



Republic of the Philippines
Department of Education
 REGION IV-A CALABARZON



PU-CO01-2024-86

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **CLIENT**.

-and-

BOY SCOUTS OF THE PHILIPPINES - BP INTERNATIONAL MAKILING, with principal address at Jamboree Site, University of the Philippines, Los Banos, Laguna, represented herein by its Authorized Sales Representative, **CARIZA FERNANDEZ-MILO**, hereinafter referred to as the **HOTEL COMPANY**.

W I T N E S S E T H

WHEREAS, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **“TRAINING OF ADDITIONAL TRAINERS FOR REGIONAL TRAINING OF DIVISION TRAINERS ON MATATAG CURRICULUM”** on **April 8-12, 2024**.

WHEREAS, the Approved Budget for the Contract (ABC) is **NINE HUNDRED TWENTY THOUSAND PESOS ONLY (Php920,000.00)**;

WHEREAS, pursuant to the Consolidated Guidelines for the Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex “H” in the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act No. 9184 states:

“i. Public-owned vis-a-vis privately-owned real property and venue.

It is preferred that government agencies lease publicly-owned real property or venue from other government agencies.

If there is an available publicly-owned real property or venue that complies with the requirements of the Procuring Entity, it may enter into a contract of lease with the government agency owner.

In the event that the Procuring Entity would resort to privately-owned real property or venue, the End-User unit shall justify that the same is more efficient and economical to the government.”

WHEREAS, the end-user prefers the Boy Scouts of the Philippines (BP International-Makiling), a publicly-owned venue for the conduct of their Training of Additional Trainers for Regional Training of Division Trainers on Matatag Curriculum since Boy Scouts of the Philippines (BP International – Makiling) has complete the facilities required for the conduct of the said workshop;

WHEREAS, pursuant to the Consolidated Guidelines for the Alternative Methods of Procurement, particularly paragraphs (b) and (c) of item V(D)(5), Annex “H” of the R-IRR of RA No. 9184 a Memorandum of Agreement may be entered into between the

08F/ROA/Pro1



Address: Gate 2, Karangalan Village, Cainta, Rizal
 Telephone No.: 02-8682-2114
 Email Address: region4a@deped.gov.ph
 Website: depedcalabarzon.ph



Certificate No. PHP QMS
 22 93 0085

procuring entity and the servicing agency subject to the following conditions and process:

“b) Conditions. *It is the general policy of the 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:*

i. Servicing Agency has the mandate to deliver the goods and services required to the procured or to undertake the infrastructure project or consultancy required by the Procuring Agency”

xxx

c) Procedure

xxx

iv. In case of approval, the HOPE shall enter into a Memorandum of Agreement (MOA) with the Servicing Agency.”

WHEREAS, the BAC through its Secretariat, initiated the procurement activity by requesting for quotation to **BOY SCOUTS OF THE PHILIPPINES (BP INTERNATIONAL-MAKILING)**.

WHEREAS, **BOY SCOUTS OF THE PHILIPPINES (BP INTERNATIONAL-MAKILING)** submitted its proposal in the amount of **NINE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED PESOS ONLY (Php915,400.00)** and that it has the mandate to deliver the service required by said proposal as well as it owns the function rooms, guest rooms, food and beverage services and other facilities required for the event and that it complies with all the required general conditions as provided for in RA No. 9184 – Government Procurement Reform Act and its Implementing Guidelines under the Agency-to-Agency Agreement (Sec. 53.5);

WHEREAS, after review and deliberation on the proposal, **BOY SCOUTS OF THE PHILIPPINES – BP INTERNATIONAL MAKILING** complied with re requirements. Its bid offer amounting to **NINE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED PESOS ONLY (Php915,400.00)**. Thus, **Hotel Company** is declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“TRAINING OF ADDITIONAL TRAINERS FOR REGIONAL TRAINING OF DIVISION TRAINERS ON MATATAG CURRICULUM”** on April 8-12, 2024 and has accepted a Bid of, **BOY SCOUTS OF THE PHILIPPINES- BP INTERNATIONAL MAKILING** for food and hotel accommodation in the sum of **NINE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED PESOS ONLY (Php915,400.00)**. (Hereinafter called “the Contract Price”).

NOW, THEREFORE, for and in consideration of the foregoing premises of the mutual covenants and provisions hereafter set forth the parties hereto have agreed and do hereby mutually agree as follows:

Section 1

Responsibilities of the Hotel Company

The **Hotel Company** shall:

1. Provide food and hotel accommodation on April 8-12, 2024 to the Ninety-two (92) participants of the **Client**;
2. Maintain that all of the services to be performed under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.

Section 2
Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Agrees that it shall be charged or billed the amount **ONE THOUSAND NINE HUNDRED NINETY PESOS ONLY (Php1,990.00)** per participant for the food and accommodation or the total amount of **NINE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED PESOS ONLY (Php915,400.00)** for the whole duration of the event;
3. Exercise strict discipline, close supervision and exclusive control and administration over its personnel in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the **Hotel Company** on the matter;

Section 3
Supervision and Control

The **Hotel Company** shall exercise strict discipline, close supervision and exclusive control and administration over its personnel in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the **Client** on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the **Client** shall exercise supervision and control over the participants.

Section 4
Liability to Personnel and Third Parties

The **Hotel Company** is NOT an agent or employee of the **Client** and the personnel to be assigned by the **Hotel Company** to the **Client** are in no sense employees of the latter as they are for all intents and purposes employees of the **Hotel Company**.

Accordingly, the **Client** shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

Section 5
Terms of Payment

The **Client** binds itself to pay the **Hotel Company** within thirty (30) days after the conclusion of the training/seminar. The **Hotel Company** hereby understands that the focal person must be the one responsible for the immediate processing of payments.

Section 6
Inclusions in the services

The **Hotel Company** shall provide for the following:

1. **Food**

Date	Inclusions	Rate	No. of Pax
April 8-11, 2024	Buffet Breakfast, AM Snack, Assisted Buffet Lunch, PM Snacks, & Assisted Buffet Dinner	Php1,990.00	92
April 12, 2024	Buffet Breakfast, AM Snack, Assisted Buffet Lunch & PM Snack,	Php1,990.00	92

a. Other concessions

1. Twin to triple sharing room (strictly single bed only);
2. One (1) big plenary hall that can accommodate 92 participants;
3. Three (3) breakout rooms that can accommodate 30-40 participants per room;
4. Two (2) serviceable/wireless microphones and complete sound system per breakout rooms;
5. At least three (3) whiteboards;
6. Two (2) LCD projectors and screens per breakout room;
7. Six (6) round group workshop tables per breakout room;
8. Unlimited coffee/tea/chocolate drink, water and candies setup per breakout room;
9. Fast and reliable internet connection (at least 50 mbps) per breakout room;
10. Accessible means of transportation for the participants;
11. Able and willing to ensure provisions for participants and guest with special conditions, breastfeeding moms, PWDs and during emergency situations;
12. With elevators if session halls and accommodations are in the higher floor/s; and
13. Responsive to safety and security requirements of the government.

Section 7

Use of Hotel Parking Space

The **Hotel Company** shall allow the use of its parking space to the participants free of charge.

Section 8

Termination of Contract

Any party may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

Section 9

Venue of Action

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No.

292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

Section 10
Warranty

The **Client** hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

Section 11
Other conditions of the contract

- a. In case of damage to the property of the participants of the **Client** caused by negligence of the personnel of the **Hotel Company**, the **Hotel Company** shall be liable for the damages;
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **Hotel Company**; and
- c. The **Hotel Company** shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of

05 APR 2024 at QUEZON CITY, Philippines.

Department of Education
Region IV-A CALABARZON

Boy Scouts of the Philippines-
(BP International Makiling)


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


CARIZA FERNANDEZ-MILO
Authorized Sales Representative

SIGNED IN THE PRESENCE OF:

Republic of the Philippines
_____ QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this

05 APR 2024
Name

Identification No.

Expiration Date

Atty. Alberto T. Escobarte DepEd Office ID No. 4529876 _____

Cariza Fernandez-Milo _____

who are 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 own free act and voluntary act and deed.

This instrument, consisting of six (6) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.


WITNESS MY HAND AND SEAL in the place and date above-written.

QUEZON CITY

05 APR 2024

Notary Public

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Book No. 106
Series of 2024.


ATTY. RUBEN M. AZAÑES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR NO. 5555119, QUEZON CITY
IBP NO. 384112, QUEZON CITY CHAPTER
Roll of Attorney's No. 46427
Admin Matter No. 025(2023-2024)
MCLE-VII-0018605-05-24-2022
TIN: 140-394-386-000
Bagong Lipunan Crame Q.C.