

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS

This Memorandum of Agreement (Agreement), dated JUL 25 2024, is made and entered into between:

THE PHILIPPINE COMPETITION COMMISSION (PCC), with office address at 25th Floor, Vertis North Corporate Center I, North Avenue, Quezon City, represented herein by its Executive Director, **KENNETH V. TANATE, Ph.D.**, and hereinafter referred to as “**PCC**”;

-and-

THE WEST VISAYAS STATE UNIVERSITY HOMETEL (WVSU HOMETEL), with office address at Luna Street, La Paz, Iloilo City, represented herein by its University Director of Resource Generation Program and Auxiliary Services, **Ma. Elfleda R. Ecube, Ph.D.**, and hereinafter referred to as “**WVSU Homotel**”.

The **PCC and WVSU Homotel** are each, at times, individually referred to in this Agreement as “**Party**,” and collectively, as “**Parties**”.

WITNESSETH

WHEREAS the PCC is an independent quasi-judicial body created by virtue of Republic Act No. 10667, also known as the Philippine Competition Act (PCA). It is primarily tasked with enforcing the State policy to enhance economic efficiency and promote free and fair competition in trade, industry, and all commercial economic activities;

WHEREAS the WVSU Homotel under the WVSU-University Resource Generation Program (WVSU-URGP) was created through the enactment of Republic Act 8292, also known as the Higher Education Modernization Act of 1987;

WHEREAS the PCC and WVSU will conduct the Local Orientation Seminars on the PCA and National Competition Policy under the Champions of Competition – Competition Local Advocacy Network (CLAN) Project (“Orientation”) pursuant to PCC Special Order No. 2024-02-28-02;

WHEREAS the WVSU Homotel in Lapaz, Iloilo City, has the mandate to deliver goods and services required by the PCC and has demonstrated absorptive capacity to successfully undertake the catering meals for the conduct of the Orientation;

WHEREAS the PCC has determined that resorting to an agency-to-agency agreement with WVSU Homotel is the most efficient and economical mode of procurement for catering

services for the Orientation; and the WVSU Homotel has agreed to provide the required facilities of this activity under the terms and conditions of this agreement; and

WHEREAS each Party has obtained all requisite approvals and has performed all actions necessary to authorize it to enter this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree to collaborate under the following terms and conditions:

1. Responsibilities of the PCC

The PCC shall undertake the following activities under this Agreement:

- a) Designate a focal person who shall be responsible for coordinating with WVSU Homotel on all matters pertaining to the administrative requirements of the Orientation;
- b) Provide WVSU Homotel with timely information regarding changes in the schedule and requirements of the Orientation, if any;
- c) Conduct meetings with WVSU Homotel regarding the conduct of the Orientation, as deemed necessary; and
- d) Coordinate with WVSU Homotel to facilitate the timely processing of payment for the catering services.

2. Responsibilities of the WVSU Homotel

The WVSU Homotel shall undertake the following activities under this Agreement:

- a) Designate a focal person who shall be responsible for coordinating with the PCC on all administrative matters pertaining to the conduct of the Orientation;
- b) Ensure that all food service requirements stated in the Technical Specifications are met, as agreed upon and as may be updated by the Parties;
- c) Conduct meetings with the PCC regarding the conduct of the Orientation, as deemed necessary; and
- d) Coordinate with the PCC on the submission of documentary requirements for the timely processing of payment for the provision of catering services.

3. Deliverables and Payment Scheme

- a) The deliverables of the WVSU Homotel's catering services for the Orientation will be based on the Technical Specifications (*Annex A*) agreed upon and as may be amended by the Parties.
- b) The approved budget for the catering services is **Seventy-Five Thousand and Seven Hundred Fifty Pesos (Php75,750.00)**, inclusive of all applicable government taxes and service charges. In case of additional participants and other incidental charges, the cost per participant will be charged accordingly based on the Technical Specifications (*Annex A*) duly signed by authorized representatives of the WVSU Homotel and the PCC.

c) The Parties agree that the payment shall be made according to the schedule below:

1. Fifty percent (50%) of the total payment within fifteen (15) business days after the conduct of the first run of the Orientation upon the issuance of the billing statement by the service provider and a Certificate of Satisfactory Service by the PCC.
2. Full payment within fifteen (15) business days after the conduct of the second run of the Orientation upon the issuance of the billing statement by the service provider and a Certificate of Satisfactory Service by the PCC.

4. Confidentiality

Both Parties shall observe and respect the data privacy rights of the data subjects and shall be bound by the Data Privacy Act of 2012. Thus, except as may otherwise be required or allowed by law, the Parties shall keep confidential and shall not, without prior written consent of the other and the data subject, divulge to any third party any documents, records, data, or other information of a confidential, private, or privileged nature arising from or in any way related to this Agreement, and furnished directly or indirectly by one Party to the other.

For purposes of this Agreement, information of a confidential, private, or privileged nature shall refer to any information disclosed by one Party to the other, which is labeled or designated as confidential, private, or of privileged nature by the disclosing Party or is determined as confidential, private, or privileged pursuant to relevant and applicable laws, rules, and regulations.

5. Notices

Any notice, request, or other communications given under, or in connection with the implementation or enforcement of this Agreement shall be in writing and sent to the concerned Party's Authorized Representative(s) through both of the following modes:

By courier or personal delivery to the addresses stated in this Agreement; and
By electronic mail to the following email addresses:

For the PCC: oed@phcc.gov.ph
trainings@phcc.gov.ph

For the WVSU Hometel: hometel@wvsu.edu.ph

or such other email address, as a Party may notify the other party by written notice sent in accordance with this Clause.

A notice is deemed to have been received at the time of the actual receipt if such notice is given by courier or personal delivery. If written notice is given by electronic mail,

the notice is deemed to have been received at the time of transmission of said electronic mail on a business day.

6. Authorized Representatives

The Parties hereby designate the following persons as their respective Authorized Representatives, who shall be responsible for the implementation or enforcement of this Agreement:

For the PCC: **Kenneth V. Tanate, Ph.D.**
Executive Director

For the WVSU Hometel: **Ma. Elfleda R. Ecube, Ph.D.**
Director, WVSU-URGP

Each Party may appoint focal persons as additional Authorized Representative(s) for the efficient implementation of this Agreement. Any change in the designated Authorized Representative(s) of each Party shall be (i) notified immediately to the other Party; and (ii) deemed effective upon the other Party's receipt of said notice.

7. Effectivity

This Agreement shall become effective as of date of signing by the Parties and shall continue in force until (i) the Undertakings provided in Clauses 2 and 3 hereof have been delivered to and accepted by the PCC, and (ii) the payment of the Total Cost in accordance with Clause 3 hereof has been made by the PCC, unless sooner terminated by the Parties in accordance with Clause 9 hereof.

8. Limitations of Liability

The Parties shall neither be held responsible nor liable for any loss or damage arising out of or by reason of claims, demands, suits, costs, losses and damages arising out of the implementation of this Agreement, except when the loss or damage is caused by bad faith or gross negligence amounting to bad faith committed by the respective officers or agents of the Parties in the performance of their respective official duties and responsibilities. Should a suit be commenced against any of the Parties, their officers or agents with respect to any obligation arising out of this Agreement, they shall be indemnified for any and all liabilities, losses, claims, demands, damages, deficiencies, costs and expenses of whatsoever kind and nature that may arise in connection with the exercise of their powers and performance of their duties and functions, as may be provided by their respective charters, or internal rules and regulations.

9. Termination

Either Party, through their respective Authorized Representatives, may terminate this Agreement in whole or in part, at any time for causes that violate the provisions of this

Agreement or non-delivery of the commitments thereof. Other causes of termination may include the existence of conditions determined to cause the Agreement implementation to be economically, financially, or technically impractical and/or unnecessary, such as but not limited to fortuitous event/s or changes in law and national government policies.

This Agreement may be terminated by any of the Parties by service of a written notice of termination fifteen (15) calendar days before the date of the intended termination, in accordance with Clause 6 thereof. Said termination by either Party shall become effective after the lapse of fifteen (15) calendar days following the receipt of such written notice by the other Party.

10. Reservation of Privileges and Immunities

The activities carried out by the Parties on the basis of this Agreement shall be without prejudice to the respective privileges and immunities of each Party, which are specifically reserved, and which may be invoked at any time.

11. Liquidated Damages

In case of delay in the delivery of expected service, the PCC shall, without prejudice to its other remedies under this contract and under applicable laws, deduct from the contract price as liquidated damages, the applicable rate of at least one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay, in addition to other damages the PCC may be entitled to. Once the cumulative number of liquidated damages reaches ten percent (10%) of the amount of the contract price, the PCC reserves the right to rescind or terminate the contract, without prejudice to other courses of action and remedies available to it under the circumstances.

12. Legal Effect

For the avoidance of doubt, nothing in this Agreement limits the powers or constitutes a waiver of the statutory functions or powers of either Party.

13. Dispute Settlement

~~o~~ The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement. Should the said amicable settlement fail, the same shall be resolved in accordance with Section 66, Chapter 14, Book IV of Executive Order No. 292, otherwise known as the "Revised Administrative Code of 1987," in relation to P.D. 242 dated 07 July 1973, and Department of Justice Administrative Order No. 121 dated 25 July 1973. y

14. Amendments

Any revisions, amendments, repeals, and supplements to this Agreement shall be made upon mutual written agreement by the Parties.

15. Separability

If any one of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

16. Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. 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 hereto have caused this Agreement to be signed by their duly authorized representatives on the date and place first above written.

For the Philippine Competition Commission

By:



KENNETH Y. TANATE Ph.D.
Executive Director

For the WVSU Homotel

By:

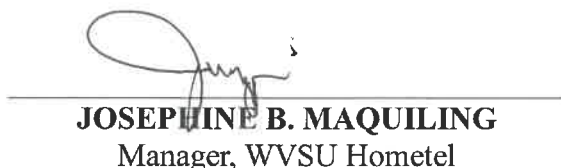


MA. ELFLEDA R. ECUBE Ph.D.
Director

Witnessed By:



INAH GENEVE T. MANGILIN
Division Chief, PCC CKMO-CBAD



JOSEPHINE B. MAQUILING
Manager, WVSU Homotel

REPUBLIC OF THE PHILIPPINES)
) S.S.

ACKNOWLEDGMENT

Before me, a Notary Public for and in the City of **QUEZON CITY**, this **JUL 25 2024**, personally appeared the following:

| Name | Competent Evidence of Identity | Date/ Place Issued |
|-----------------------------------|--------------------------------|--------------------|
| KENNETH V. TANATE, Ph.D. | UMID 10-006-0100-6833-7 | |
| MA. ELFLEDA R. ECUBE Ph.D. | WVSN - ID 000158 | 3/21/2023 WVSN |

Known to me or identified by me through competent evidence of identity to be the same persons who executed the foregoing Memorandum of Agreement consisting of eight (8) pages, including the annexes and the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary acts and deeds, as well as that of their respective principals.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

Doc. No. 1916
Page No. 54
Book No. 1
Series of 2024

ATTY. RUBEN MAZANES, JR.
NOTARY PUBLIC
Commission No. NP-825 (2023-2024)
VALID UNTIL DECEMBER 31, 2024
2A³rd Avenue, BAGONG LIPUNAN NG CRAME QUEZON CITY
IBP No. 384112 1/1/2024 - Qc
PTR No. 5555119 1/2/2024 - Qc
MCLE Compliance No. VII-0018605
Attorney's Roll No. 46427



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID



CRN-006-0100-6433-7

Surname: TANATE

Given Name: KENNETH

Central Name: VERZOSA

Sex: MALE
Date of Birth: 11/08/08

Juan Verza

Address:
66 BELGARD ST. OF NORES HOLY
SPIRIT QUEZON CITY METRO MANILA
PHL 1100



DATE OF BIRTH **October 23, 1969** BLOOD TYPE **O**
ADDRESS **123-F E. Lopez St., Jaro, Iloilo City**
TIN NO: **192-004-485** GSIS NO: **2001547840**

| | |
|---------|--|
| Name | Gloria R. Ecube |
| Address | 123-F E. Lopez St., Jaro, Iloilo City |
| Tel No: | 09082488057 |

Date issued: **03/21/2023**


EMPLOYEE'S SIGNATURE


JOSELITO F. VILLALUZ, M.D., Ph.D., FPPS
SUC President IV

This card must be surrendered to administration upon separation from service.







TECHNICAL SPECIFICATIONS

PROVISION OF CATERING SERVICES FOR THE CONDUCT OF WEST VISAYAS STATE UNIVERSITY LOCAL ORIENTATION SEMINAR ON THE PHILIPPINE COMPETITION ACT (PCA) AND NATIONAL COMPETITION POLICY (NCP) UNDER THE CHAMPIONS OF COMPETITION-COMPETITION LOCAL ADVOCACY NETWORK (CLAN) PROJECT

I. RATIONALE

The Philippine Competition Commission (PCC), through its Communications and Knowledge Management Office-Capacity Building and Advocacy Division (CKMO- CBAD), has launched its strategic initiative, the Champions of Competition Program, last FY 2023. One of the component projects is the Competition Local Advocacy Network (CLAN), which aims to increase knowledge of the PCC's mandate among stakeholders in areas outside the National Capital Region.¹

The PCC has entered into a three-year Partnership Agreement (PA) with West Visayas State University (WVSU) on 28 November 2023. Under the PA, the WVSU CLAN Training Team will conduct orientation seminars on the Philippine Competition Act (PCA) and the National Competition Policy (NCP), while the PCC shall provide food during the activity. The training team has proposed to conduct their orientation seminar on 24 July 2024.

II. PARTICIPANTS, SCHEDULE, AND VENUE

| Schedule | | Number of Pax |
|-------------------|----------------|---|
| First Run | 26 July 2024 | 75 pax (including participants, facilitators, and secretariat) |
| Second Run | 02 August 2024 | 75 pax (including participants, facilitators, and secretariat) |
| Total | | 150 pax |

The venue for the event would be at West Visayas State University, La Paz, Iloilo City on both runs.

¹ PCC's Concept Note on the Champions of Competition Program FY 2022-2024.



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III. SCOPE OF WORK AND JOB SPECIFICATIONS

A. Availability and Location

- Must be able to provide Catering Services on the abovesaid schedule at WVSU.
- The winning bidder shall provide catering services for 150 pax: 75 pax for the first run (26 July) and 75 for the second run (02 August); and
- Serve lunch and snacks in a setup specified in the Service Requirements below.

B. Meal and Service Requirement

- Snacks and Buffet lunch for 150 pax: 75 pax for the first run (26 July) and 75 pax for the second run (02 August)

| MEAL | SETUP |
|-------------------------------|---|
| Lunch | Meals to include at least one (1) soup, one (1) vegetable dish, two (2) meat dishes (chicken/pork, and beef), rice, and dessert to be served at the venue. -Drinks, one round of iced tea or fruit juice during lunch and snacks -Set-up banquet tables and chairs for 90 pax with excess of 10% of the total number for contingency (supplier's own) |
| Snacks AM and PM Snacks | Plated servings of one (1) heavy meal (pasta, savory bread, etc.) with one (1) type of finger food (e.g. chicken lollipop, <i>lumpiang shanghai</i> , etc.) and one round of iced tea or fruit juice for 150 pax. |

- Allot time for ingress at least (1-2) hours before the program starts at 8:00 AM;
- Setup of free-flowing coffee and tea throughout the function hall, with provision for water station, including appropriate and sufficient glasses and cups;
- Proposed menu must be submitted to the PCC for selection and approval;
- Set-up at least one (1) managed buffet station;
- Provision of appropriate glassware/ceramic ware and flatware to be used during meals both for the plated and buffet set-up;
- Provision of well-arranged and covered setup with clean and presentable linen; and

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- Provision of floor cover for the buffet station to protect the permanent carpet flooring from food and beverage spillage, ensuring cleanliness of buffet area all the time.
- Provide adequate staff to set up food, utensils, banquet table, and at least two (2) uniformed waiters to assist in the distribution of food during the activity;
- Secure entrance permit/s from WVSU, if necessary;
- Ensure food safety and the quality of the food to be served;
- Egress immediately after the program at 3:30 PM; and
- Ensure proper cleanup of garbage after the activity.

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is computed at **Seventy-five Thousand Seven Hundred and Fifty Pesos (Php75,750.00)** guaranteed in this Technical Specifications, and inclusive of all applicable government taxes and service charges. In the case of additional participants, cost per participant will be charged accordingly. However, the total additional cost shall not exceed ten percent (10%) of the original contract price in accordance with Annex D of the revised IRR of R.A. 9184.

V. MODE OF PROCUREMENT

The mode of procurement shall be Negotiated Procurement (Agency-to-Agency) pursuant to the provisions of Republic Act (RA) No. 9184 and its Revised Implementing Rules and Regulations (RIRR).

VI. PAYMENT SCHEME

Payment shall be made to the provider according to the schedule below:

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| Schedule | Percent of Contract Amount |
|---|----------------------------|
| Payment within fifteen (15) business days after the conduct of the first run on 26 July 2024 upon the issuance of the billing statement by the Service Provider and a Certificate of Satisfactory Service by PCC. | 50% |
| Payment within fifteen (15) business days after the conduct of the second run on 02 August 2024 upon the issuance of the billing statement by the Service Provider and a Certificate of Satisfactory Service by PCC. | 50% |
| | 100% |

VII. REBOOKING AND REFUND POLICY

Reservation dates can be amended within three (3) months from the original dates in the event of any of the following inevitable circumstances and emergency cases at least three (3) days prior to the arrival at the venue:

- Fortuitous events (e.g. natural disasters)
- Sickness and other medical emergencies
- Other important meetings/engagements requiring the presence of PCC officials.

VIII. LIQUIDATED DAMAGES


Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to one-tenth of one percent (0.001) of the cost of underperformed portion for every day of delay. If the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC reserves the right to rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.


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IX. DISPUTE AGREEMENT/RESOLUTION

In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in order of application. The venue of proceedings shall be in Quezon City, Philippines.

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; and any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.

| | |
|---|--------------|
| Approved by: | |
|  <small>Arnold Tenorio (Jul 19, 2024 15:13 GMT+8)</small> | |
| Arnold Roy D. Tenorio | |
| Acting Director IV, PCC-CKMO  | |
| Date: | 19 July 2024 |

| | |
|--|---|
| Conforme: |  |
| JOSEPHINE B. MAQUILING | |
| Name and Signature of Authorized Representative | |
| HOMTEL/CAFETERIA MANAGER | |
| Designation | |
| WEST VISAYAS STATE UNIVERSITY | |
| Company | |
| Date | |
| 7/19/24 | |

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ANNEX A

| Particulars | NAME OF SERVICE PROVIDER | |
|--|-------------------------------------|------------|
| | Availability (Mark with "X") | Remarks |
| A. Availability | | |
| - Able to provide catering services on 26 July 2024 and 02 August 2024. | X | |
| - Provide catering services for 150 persons. <i>Specific number of pax per run varies. Please refer to Section II.</i> | X | |
| B. Food Services Requirement | | |
| - Provision of lunch, snacks, and drinks as specified in the TOR | X | |
| - Setup of free-flowing coffee and tea throughout the function hall, with provision for water station, including appropriate and sufficient glasses and cups; | X | |
| - Proposed menu must be submitted to PCC for selection and approval; | X | |
| - Set-up at least one (1) managed buffet station; | | |
| o Provision of appropriate glassware/ceramic ware and flatware to be used during meals both for the plated and buffet set-up; | X | |
| o Provision of well-arranged and covered setup with clean and presentable linen; and | X | |
| o Provision of floor cover for the buffet station to protect the permanent carpet flooring from food and beverage spillage, ensuring cleanliness of buffet area all the time | | tile floor |
| - Provide adequate staff to set up food, utensils, banquet table and at least two (2) uniformed waiters to assist in the distribution of food during the activity; | X | |
| - Secure entrance permit/s from the West Visayas State University, if necessary; | X | |
| - Ensure food safety and the quality of the food to be served; and | X | |
| - Ensure proper cleanup of garbage after the activity | X | |

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| | | |
|--|--|--|
| <p>C. Payment Scheme</p> <p>Payment shall be made to the provider according to the schedule below: 50% - Payment within fifteen (15) business days after the conduct of the first run on 26 July 2024 upon issuance of the billing statement by the Service Provider and a Certificate of Satisfactory Service by PCC. 50% - Payment within fifteen (15) business days after the conduct of the second run on 02 August 2024 upon issuance of the billing statement by the Service Provider and a Certificate of Satisfactory Service by PCC.</p> | | |
| <p>FINANCIAL PROPOSAL</p> <p>The ABC is computed at Seventy-five Thousand Seven Hundred and Fifty Pesos (Php75,750.00) for the number of participants for both runs guaranteed in this TOR, and inclusive of all applicable government taxes and service charges. In the case of additional participants, cost per participant will be charged accordingly. However, the total additional cost shall not exceed ten percent (10%) of the original contract price in accordance with Annex D of the revised IRR of R.A. 9184.</p> | | |

Conforme: 

JOSEPHINE B. MAQUILING
 Name and Signature of Authorized Representative

HOMETEL/CAFETERIA MANAGER
 Designation

WEST VISAYAS STATE UNIVERSITY
 Company

 Date

7/25/24

