

Contract date 27

FRAMEWORK AGREEMENT
Procurement of Catering Services for the Second
Semester of FY 2025
NO. 2025-04-126

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between the DEPARTMENT OF EDUCATION, Regional Office IX, with Office address at Regional Government Center, Balintawak, Pagadian City, Philippines, represented by RUTH L. FUENTES, CESO III, Regional Director, herein now referred to as the "FIRST PARTY".

and

PAGADIAN BAY PLAZA HOTEL, represented herein by its Authorized Representative MS. MARY ANN C. PAALISBO with Office address at Gatas District, Pagadian City, hereinafter referred to as the "SECOND PARTY"

WITNESSETH, that:

WHEREAS, FIRST PARTY decided to use Framework Agreement on its procurement project "Procurement of Catering Services for the Second Semester of FY 2025 under a Single-Year Framework Agreement".

WHEREAS, this agreement is for the potential purchase of goods determined to be necessary and desirable to address and satisfy the needs of the FIRST PARTY but by its nature, use or characteristics, the quality and/or exact time of need cannot be accurately pre- determined;


WHEREAS, the FIRST PARTY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by the FIRST PARTY; and

WHEREAS, the SECOND PARTY which passed the eligibility screening conducted by the FIRST PARTY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I

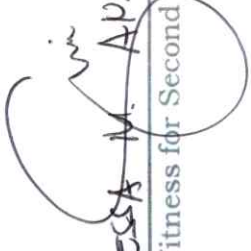
1. This Framework Agreement is an option contract. The FIRST PARTY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with the FIRST PARTY. The SECOND PARTY may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made an integral part thereof.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:


WARENY. INDOC
Witness for First Party

Digitally signed
5/27/2025

RUTH L. FUENTES, CESO III
First Party


MS. MARY ANN C. PAALISBO
Second Party


JESSA M. APSAG
Witness for Second Party


WARREN Y. INDOC
Witness for First Party

- a. The SECOND PARTY's Bid, Including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from the FIRST PARTY's bid evaluation;
- b. The Framework Agreement List and the Technical Specifications;
- c. The General Conditions of the Contract;
- d. The Special Conditions of the Contract;
- e. The performance Security or Performance Securing Declaration;
- f. The Procuring Entity's Notice to Execute Framework Agreement;
- g. Mini Compensation, when necessary; and
- h. Call-Offs;

Digitally signed
5/27/2025

RUTH L. FUENTES, CESOS III
First Party

4. This Agreement shall take effect upon the Service Provider's receipt of the Notice to Proceed (NTP) and shall remain in force until December 31, 2025, or until the total maximum quantity specified in the Framework Agreement has been fully consumed—whichever comes first. If the remaining quantity is insufficient to support a single full activity, such quantity shall be deemed unusable, and the Framework Agreement shall be considered completed. The effective period shall be reckoned from the issuance of the first Call-Off, unless earlier terminated by mutual agreement of both parties. The duration of each individual contract issued under a Call-Off shall be subject to the specific terms and conditions set forth therein.

5. Without prejudice to the provisions of applicable laws, rules and guidelines, the agreement shall automatically terminate when the total maximum quantity specified in this Framework Agreement has been exhausted.

6. For the consideration of one peso (Php1.00) the FIRST PARTY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of a Call-Off and the SECOND PARTY commits to deliver the goods and perform the services subject to the conditions of the Call-Off.

7. No limit in the number of Call-Offs may be executed by the FIRST PARTY, however, i) subsequent Call-Offs shall not exceed the maximum quantity in the Framework Agreement List; ii) the fixed contract prices rule shall be observed; and iii) all executed Call-Offs shall not exceed the total contract price.

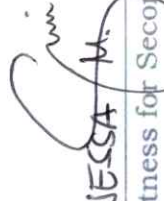
8. The terms and conditions of a purchase per Call-Off shall be governed by the Call-Off terms and conditions under Section VI. Schedule of Requirements and all the applicable provisions provided in the Bidding Documents, the General Conditions of Contract and those specified under the Special Conditions of the Contract.

9. Payment shall be done per activity basis corresponding to the goods delivered and accepted per activity in accordance with the submitted price schedule and in accordance with prevailing accounting and auditing rules and regulations.

10. Failure to deliver the required goods/items within the time called for in the contract, SECOND PARTY shall be disqualified to participate in FIRST PARTY's future procurement activities. This is without prejudice to the imposition of other sanctions prescribed under RA9184 and its IRR;

11. In consideration of the contract price Call-Off, SECONDARY PARTY hereby covenants to provide all of the incidental and additional services as specified in


MS. MARY ANN C. PAALISBO
Second Party


JESSA M. ANSAG
Witness for Second Party

WARENY. INDOC

Witness for First Party

Digitally signed
5/27/202

RUTH L. FUENTES, CESO III

First Party

MS. MARY ANN C. PAALISBO

Second Party

JESCA H. YAPSAG

Witness for Second Party

Section VI Schedule of Requirements, and should be in accordance with the terms and/or specifications indicated herein or otherwise contemplated by the parties;

12. No provision of this Contract may be modified, waived or discharged unless such modification., waiver or discharge is agreed and signed by both parties in writing.

13. FIRST PARTY reserves the right to inspect the premises of the SECOND PARTY to ensure that food is prepared in the most hygienic conditions. Compliance with the Food and Safety Act of 2013 and DFA Advisory No. 2015-066 shall at all times be observed by the SECOND PARTY.

14. Failure to deliver/perform within the agreed period, including any time extension, will make the SECOND PARTY liable to the FIRST PARTY for liquidated damages at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion of the total amount of the items ordered per Call-Off for every day of delay. Once the cumulative amount of the liquidated damages reaches ten percent (10%) of the total amount of the items ordered per Call-Off, FIRST PARTY may rescind the contract without prejudice to other course of action and remedies open to it.

14.1 The FIRST PARTY, through its authorized personnel, shall have the right to conduct unannounced and random inspections of the SECOND PARTY's:

- Food preparation areas, kitchens, and commissaries
- Utensils, containers, and other food-handling equipment
- Food storage areas and waste management facilities
- Delivered meals/products during actual events
- Sanitary permits and health clearances of food handlers

14.2 Quality and Sanitation Standards

- All food items provided must be safe, hygienic, and fit for human consumption, and must not be expired, spoiled, or contaminated.
- Utensils and equipment must be clean, sanitized, and food-grade, and stored in hygienic conditions to prevent contamination.
- All food handlers must wear proper attire, including gloves and hairnets, and must undergo regular medical examinations as required by PD 856.

14.3 Non-compliance or findings of unsanitary conditions or food safety violations shall be subject to the following graduated sanctions:

- First Offense
Issuance of written warning and requirement to submit a Corrective Action Plan (CAP) within 3 working days. No payment shall be made for rejected or unsafe food deliveries.
- Second Offense
Imposition of 5% deduction from the current Call-Off billing and a suspension of participation in Call-Offs for up to 14 calendar days. Re-inspection required before resuming service.
- Third Offense

Termination of the Framework Agreement for default, and blacklisting for a period of one (1) year, pursuant to RA 9184 IRR Rule XVII, Section 69.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this 27th day of May 2025, at Pagadian City, Philippines.



Digitally signed by Legaspi Ruth Fuentes
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Reason: I am the author of this document
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Date: 2025.05.27 15:26:23+08'00'

RUTH L. FUENTES, CESO III

First Party 



MS. MARY ANN C. PAALISBO

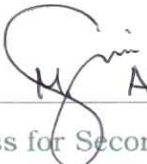
Second Party

SIGNED IN THE PRESENCE OF:



WARREN V. INDOC

Witness First Party



JESSA M. ANSAG

Witness for Second Party

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Pagadian City, Philippines, this 27th day of May, 2025, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, PhilHealth..IDs)

NAME	NUMBER	ISSUED ON	ISSUED AT
<u>RUTH L. FUENTES, CESO III</u>	_____	_____	_____
<u>MS. MARY ANN C. PAALISBO</u>	_____	_____	_____

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a Contract consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left hand margin of each and every page hereof.

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

Doc. No. 652
Page No. 30
Book No. XIV
Series of 2025



ATTY. REINERIO B. RAMAS
Notary Public
Until December 31, 2025
Roll of Attorney's No. 29316
BP OR NO. 495027; 1/2/2025
PTR No. 40554051 1/2/2025
Pagadian City Zamboanga del Sur

WARREN Y. INDOC
Witness for First Party

Digitally signed
5/27/2025
RUTH L. FUENTES, CESO III
First Party

MS. MARY ANN C. PAALISBO
Second Party

JESSA P. ARSAG
Witness for Second Party



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

**NOTICE TO EXECUTE FRAMEWORK AGREEMENT
FOR DEPED RO-IX CATERING SERVICES FOR THE
SECOND SEMESTER OF FY 2025**

May 23, 2025

MARY ANN C. PAALISBO
Operations Manager
PAGADIAN BAY PLAZA HOTEL
Gatas District, Pagadian City

Madam:

After conducting the post-qualification and evaluation on May 22, 2025, the Regional Bids and Awards Committee (RBAC) IX has determined your bid as the Single Calculated and Responsive Bid for the “Procurement of Catering Services for the Second Semester of FY 2025 under a Single-Year Framework Agreement”, this NOTICE TO EXECUTE FRAMEWORK AGREEMENT (NEFA) for the items below:

Item No.	DESCRIPTION		Unit	QTY	UNIT COST	TOTAL COST
1	Catering Services (Framework Agreement)	Breakfast	PAX	3,600	125.00	450,000.00
		AM/PM Snacks	PAX	11,000	95.00	1,045,000.00
		Lunch/Dinner	PAX	9,100	298.00	2,711,800.00
Total: (Php)						4,206,800.00

In this connection, you are hereby directed to submit your Performance Security together with the signed copy of this NEFA and the Framework Agreement herein attached. Failure to sign and return these documents within five (5) calendar days may result in the cancellation of the award and forfeiture of bid security.

Very truly yours,


RUTH L. FUENTES, CESO III
Regional Director

Digitally signed by Logaspi Ruth Fuentes
DN: CN=Logaspi Ruth Fuentes,
SERIALNUMBER=012BN0045dcS, O
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Reason: I am the author of this document
Location:


Mary Ann C. Paalisbo

May 26, 2025



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

NOTICE TO PROCEED

May 28, 2025

MARY ANN C. PAALISBO
Operations Manager
PAGADIAN BAY PLAZA HOTEL
Gatas District, Pagadian City

Madam:

The attached Contract Agreement having been approved, notice is hereby given to PAGADIAN BAY PLAZA HOTEL that work may commence relative to the “Procurement of Catering Services for the Second Semester of FY 2025 under a Single-Year Framework Agreement”, effective from the date of receipt hereof.

Accordingly, you are responsible for the provision of goods and ancillary services under the terms and conditions of the Contract and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below. Kindly return the original copy to the DepEd RO IX, Regional Government Center, Balintawak, Pagadian City.

Very truly yours,


RUTH L. FUENTES, CESO III
Regional Director

Digitally signed by Legaspi Ruth Fuentes
DN: CN=Legaspi Ruth Fuentes,
SERIALNUMBER=012BN0045dcS, O=DepEd Regional Office IX, C=PH
Reason: I am the author of this document
Location:
Date: 2025.05.28 15:06:28+08'00'

Conforme:

Signature over Printed name

Date: May 28 2025



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

BAC RESOLUTION NO. 2025-04-126

RESOLUTION DECLARING THE LOWEST CALCULATED AND RESPONSIVE
BIDDER AND RECOMMENDING AWARD OF CONTRACT FOR THE
PROCUREMENT OF CATERING SERVICES FOR THE SECOND SEMESTER OF
FY 2025 UNDER A SINGLE-YEAR FRAMEWORK AGREEMENT

WHEREAS, the Bids and award Committee of the Department of Education Region IX, Zamboanga Peninsula posted the Invitation to Bid for the “Procurement of Catering Services for the Second Semester of FY 2025 under a Single-Year Framework Agreement” with a total Approved Budget for the Contract (ABC) of Five Million Five Thousand Pesos (Php 5,005,000.00) in the Philippine Government Electronic Procurement System (PhilGEPS) and DepEd RO-IX websites and in a conspicuous place at the premises of DepED RO-IX;

WHEREAS, Supplemental Bulletins were issued to amend provisions in the Bidding Documents;

Supplemental Bulletin No.	Subject	Date
1	Corrigendum to Section I. Invitation to Bid	May 9, 2025
2	Addendum to Section VII. Technical Specifications	May 9, 2025
3	Corrigendum to Section VII. Technical Specifications	May 9, 2025

WHEREAS, the opening of bids conducted on May 20, 2025 resulted in:

BIDDER	Abstract of Bid as Read
WYNNS SIZZLER GRILL & CATERING SERVICES	Php 4,340,500.00
HOTEL GUILLERMO	Php 4,305,500.00
KOK TZI DEVELOPMENT INC. (CHANDLER SUITES)	Php 4,516,100.00
PAGADIAN BAY PLAZA HOTEL	Php 4,206,800.00

WHEREAS, the evaluation of bid conducted on May 21, 2025 resulted in:

BIDDER	Abstract of Bid as Calculated
PAGADIAN BAY PLAZA HOTEL	Php 4,206,800.00
HOTEL GUILLERMO	Php 4,305,500.00
WYNNS SIZZLER GRILL & CATERING SERVICES	Php 4,340,500.00
KOK TZI DEVELOPMENT INC. (CHANDLER SUITES)	Php 4,516,100.00



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

WHEREAS the BAC, based on the examination, validation and verification of the eligibility, technical and financial requirements conducted by the Technical Working Group (TWG), had determined PAGADIAN BAY PLAZA HOTEL with the Lowest Calculated and Responsive Bid;

NOW, THERERFORE, WE, the members of the Bids and Awards Committee, hereby RESOLVED as it is hereby RESOLVED;

- To declare PAGADIAN BAY PLAZA HOTEL as the Bidder with the Lowest Calculated and Responsive Bid, and;
- To recommend the award of Contract for the procurement of "*Procurement of Catering Services for the Second Semester of FY 2025 under a Single-Year Framework Agreement*" in favor of PAGADIAN BAY PLAZA HOTEL in the amount of Four Million Two Hundred Six Thousand Eight Hundred Pesos (PHP 4,206,800.00).

RESOLVED, at the BAC Office, Regional Government Center, Balintawak, Pagadian City this May 22, 2025.

I HEREBY CERTIFY THE CORRECTNESS OF THE AFOREMENTIONED RESOLUTION.



region9@deped.gov.ph
(062) 945-3329 | 09482076710 | 09152475207
www.depedro9.info | www.ro9-deped.com
www.facebook.com/DEPEDREGION9
Pres. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, 7016

Doc. Ref. Code	RO-ORD-F001	Rev	00
Effectivity	09.06.2023	Page	2 of 3



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Republic of the Philippines
Department of Education
REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

I HEREBY CERTIFY THE CORRECTNESS OF THE AFOREMENTIONED RESOLUTION.

Prepared by:

JERRY M. IJIRANI
RBAC Secretariat

PROVISIONAL MEMBER:

EDGARDO D. GAVENIA
End-User Representative

TWG:

SHULAMITE GRACE A. BLANCO
Training/Board & Lodging

REGULAR MEMBERS:

ALHADZMAR A. LANTAKA, EdD
RBAC Vice Chairman

LUCMAN L. MANUPAC, EdD
RBAC Member

ATTY. TRIxie MARCEL H. PENALES
RBAC Member

JHONIE D. GUMILAO
RBAC Member

Recommending Approval:

DR. GREGORIO CYRUS R. ELEJORDE, CESO V
RBAC Chairman

APPROVED: _____
DISAPPROVED: _____

RUTH L. FUENTES, CESO III
Regional Director

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BAC RESOLUTION NO. 2025-04-126



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