



PROJECT: Procurement of Catering Services (Framework Agreement) (Rebid)
CONTRACT NO.: 2024-AdmS6(001)-BIV-CB022a-C260

FRAMEWORK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this SEP 27 2024 day of _____, 2024 by and between:

The **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, **ATTY. PETER IRVING C. CORVERA**, as per Office Order OO-OSEC-2024-188, dated 9 August 2024 and Office Order OO-OSEC-2024-189, dated 9 August 2024 (hereinafter referred to as "**DEPED**");

-And-

AICEE CATERING FOOD SERVICES a duly registered entity existing under the laws of the Philippines with postal address at Blk 5 Lot 6 Corvette St. Thunderbird Subd. Camarin, Caloocan City, represented herein by its Authorized Representative, **ACEREIL V. BASCO**, (hereinafter referred to as "**AICEE**"). **DEPED** and **AICEE** are collectively called "**PARTIES**".

WITNESSETH, that

WHEREAS, DEPED and **AICEE** wish to enter in a framework agreement which will enable **DEPED**, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with **AICEE** for some or all of the Services of the type describe in the Framework Agreement List.

WHEREAS, the terms and conditions of this Agreement shall apply to the comprehensive repair and maintenance services to be provided by **AICEE** under any Call-Off.

MOA - JTD - DEA - JSA - GLC

ATTY. PETER IRVING C. CORVERA
 DEPED
 ACEREIL V. BASCO
 AICEE's Witness
 S. M. F. O. J. A.
 DEPED's Witness

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of **DEPED** but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

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

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

NOW, THEREFORE, premises considered, the parties hereby agree as follows:

Article I GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. **DEPED** is given the option to either purchase the identified items in the Framework Agreement List or not to purchase at all. The discretion to exercise the option falls solely with **DEPED**. **AICEE** 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 and integral part thereof.
3. The following documents shall form part of the Agreement and will have the same force and effect as if expressly set out in the body of this Agreement:
 - a) **AICEE's** bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - b) Resolution to Award No. 2024-AdmS6(001)-BIV-CB-0229 dated Aug 2, 2024 and its Annexes;
 - c) Notice of Execute Framework Agreement (NEFA);
 - d) Schedule of Requirements;
 - e) The Framework Agreement List and Technical Specifications;
 - f) General and Special Conditions of the Contract;
 - g) Performance Security or Performance Securing Declaration;

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MA - JD - DE - JY - SA - GLC

ACERIL V. BASCO
AICEE
AICEE's Witness

Dios Pardo R. M. Pardo
DEPED's Witness

Peter Irving C. Corvera
DEPED

- h) Call-Offs; and
- i) Bid Bulletin No. 1 dated June 27, 2024.

**Article II
DURATION**

The term of this Agreement shall be rendered by **AICEE** at Baguio Teachers Camp within **three hundred sixty-five (365) Calendar Days** from the date of receipt of the **Notice to Proceed (NTP)**, or the total maximum amount of **PHILIPPINES PESOS THIRTY-NINE MILLION, SEVEN HUNDRED, SIXTY THOUSAND and 00/100 (PhP39,760,000.00) specified in the Framework Agreement** has been exhausted, **whichever comes first**, unless sooner revoked by both parties, rescinded by **DEPED** upon reaching the maximum threshold on liquidated damages, and/or when the total maximum amount specified in the Framework Agreement List has been exhausted.

**Article III
CONSIDERATION**


For the consideration of **PHILIPPINE PESOS THIRTY-NINE MILLION, SEVEN HUNDRED, SIXTY THOUSAND and 00/100 (PhP39,760,000.00) ONLY**, the **DEPED** has the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and **AICEE** commits to deliver the goods and perform the services subject to the conditions of the Call-off.


**Article IV
PERFECTION OF PROCUREMENT CONTRACT**

The Framework Agreement being an option contract, a procurement contract is perfected only when the **DEPED** exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off.

**Article V
OBLIGATION TO ANSWER A CALL-OFF**

Once the **DEPED** issues a Call-off, **AICEE** is bound to deliver the goods or perform the services identified at the same time and date specified in the Call-off.


 JULIE ANN VILLANUEVA
 AICEE's Witness


 ACEREIL V. BASCO
 AICEE



 PETER IRVING C. CORVERA
 DEPED's Witness


 ATTY. PETER IRVING C. CORVERA
 DEPED

Failure on the part of **AICEE** to deliver the goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

**Article VI
TERMS AND CONDITIONS**

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by the Procuring Entity and all relevant issuances of the GPPB.


ACEREIL V. BASCO
AICEE
AICEE's Witness


DEPED's Witness


ATTY. PETER IRVING C. CORVERA
DEPED

MA - JID - DEA - JY SA - GLC

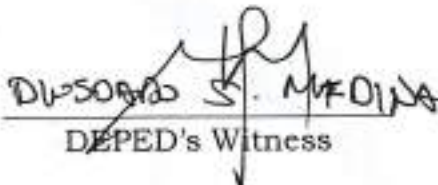
IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ATTY. PETER IRVING C. CORVERA
Undersecretary
Head of Procuring Entity
DEPED


ACEREIL V. BASCO
Authorized Representative
AICEE Catering Food Services

SIGNED IN THE PRESENCE OF:


DUOSARDO S. MEDINA
DEPED's Witness


AICEE Catering Food Services's
Witness

CERTIFIED FUNDS AVAILABLE:


BLESSING KITH D. MACABIO
Accountant II
Chief Accountant

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY,
Philippines, this ____ day of 27 SEP 2024 2024 personally appeared:

NAME

ATTY. PETER IRVING C. CORVERA
Undersecretary,
Head of Procuring Entity
DEPED

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

License No.
FO3-89-052203

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

ATTY. NEIL TAVANIT ALBOPERA
NOTARY PUBLIC

Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 135780 / Pasig City/01 -02-2024
IEP No. 325407; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634-4229

Doc. No. 6 ;
Page No. 9 ;
Book No. XII ;
Series of 2024.

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in **QUEZON CITY**,
Philippines, this ____ day of **SEP 27 2024** 2024 personally appeared.

NAME
A. V.
ACEREL V. BASCO
Authorized Representative
AICEE Catering Food Services

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

LICENS# NO.
N02-21-000763

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

Doc. No. 867;
Page No. 81;
Book No. 71;
Series of 2024.

NOTARY PUBLIC
[Signature]
ATTY. LORENZO S. DANIPOG
NOTARY PUBLIC
UNTIL DEC. 31, 2024
Roll No. 27779
IBP No. 445945; 03/12/2024 IBP C.O.
PTR No. 5660714; 03/11/2024 Q.C.
MCLE Compliance VII-0025704 Valid Until 4/14/2025