must immediately issue the corresponding waybill/tracking numbers of the documents/parcels.

5. Must have an assigned servicing branch and at least one (1) alternate branch to execute the terms in the contract agreement between PCC and the Service Provider. If both the main and alternate branches are unavailable, the Service Provider must immediately endorse the PCC to another servicing branch with the same terms as stated in the contract.

6. Ensure **on-time delivery** of documents/parcels in **all cities and municipalities** covered by the Service Provider within the National Capital Region, Luzon, Visayas, Mindanao, and international destinations based on the schedule of requirements issued by the Records Unit of the PCC's AO-GSD. If there are delays in the delivery of their services due to unforeseen contingencies, the Service Provider shall promptly issue an advisory to the PCC via electronic mail thru the AO-GSD Records Unit.

7. Provide a mobile or web application tracking system tool to monitor the PCC's overall courier transactions and statuses in real time. The system should be able to generate reports and provide a dashboard accessible to PCC Records Officers and/or PCC Office Records Custodians to facilitate parcel monitoring.

8. Must have an assigned point person that will handle the account and all the necessary transactions of the PCC with the courier Service Provider. Upon notice, the assigned point person may be required to appear before the PCC to discuss and coordinate any concern regarding the contract.

9. Submit a **duly signed certified true and correct monthly summary report** and/or complete Proof of Deliveries (PODs) or other forms of verification **not later than fifteen (15) working days after the end of**

every month. Delivery of PODs or other forms of verification to PCC shall incur no additional charges. The veracity of the information stated in the summary of the PODs shall be duly certified by the Head of the Service Provider or its authorized representative.

10. Undertake **at least three (3) attempts** to deliver the documents/parcels coursed through it. If undelivered after the first attempt, the Service Provider **shall immediately notify the PCC and wait for its instructions**. The PCC may then **modify** the delivery details (e.g. different floor/unit but same building, or different recipient but same address, etc.) to aid in the succeeding attempts to deliver the documents/parcels, **without additional cost** unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider **shall immediately return after ten (10) days the** documents/parcels to the PCC, **without additional cost, stating a justifiable reason and proof for non-delivery thereof,** submitting along with it a **certified tracking history of the returned to sender (RTS) documents.** If unable to return the undelivered documents/parcels/return to sender (RTS) mails to PCC, the Service Provider must submit a notarized affidavit of loss. Said items shall also be deducted from the Statement of Account (SOA).

11. When required by the PCC, the Service Provider shall issue a **notarized Affidavit of Service** in a form that shall be prescribed by the PCC. Notarial costs shall be for the account of the PCC and shall be included in the monthly Statement of Account (SOA).

12. Pick up of documents/parcels at the PCC Office is **Mondays to Fridays at 2:00 PM.** The delivery schedule or schedule of requirements provided below may be modified anytime at the option of the PCC, provided that the Service Provider is given notice of such modification at least one (1) week prior to the effectivity of the modification.

Delivery Schedule / Schedule of Requirements for the PCC Office

Area of Distribution	Expected Delivery Date
Metro Manila (NCR)	To be delivered within **two (2) working days** upon receipt of the documents/parcels from the PCC Records Unit.
Luzon	To be delivered **within five (5) working days** upon receipt of the documents/parcels from the PCC Records Unit.
Visayas	To be delivered **within ten (10) working days** upon receipt of the documents/parcels from the PCC Records Unit.

Area of Distribution	Expected Delivery Date
Mindanao	To be delivered **within ten (10) working days** upon receipt of the documents/parcels from the PCC Records Unit.
International Destination	To be delivered **within ten (10) working days** upon receipt of the documents/parcels from the PCC Records Unit.

Delivery Schedule / Schedule of Requirements for the PCC i-Stations

From PCC i-Station (Originating Office)	Area of Distribution	Expected Delivery Date
Baguio & Legazpi	PCC Office (Quezon City)	To be delivered **within five (5) working days** upon receipt of the documents/parcels from the PCC i-Station
Cebu & Davao	PCC Office (Quezon City)	To be delivered **within ten (10) working days** upon receipt of the documents/parcels from the PCC i-Station

13. The Statement of Account (SOA) to be issued by the Service Provider to PCC should be based on the **actual number of deliveries made per month for the PCC Office and PCC i-Stations**. **In case of delivery to areas *Outside of Delivery Area (ODA),* additional fees may be charged accordingly.** For parcels that will exceed the legal-size envelope and/or contain materials other than documents, necessary fees may also be charged accordingly. If the actual number of deliveries exceeds the contract amount, the Service Provider shall send the corresponding bill to PCC, in which case a separate payment shall be made.

14. The Service Provider must attach to its bid the filled-out forms in **Annexes A** and **B** of this TOR **and submit pertinent supporting documents** as proof of compliance to each provision, as necessary.

III. Minimum Qualifications

1. The Service Provider must have a respectable track record in nationwide courier services and must have been in the same business for **at least three (3) years.** The Service Provider must have completed at least **two**

(2) similar contracts with another **Philippine government agency/ies and/or private company/ies for the past three (3) years**.

2. The Service Provider must have a **nationwide *"Authority to Operate and/or Messenger Delivery Service"*** issued by the Postmaster General (now the Department of Information and Communications Technology).

3. The Service Provider must offer **domestic and international** courier services.

4. The Service Provider must have several branches nationwide.

5. The Service Provider must have its own real-time mobile or web application tracking system tool. The system should be able to generate reports and provide a dashboard accessible to PCC Records Officers and/or PCC Office Records Custodians to facilitate parcel monitoring.

6. The Service Provider shall assign a point person who will handle the account and all the necessary transactions of the PCC with the courier Service Provider; submitting to PCC a copy of his/her government-issued identification card and company employee ID upon signing of the Notice to Proceed.

IV. Contract Duration

The contract shall be for a period of twelve (12) months to begin from **01 January 2026** or upon issuance and receipt of the Notice of Award, whichever is later, **until 31 December 2026,** or until the total contract amount has been exhausted, whichever comes first**.**

V. Approved Budget for the Contract and Mode of Procurement

The Approved Budget for the Contract is **Five Hundred Thousand Pesos (PhP500,000.00),** inclusive of all applicable government taxes, service charges, and other additional fees for delivery to remote areas subject to the usual budgeting, accounting and auditing rules and regulations.

The mode of procurement shall be Small Value Procurement in accordance with Section 34 of Republic Act (RA) No. 12009 or the New Government Procurement Act (NGPA) and its Implementing Rules and Regulations (IRR) and will be awarded and contracted by lot.

VI. Information Security and Non-Disclosure Agreement

To ensure the PCC maintains a high standard of information security when engaging with third-party providers, all suppliers are required to comply with the established PCC Information Security Management System (ISMS). These requirements are outlined in the Supplier Security Policy (POL-PCC-GSD 02-03) and related ISMS policies and procedures.

All data, documents, records, configuration files, and metadata (collectively referred to as "Information") provided to the Service Provider for the purpose of delivering services are considered confidential and remain the exclusive property of PCC. The Service Provider shall recognize the critical importance of maintaining the security and confidentiality of the Information and agree to prevent its unauthorized transfer, disclosure, or use by any third party. The Service Provider shall not use the Information for any purpose other than to perform the agreed-upon services. Furthermore, the Service Provider shall ensure that, upon completion of the service, they will not retain any portion of the Information in any form whatsoever.

The following must be submitted after the issuance of Notice of Award or Purchase Order or Job Order:

- Notarized Non-Disclosure Agreement (*see Annex C)*
- Notarized Data Sharing Agreement *(see Annex D)*
- Project Risk Management Plan (if applicable)

The documents will be submitted to the ISMS Secretariat in compliance with the approved PCC Information Security Management System and will not form part of the submission for payment processing.

VII. Payment Scheme

The PCC shall pay the Service Provider on a **monthly** basis within fifteen (15) calendar days upon receipt of the correct SOA or billing statement of a given period, complete original waybills/ sales invoice, duly certified true and correct monthly report and/or complete Proof of Deliveries (PODs) or other forms of verification that the recipients have received their packages, and a Certificate of Satisfactory Service Rendered issued by the PCC–Administrative Office.

Should there be undelivered documents/parcels/ Return-To-Sender (RTS) mails, the same should be completely delivered to PCC prior to processing of payment. In case of lost or unlocated documents/parcels, the Service

Provider shall provide a notarized affidavit of loss and the **same must be deducted from the SOA. The PCC may hold the processing of payment for failure to submit the complete documentary requirements stated above.**

All payments shall be released and claimed within PCC premises.

VIII. Liquidated Damages

If the Service Provider fails to deliver any or all of the goods and/or to perform the services within the period specified in this contract, the PCC shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay provided that the maximum deduction shall be ten percent (10%) of the amount of the contract. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

IX. Dispute Resolution

Should there be any dispute related to the contract and/or rights of the parties, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts.

Any amendment or additional terms and conditions to the TOR must be in writing, signed and acknowledged by the Parties.

Prepared by:

[redacted]

ALVIE HENN SIQUIG
Records Officer II, GSD

Reviewed by:

[redacted]

ROMMEL R. OIRA
Chief Administrative Officer, GSD

[redacted]

Approved by:

[redacted]

JESON Q. DE LA TORRE
Director IV, Administrative Office

CONFORME:

_____

Name and Signature of Authorized Representative

_____

Designation

_____

Name of Company

_____

Date

Annex A. Technical Specifications

*Bidders must state **"Compliant"** or **"Non-Compliant"** or any equivalent terms in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification." Bidders must also **submit and state the supporting documents provided as proof of their compliance to each specification** (i.e. Certification of Completion, Certificate of Satisfactory Service Rendered from other Philippine government agency/ies, list of branches, link to or screenshot of online tracking system, etc.), if applicable.*

Item	Specification	Bidder's Statement of Compliance (Compliant / Non-Compliant)	Supporting Documents Submitted, if applicable
1	The Service Provider must have a respectable track record in **nationwide and international courier services** and must have been in the same business for at least **three (3) years.**		
2	The Service Provider must have a **nationwide "Authority to Operate and/or Messenger Delivery Service"** issued by the Postmaster General (now the Department of Information and Communications Technology)"		
3	The Service Provider must have **completed at least two (2) similar contracts** with another Philippine government agency/ies and/or private company/ies for the past three (3) years.		
4	The Service Provider must offer **domestic and international** courier services.		
5	The Service Provider must have several branches nationwide.		

Item	Specification	Bidder's Statement of Compliance (Compliant / Non-Compliant)	Supporting Documents Submitted, if applicable
6	The Service Provider shall assign a **point person** who will handle the account and all the necessary transactions of the PCC with the courier Service Provider; submitting to PCC a copy of his/her government-issued identification card and company employee ID upon signing of Notice to Proceed. Upon notice, the assigned point person may be required to appear before the PCC to discuss and coordinate any concern regarding the contract.		
7	The Service Provider must have an assigned **servicing branch and at least one (1) alternate branch** to execute the terms in the contract agreement between PCC and the Service Provider. If both the main and alternate branches are unavailable, the Service Provider must immediately endorse the PCC to another servicing branch with the **same terms as stated in the contract**		
8	The Service Provider must have the capacity to accomplish the following: a) **Door-to-door collection and delivery** of documents/parcels. The Service Provider representative must pick up the documents/parcels from the PCC Office and **deliver to specified address**.		
	b) For the PCC Investigation and Collaboration Stations (PCC i-		

Item	Specification	Bidder's Statement of Compliance (Compliant / Non-Compliant)	Supporting Documents Submitted, if applicable
Cont. 8	Stations) with the following addresses, the documents/parcels will be dropped off at the nearest servicing branch to be assigned by the Service Provider: b.1 Baguio - Balay Internasyonal, University of the Philippines Baguio, Governor Pack Road, Baguio City		
	b.2 Legazpi - *within Legazpi City*		
	b.3 Cebu - 6/F 2 Quad Bldg., Cebu Business Park, Cebu City		
	b.4 Davao - 4/F Unit 411, Pink Walters Building, Quimpo Blvd, Ecoland Bucana Talomo District, Davao City		
	c) In case of documents/parcels addressed to **areas *Outside of Delivery Area (ODA),*** the Service Provider must provide PCC the option to either proceed with the delivery of the documents/parcels subject to additional charges and/or request the consignee to pick up the items from its nearest branch.		
	d) Deliver to the following locations: all provinces, cities, municipalities and barangays in NCR, Luzon, Visayas,		

Item	Specification	Bidder's Statement of Compliance (Compliant / Non-Compliant)	Supporting Documents Submitted, if applicable
	Mindanao, and International destinations.		
	e) **Ensure on-time delivery** of documents/parcels specified in the Terms of Reference and comply with the Delivery Schedule/ Schedule of Requirements.		
	f) If there are **delays in the delivery** of their services due to unforeseen contingencies, the Service Provider shall promptly **issue an advisory** to the PCC via electronic mail thru the AO-GDS Records Unit.		
	g) The Service Provider must have its own real-time mobile or web application **tracking system tool**. The system should be able to **generate reports** and provide a **dashboard** accessible to PCC Records Officers and/or PCC Office Records Custodians to facilitate parcel monitoring.		
	h) Submit a duly signed **certified true and correct monthly summary report** and/or complete Proof of Deliveries (PODs) or other forms of verification **not later than fifteen (15) working days after the end of every month**. Delivery of PODs or other forms of verification to PCC shall incur no additional charges. The veracity of the information stated in the summary of the PODs shall		

Item	Specification	Bidder's Statement of Compliance (Compliant / Non-Compliant)	Supporting Documents Submitted, if applicable
	be duly certified by the Head of the Service Provider or its authorized representative.		
	i) Provide a pouch for packaging of document/parcels.		
	j) Must have an assigned **unique Waybill/Tracking Number per document/parcel** to be issued immediately upon collection of document/parcel.		
	k) Undertake **at least three (3) attempts** to deliver the documents/parcels coursed through it. If undelivered after the first attempt, the Service Provider shall **immediately notify the PCC** and wait for its instructions. The PCC may then modify the delivery details (e.g. different floor/unit but same building, or different recipient but same address, etc.) to aid in the succeeding attempts to deliver the documents/parcels, without additional cost unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider shall **immediately return after ten (10) days the documents/parcels to the PCC**, **without additional cost,** stating a **justifiable reason and proof for non-delivery thereof,** submitting along with it a **certified tracking history of the returned to sender (RTS)**		

Item	Specification	Bidder's Statement of Compliance (Compliant / Non-Compliant)	Supporting Documents Submitted, if applicable
	documents. If unable to return the undelivered documents/parcels to PCC, the Service Provider must submit a notarized affidavit of loss. Said item shall also be deducted from the SOA.		
	l) When required by the PCC, the Service Provider shall issue a **notarized Affidavit of Service** in a form that shall be prescribed by the PCC. Notarial costs shall be for the account of the PCC and shall be included in the monthly Statement of Account (SOA).		
9	The Statement of Account (SOA) to be issued by the Service Provider to PCC should be **based on the actual number of deliveries made per month for the PCC Office and PCC i-Stations**. Original white waybills/ service invoice must be submitted to the PCC for payment processing. **In case of delivery to areas Outside of Delivery Area (ODA), additional fees may be charged accordingly.** For parcels that will exceed the legal-size envelope and/or contain materials other than documents, necessary fees may also be charged accordingly.		
10	Shall observe and abide by the established PCC Information Security Management System (ISMS) and shall agree to sign a non-disclosure agreement and data sharing agreement.		

Annex B. Proposed Price per Document/Parcel

(Submit a document stating the schedule of rates and services)

Area of Distribution	Estimated Number of Documents/Parcels*		**Price per document/parcel****		Total Estimated Price	
	Letter Size Envelope (maximum of 100 grams)	Legal Size Envelope (maximum of 500 grams)	Letter Size Envelope (maximum of 100 grams)	Legal Size Envelope (maximum of 500 grams)	Letter Size Envelope (maximum of 100 grams)	Legal Size Envelope (maximum of 500 grams)
Metro Manila (NCR)	2,500	300				
Luzon	250	100				
Visayas	150	100				
Mindanao	100	100				
International Destination					40,000.00**	
Parcels exceeding Legal size envelope (e.g. box)					40,000.00**	
Total	3,000	600				
Total Estimated Lot	**3,600**					

**** Specified quantities are indicative numbers and for bidding purposes only*.**

***** Indicated price shall be used in the actual implementation of contract, except for the total estimated price for International Destination parcels and parcels exceeding legal size envelope (i.e. cargo/box) which may vary on its actual size and/or destinations*.**

CONFORME:

_____

Name and Signature of Authorized Representative

_____

Designation

_____

Name of Company

_____

Date

Annex C. Non-Disclosure Agreement

This NON-DISCLOSURE AGREEMENT ("Agreement") is entered into this ___day of , <Month> <Year> by and between:

> **<SUPPLIER/COMPANY NAME>**, with office address at <ADDRESS>, represented herein by its <POSITION>, **<CONTACT PERSON>**, and hereinafter referred to as the "FIRST PARTY";
>
> - and -
>
> **THE PHILIPPINE COMPETITION COMMISSION**, with office address at 25/F Tower 1, Vertis North Corporate Center, North Avenue, Quezon City, represented herein by its Executive Director, **KENNETH V. TANATE**, and hereinafter referred to as the "SECOND PARTY";

The FIRST PARTY and the SECOND PARTY shall collectively be called "Parties", and each, a "Party".

Recitals:

A. The FIRST PARTY was engaged by the SECOND PARTY to **Provision of Courier Services for the Official Outgoing Documents and Relevant Materials of the PCC for CY 2026** (the "Services");

B. To enable the FIRST PARTY to effectively provide the Services to the SECOND PARTY, the SECOND PARTY needs to disclose certain Confidential Information relating to its operations and the exercise of its powers and functions;

C. In order to protect such Confidential Information from unauthorized use and disclosure, the SECOND PARTY and the FIRST PARTY have agreed to set out their rights and obligations with respect to such information.

For and in consideration of the foregoing and the agreements hereinafter set forth, the Parties agree as follows:

1. Confidential Information

    1.1 Definition. "Confidential Information" as defined herein, refers to all information designated by the SECOND PARTY as confidential or would reasonably be regarded as confidential or proprietary in nature, or treated as confidential, including, but not limited to the following:

        1.1.1. The submitted source documents of the SECOND PARTY pertinent to the Services, and to any data or information that the SECOND PARTY may disclose or the FIRST PARTY may have access to, and/or developed or maintained by the FIRST PARTY, in the course of providing the Services to the SECOND PARTY; or

1.1.2. Any data or information which the FIRST PARTY obtains by virtue of his Services to the SECOND PARTY, including such data or information that, although not necessary or connected to the performance of the Services, would not be known by the FIRST PARTY if not for the provision of Services to the SECOND PARTY;

whether such documents, data or information are in writing, given orally or by any other means, and whether such disclosure occurs before or after the effectivity of this Agreement.

1.2 Exclusions. Confidential Information shall not include:

(i) information that has become publicly known other than as a result of the breach by the FIRST PARTY, or any of his representatives, of either this Agreement or any other confidentiality obligation any such person has, had, or may have to the SECOND PARTY or any of its officers, employees, development partners, or officers or employees of the SECOND PARTY's development partners, under this Agreement or otherwise;

(ii) information that has been obtained from a person other than the SECOND PARTY, the SECOND PARTY's officers, employees, development partners, or officers or employees of the SECOND PARTY's development partners, provided the information has not been obtained unlawfully or as a direct or indirect result of the breach of any person of a confidentiality obligation to the SECOND PARTY or any of its officers, employees, development partners, or officers or employees of the SECOND PARTY's development partners;

(iii) information which is already in the possession of the FIRST PARTY at the time of disclosure by the SECOND PARTY as shown by the FIRST PARTY's files and records immediately prior to the time of disclosure;

(iv) information required by law to be disclosed, provided that the FIRST PARTY gives the SECOND PARTY prompt notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure; and

(v) information disclosed with the prior and valid written consent of the SECOND PARTY pertaining only to the extent agreed upon by the Parties.

2. Confidentiality Obligations

2.1 **Undertakings of the FIRST PARTY.** The FIRST PARTY agrees and binds himself to:

(i) hold the Confidential Information in strict confidence and for the sole benefit of the SECOND PARTY;

(ii) take reasonable and necessary steps to guard against the unauthorized dissemination or disclosure of the Confidential Information;

(iii) handle the Confidential Information with the same degree of care used to protect his own Confidential Information, but in no event less than reasonable care;

(iv) not disclose any Confidential Information to any other person without the prior written consent of the SECOND PARTY;

(v) not to divulge the manner, fees paid, procedures undertaken or any information regarding the Services to anyone not a Party to this Agreement without the prior written consent of the SECOND PARTY;

(vi) use the Confidential Information solely for the purposes described under this Agreement and shall not use in any way to the detriment of the SECOND PARTY; and

(vii) immediately return, physical or at least physically ascertainable Confidential Information, including but not limited to, notes, documents, memoranda, and other writings, electronic records, communications and the like to the SECOND PARTY upon termination or expiration of employment to the extent of his/her possession and/or control.

3. Miscellaneous

3.1 **Relief.** Any violation of the duties herein contemplated by any of the Parties, or his/her representatives, officers, or employees, shall subject the offending Party to a penalty for damages, without prejudice to any other civil, criminal and administrative liabilities that the offending Party may incur under the laws of the Republic of the Philippines.

3.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement between the Parties in relation to its subject matter and the Parties acknowledge that no claim or defense shall arise in respect of any agreement so superseded by this Agreement. It is understood that there are no other warranties, conditions or terms applicable to this Agreement whether express or implied.

3.3 **Variations or Modification in Writing.** Any variation or modification to this Agreement shall be binding and effective only if it is in writing and signed by both Parties.

3.4 **Severability.** If any term in, or provision of, this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, the term or provision shall, to that extent, be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

3.5 **Survival.** The rights and obligations of each Party contained in this Agreement shall survive and remain in full force after termination, except when all Confidential Information of the SECOND PARTY disclosed hereunder becomes publicly known and made generally available through no action or inaction of the FIRST PARTY.

3.6 **No Prejudice to Rights/Waiver.** No failure to exercise, or delay in exercising, any right or remedy under this Agreement will operate as a release or waiver of such right or remedy or any other right or remedy, nor will any single or partial exercise of any right or remedy under this Agreement or provided under Philippine Law preclude any other or further exercise of it or the exercise of any other right or remedy or prejudice or affect any right or remedy against others under the same liability whether joint, several or otherwise. A waiver of any breach of this Agreement or any right of remedy under this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

3.7 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which who so executed shall be construed as a whole and deemed to be as one and the same original document. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___day of <MONTH> <YEAR> at Quezon City.

FIRST PARTY	**SECOND PARTY**
<SUPPLIER/COMPANY NAME>	**PHILIPPINE COMPETITION COMMISSION**
	by:
_____	_____
Signature	Signature
Name:	Name: **Kenneth V. Tanate, PhD**
Title:	Title: Executive Director

Signed in the presence of:

_____	_____
Signature	Signature
Name:	Name: **Allan Roy R. Mordeno**
Title:	Title: ISMS Secretariat

Annex D. Data Sharing Agreement

This Data Sharing Agreement (the "Agreement") is made and entered into this _____ by and between:

PHILIPPINE COMPETITION COMMISSION, a government agency created and organized by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act ("PCA") with office located at 25/F Tower I, Vertis North Corporate Center, North Avenue, Quezon City 1105, represented by JESON Q. DE LA TORRE in his capacity as Director IV of the Administrative Office, hereafter referred to as the PCC;

-and-

_____, a corporation organized and existing under the laws of the Republic of the Philippines, with office address at _____, represented by *(Contact Person)* in his capacity as *(Position)*, hereafter referred to as the SERVICE PROVIDER.

(The PCC and the [Service Provider] are hereinafter referred to individually as a "Party" and collectively as the "Parties".)

RECITALS:

1. WHEREAS, the Parties has entered into a Service Agreement for the implementation of the *Provision of Courier Services for the Official Outgoing Documents and Relevant Materials of the PCC for CY 2026* (the "Project") dated *01 January 2026 to 31 December 2026* (the "Service Agreement");
2. WHEREAS, the Service Agreement stipulates that the SERVICE PROVIDER shall *provide courier services for the official outgoing documents and relevant materials of the PCC for CY 2026 and implement the said Project*; and
3. WHEREAS, the Service Agreement inevitably involves the access, collection, use and processing of personal data by the SERVICE PROVIDER on behalf of the PCC.

NOW THEREFORE, the parties agree as follows:

1. **Nature of this Agreement**

This Agreement involves the subcontracting and sharing of the processing of personal data to a Personal Information Processor (PIP). This Agreement serves as a supplement to the Service Agreement and forms an integral part thereof. Where the terms in relation to data privacy and protection of the Service Agreement and this Agreement are in conflict, the terms of this Agreement shall prevail.

2. **Term**

Unless otherwise stated in Annex A hereof, this Agreement shall be coterminous with the Service Agreement.

3. **Adherence to the Data Privacy Act of 2012**

The Parties hereby adhere to the provisions of Republic Act No. 10173[1], its Implementing Rules and Regulations, other applicable laws for processing of personal data, and issuances of the National Privacy Commission (NPC), recognizing the importance of appropriate privacy protections for data subjects.

4. **Definitions**

4.1 'Personal Information or data' refers to any information (personal, sensitive or privileged), whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual;

4.2 'Sensitive Personal Information' refers to personal information:

- About an individual's race, ethnic origin, marital status, age, color, and religious, philosophical or political affiliations;
- About an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings;
- Issued by government agencies peculiar to an individual which includes, but is not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and
- Specifically established by an executive order or an act of Congress to be kept classified.

4.3 'Processing' refers to any operation or any set of operations performed upon personal data including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data. Processing may be performed through automated means, or manual processing, if the personal data are contained or are intended to be contained in a filing system;

4.4 'Data Subject' refers to an individual whose personal, sensitive personal, or privileged information is processed;

4.5 'Security Incident' is an event or occurrence that affects or tends to affect data protection, or may compromise the availability, integrity and confidentiality of personal data. It includes incidents that would result to a personal data breach, if not for safeguards that have been put in place;

4.6 'Personal Data Breach' refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access

[1] Data Privacy Act of 2012.

to, personal data transmitted, stored, or otherwise processed. A personal data breach may be in the nature of:

- An availability breach resulting from loss, accidental or unlawful destruction of personal data;
- Integrity breach resulting from alteration of personal data; and/or
- A confidentiality breach resulting from the unauthorized disclosure of or access to personal data.

4.7 'Personal Information Controller' ("PIC") refers to a natural or juridical person, or any other body who controls the processing of personal data, or instructs another to process personal data on its behalf. The term excludes:

- A natural or juridical person, or any other body, who performs such functions as instructed by another person or organization; or
- A natural person who processes personal data in connection with his or her personal, family, or household affairs;
- There is control if the natural or juridical person or any other body decides on what information is collected, or the purpose or extent of its processing;

4.8 'Personal Information Processor' refers to any natural or juridical person or any other body to whom a PIC may outsource or instruct the processing of personal data pertaining to a data subject;

4.9 'Technical, Physical, and Organizational Security Measures' means those measures aimed at protecting Personal Information transmitted, stored, or otherwise processed against improper, unauthorized, accidental or unlawful processing, destruction or loss, disposal, alteration, disclosure, or access, and against all other unauthorized and unlawful forms of processing.

5. Roles of the Parties

The PCC shall act as the Personal Information Controller of the personal data disclosed to the SERVICE PROVIDER. The SERVICE PROVIDER shall be the Personal Information Processor.

In the event that either party takes on the role of a Personal Information Controller or Personal Information Processor, as defined under the DPA, such party herein undertakes to implement the necessary technical, physical, and organizational security measures, and execute its role as personal information controller or personal information processor, as the case may be, in relation to any personal data which comes into its possession by virtue of this Agreement, in accordance with the DPA.

6. Personal Data to be Collected and Processed

6.1 The SERVICE PROVIDER shall process only the personal data listed in Annex A hereof in accordance with the terms of the Service Agreement. Without need of amending this Agreement, the PCC, may at any time, modify such list by written instructions to the SERVICE PROVIDER, which instructions the SERVICE PROVIDER shall undertake promptly to implement in accordance with the Service Agreement and this Agreement.

6.2 The terms of this Agreement shall apply to personal data in all its forms. It may be on paper, stored electronically, held on film, microfiche, or other media. It includes text, pictures, audio, and video. It covers information transmitted by post, by electronic means, and by oral communication, including telephone and voicemail. It applies throughout the lifecycle of the data from creation, collection, storage, utilization, to disposal. The terms of this Agreement apply to all officers, employees, and subcontractors of both Parties where they are performing their duties in relation to the Service Agreement.

7. **Purposes of Processing**

The SERVICE PROVIDER shall process the personal data only for the purposes listed in Annex A hereof.

Without the need of amending this Agreement, the PCC may at any time modify such list by written instructions to the SERVICE PROVIDER, which instructions the SERVICE PROVIDER undertakes promptly to implement in accordance with the Service Agreement and this Agreement.

The PCC may, at any time and upon written instructions to the SERVICE PROVIDER, require the SERVICE PROVIDER to process personal information of data subjects pursuant to and consistent with the following purposes:

- Comply with statutory and regulatory requirements, including directives, issuances by, or obligations of the PCC to any competent authority, regulator, supervisory body, enforcement agency, exchange, court, quasi-judicial body, or tribunal;
- Enable the PCC to exercise sound corporate governance over its businesses, ensure that risks arising therefrom are duly identified, measured, managed and mitigated, and to enhance risk assessment and prevent fraud;
- Enable the PCC to conduct audits or investigate a complaint or security threat;
- Other legitimate business purposes of the PCC;
- Establish, exercise, or defend the PCC's legal claims; and
- Fulfill any other purposes directly related to the above-stated purposes.

8. **Geographic Location of the Processing**

The personal data shall be processed by the SERVICE PROVIDER in the geographic location specified in Annex A hereof.

The SERVICE PROVIDER shall, at least within thirty (30) days prior to effecting any change/s in the geographic location, notify the PCC in writing of such intended change/s and provide reasonable proof that such change shall not adversely affect or compromise the technical, physical, and organizational security measures currently in place, nor the privacy rights of the data subjects.

The PCC reserves the right to immediately terminate the Service Agreement and/or this Agreement should the SERVICE PROVIDER fail to notify the PCC within the period stated, or in the PCC's discretion and assessment, fail to provide reasonable proof that such change

shall not adversely affect or compromise the technical, physical, and organizational security measures currently in place, nor the privacy rights of the data subjects.

9. **Obligations of the PCC**

The PCC hereby undertakes to:

9.1 Specify the persons and/or entities authorized to receive, access, process, and/or transmit the information obtained and processed by the SERVICE PROVIDER. The SERVICE PROVIDER is prohibited from disclosing any information to persons or entities not designated by the PCC.

9.2 Indemnify, defend, and hold harmless the SERVICE PROVIDER as well as its officers and employees from and against all liabilities, costs, expenses, damages and losses suffered or incurred by the SERVICE PROVIDER as a result of processing personal data where such processing is done in breach of this Agreement, provided that there is no negligence, willful misconduct, breach or violation on the part of the SERVICE PROVIDER.

10. **Obligations of the SERVICE PROVIDER**

Pursuant to the requirements of the DPA, the SERVICE PROVIDER hereby undertakes to:

10.1 Process the personal data only upon the documented instructions of the PCC, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;

10.2 Ensure that an obligation of confidentiality is imposed on persons authorized to process the personal data;

10.3 Implement appropriate security measures and comply with the DPA, its Implementing Rules and Regulations, and other issuances of the NPC;

10.4 Not engage another personal information processor without prior instruction from the PCC: Provided, that any such arrangement shall ensure that the same obligations for data protection under the contract or legal act are implemented, taking into account the nature of the processing;

10.5 Assist the PCC, by appropriate technical and organizational measures and to the extent possible, fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights;

10.6 Assist the PCC in ensuring compliance with the DPA, its Implementing Rules and Regulations, and other issuances of the NPC, taking into account the nature of processing and the information available to the SERVICE PROVIDER;

10.7 At the choice of the PCC, delete or return all personal data to the PCC after the end of the provision of services relating to the processing: Provided, that this includes deleting existing copies unless storage is authorized by the DPA or another law;

10.8 Make available to the PCC all information necessary to demonstrate compliance with the obligations laid down in the DPA, and allow for and contribute to audits, including inspections, conducted by the PCC or another auditor mandated by them;

10.9 Immediately inform the PCC if, in its opinion, an instruction infringes the DPA, its Implementing Rules and Regulations, and other issuances of the NPC; and

10.10 Report all available information to the PCC within twelve (12) hours from knowledge of, or reasonable belief that, a personal data breach or a security incident has occurred, and extend full cooperation to the PCC to enable the PCC to comply with its obligations under the DPA and issuances of the NPC, including but not limited to reporting to the NPC and notification of data subjects.

11. Security Obligations

Pursuant to its obligation to maintain the appropriate Technical, Physical, and Organizational Security Measures, the SERVICE PROVIDER warrants that, at a minimum, it shall have the following in place:

11.1 Organizational Security Measures

11.1.1 It has a designated data protection officer.

11.1.2 It has data protection policies that provides for organization, physical and technical security measures, considering the nature, scope, context, and purposes of the processing, as well as the risks posed to the rights and freedoms of data subject.

11.1.2.1 Its policies implemented data protection principles both at the time of the determination of the means for processing and at the time of the processing itself.

11.1.2.2 Its policies implement appropriate security measures that, by default, ensure only personal data which is necessary for the specified purpose of the processing are processed. It determines the amount of personal data collected, including the extent of processing involved, the period of their storage, and their accessibility.

11.1.2.3 Its policies provide documentation, regular review, evaluation, and updating of the privacy and security policies and practices.

11.1.3 It has maintained records that sufficiently describe its data processing system and identify the duties and responsibilities of those individuals who will have access to personal data. Records shall include:

11.1.3.1 Information about the purpose of the processing of personal data, including any intended future processing or data sharing;

11.1.3.2 A description of all categories of data subjects, personal data, and recipients of such personal data that will be involved in the processing;

11.1.3.3 General information about the data flow within the organization, from the time of collection, processing, and retention, including the time limits for disposal or erasure of personal data;

11.1.3.4 A general description of the organizational, physical, and technical security measures in place;

11.1.3.5 The name and contact details of each Party, its representative, the subcontractor (if applicable), and the compliance officer or Data Protection Officer, or any other individual or individuals accountable for ensuring compliance with the applicable laws and regulations for the protection of data privacy and security.

11.1.4 Its employees shall operate and hold personal data under strict confidentiality. This obligation shall continue even upon termination of the employee's employment.

11.2 Physical Security Measures

11.2.1 It has implemented policies and procedures to monitor and limit access to and activities in the room, workstation or facility, including guidelines that specify the proper use of and access to electronic media;

11.2.2 The design of its office space and workstations, including the physical arrangement of furniture and equipment, shall provide privacy to anyone processing personal data, taking into consideration the environment and accessibility to the public;

11.2.3 The duties, responsibilities and schedule of individuals involved in the processing of personal data are clearly defined to ensure that only the individuals actually performing official duties shall be in the room or workstation, at any given time;

11.2.4 It has implemented policies and procedures regarding the transfer, removal, disposal, and re-use of electronic media, to ensure appropriate protection of personal data;

11.2.5 It has implemented policies and procedures that prevent the mechanical destruction of files and equipment. The room and workstation used in the processing of personal data shall, as far as practicable, be secured against natural disasters, power disturbances, external access, and other similar threats.

11.3 Technical Security Measures

11.3.1 It has implemented safeguards to protect their computer network against accidental, unlawful or unauthorized usage, any interference which will affect data integrity or hinder the functioning or availability of the system, and unauthorized access through an electronic network;

11.3.2 It has the ability to ensure and maintain the confidentiality, integrity, availability, and resilience of their processing systems and services;

11.3.3 It performs regular monitoring for security breaches, and a process both for identifying and accessing reasonably foreseeable vulnerabilities in their computer networks, and for taking preventive, corrective, and mitigating action against security incidents that can lead to a personal data breach;

11.3.4 It has the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

11.3.5 It has a process for regularly testing, assessing, and evaluating the effectiveness of security measures;

11.3.6 It encrypts personal data during storage and while in transit, authentication process, and it has implemented other technical security measures that control and limit access.

12. **Retention, Destruction or Disposal of Personal Information**

12.1 The PCC may request the SERVICE PROVIDER to destroy, delete, or return to PCC all Personal Information and Sensitive Personal Information that the SERVICE PROVIDER received pursuant to this agreement. The SERVICE PROVIDER shall comply with the request within thirty (30) days from receipt of the written request, unless the SERVICE PROVIDER is required by law to maintain a copy of the information for a longer period.

12.2 Personal Information and Sensitive Personal Information in the custody of the SERVICE PROVIDER that requires disposal pursuant to the preceding provision shall be disposed of and/or discarded in a secure manner that would prevent further processing, unauthorized access, or disclosure to any other person or entity.

13. **Indemnification**

The SERVICE PROVIDER agrees to irrevocably, unconditionally, and fully indemnify and hold the PCC, its officers, employees, and agents, free and harmless from and against any and all claims, suits, actions or demands or losses, damages, costs and expenses including, without limiting the generality of the foregoing, attorney's fees and costs of suit that the PCC may face, suffer or incur by reason or in respect of:

- The SERVICE PROVIDER's or its sub-contractor's breach of any of the warranties and obligations set forth in this Agreement, regardless of the cause of such breach; or
- Any act, omission or negligence of the SERVICE PROVIDER or its sub-contractor that causes or results in the PCC being in breach of its obligations under the DPA.

13. **Rights of Data Subjects**

Each Party shall respect the following rights accorded to Data Subjects by the Data Privacy Act of 2012:

13.1 Right to be informed. Data subjects have the right to be informed whether personal data pertaining to them shall be, are being, or have been processed, including the existence of automated decision-making and profiling. This Agreement may be accessed by the Data Subject upon written request submitted to any of the Parties.

13.2 Right to object. Data subjects have the right to object to the processing of their personal data, including processing for direct marketing, automated processing or profiling. They may withhold consent to the processing in case of changes or any amendment to the information supplied or declared to the data subject.

13.3 Right to access. Data subjects have the right to request access to any of their personal data, subject to certain restrictions.

13.4 Right to rectification. Data subjects have the right to dispute the inaccuracy or error in the personal data and have the personal information controller correct it immediately and accordingly, unless the request is vexatious or otherwise unreasonable.

13.5 Right to erasure or blocking. Data subjects have the right to suspend, withdraw or order the blocking, removal or destruction of his or her personal data from the personal information controller's filing system.

13.6 Right to damages. Data subjects have the right to be indemnified for any damages sustained due to inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of personal data, taking into account any violation of the rights and freedoms of the data subject.

13.7 Right to lodge a complaint with the National Privacy Commission

14. **Communications Regarding Data Privacy Concerns**

For questions, requests, and notifications, communication may be directed to each Party's designated Data Protection Officer or his/her replacement or substitute.

15. **Governing Law**

This Agreement shall be governed, construed, and enforced in accordance with Philippine law, without regard to its conflict of laws rules.

16. **Dispute Resolution**

Any dispute in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, including the question as to whether the termination of this Agreement by one party hereto has been legitimate, arising from or related to this Agreement shall be notified in writing by one Party to the other, the Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to reach any agreement within sixty (60) days after negotiation begins, either Party may submit such a dispute in the appropriate courts of Quezon City, to the exclusion of all other venues.

17. **Separability**

If any clause, sentence, paragraph, section, or part of this Agreement shall be deemed to be inconsistent with the provisions of the DPA or other Philippine laws, rules, issuances, such determination shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives have hereunto set their signatures this _____day of_____*2025* at _____, Philippines.

For the Philippine Competition Commission:

Kenneth V. Tanate, PhD
Data Protection Officer
dpo@phcc.gov.ph
8 771 9722

For the Service Provider:

Contact Person
Position
Email address
Contact details

Witnessed By:

Jeson Q. de la Torre.
Director IV, Administrative Office
Philippine Competition Commission

Name
Position
Company Name

Annex A

DATA SHARING DETAILS

1. Subject Matter of Processing	Preparation and sharing of the database and information that contains the tracking details of the outgoing documents and relevant materials.
2. Duration of Processing	The Philippine Competition Commission ("PCC") shall store details and documents received from the _____("SERVICE PROVIDER") for 2 years. The SERVICE PROVIDER shall store information obtained from the PCC only for the duration of the Project.
3. Purpose(s)	• For the preparation of waybill numbers used for tracking deliveries and ensuring that the address is within the serviceable delivery area. • To ensure that the database of the Service Provider aligns with the monitoring records of PCC. • To stay updated on the status of the deliveries. • In compliance with and to perform the deliverables stated in the Service Agreement and Terms of Reference of the PCC
4. Categories of Data Subjects and Types of Personal Data	

Data Subject	Personal Data
Tracking details of the documents based on the Waybill Number *(To be disclosed by the Service Provider through their tracking website)*	Status of delivery Proof of delivery Receiver's Name and Relationship Return to Sender (RTS) Report Reason of RTS Number of attempts of delivery
Consignee *(To be disclosed by the PCC for processing by Service Provider)*	Full Name Position/Designation Agency/Institution Name Agency/Institution Type Agency/Institution Address Region Province Municipality Department Contact Number (Landline/Mobile) E-mail Address

5. Geographic Location of the Processing	(Company Name) (Address) Philippine Competition Commission AO-GSD Records Unit Office 25F Vertis North Corporate Center 1, North Avenue, Quezon City

Merchant's Representative/Authorized Signatory