



**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.

ACEREIL V. BASCO / AICEE's Witness  
 ACEREIL V. BASCO / AICEE  
 S. K. P. E. D. / DEPED's Witness  
 DEPED  
 ATTY. PETER IRVING C. CORVERA / DEPED

**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 an 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. \_\_\_\_\_ dated \_\_\_\_\_ 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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*[Signature]*  
JULIO ANTONIO MALLANIVARA  
AICEE's Witness  
**ACEREL V. BASCO**  
AICEE

*[Signature]*  
Dios Dado R. Medina  
DEPED's Witness

*[Signature]*  
**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**

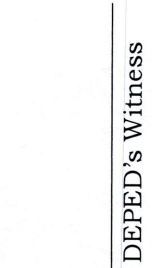
Once the **DEPED** issues a Call-off, **AICEE** is bound to deliver the goods or perform the services identified at the same time and date specified in the Call-off.

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 JULIE ANN VILLANUEVA  
 AICEE's Witness

  
 ACEREIL V. BASCO  
 AICEE


  
 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.

  
AICEE's Witness

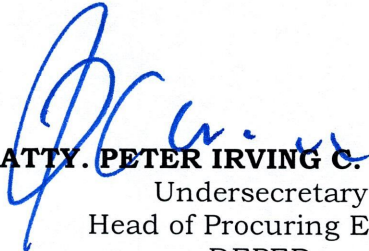
  
**ACEREIL V. BASCO**  
AICEE


  
DEPED's Witness

  
**ATTY. PETER IRVING C. CORVERA**  
DEPED

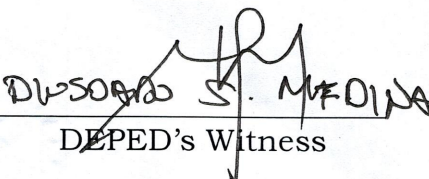
**IN WITNESS** whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

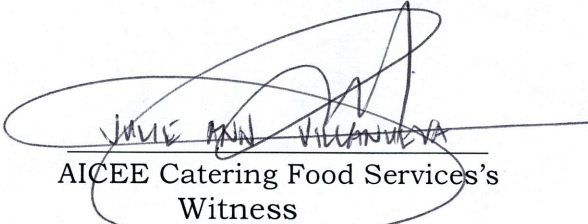
*SIGNED, SEALED AND DELIVERED BY:*

  
**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:*

  
**DULSORIO S. MEDINA**  
DEPED's Witness

  
**JULIE ANN VILLANUEVA**  
AICEE Catering Food Services's  
Witness

*CERTIFIED FUNDS AVAILABLE:*

  
**BLESSING KITH D. MACABIO**  
*Accountant, OIC*  
Chief Accountant

REPUBLIC OF THE PHILIPPINES)  
PASIG CITY (METRO MANILA) S.S

**ACKNOWLEDGMENT**

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

**NAME**

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

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

License No.

F03-89-052203

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 TALAANGIT ALBOPERA**  
NOTARY PUBLIC

Until December 31, 2025

Pasig City and in the Municipality of Pateros, Metro Manila

PTR No. 1357580 / Pasig City/01 -02-2024

IBP No. 325487; 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. 3 ;  
Book No. XXII ;  
Series of 2024.

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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*  
**ACEREL V. BASCO**  
Authorized Representative  
AICEE Catering Food Services

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

LICENSE NO.  
ND2-21-000763

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. 467;  
Page No. 92;  
Book No. 71;  
Series of 2024.

NOTARY PUBLIC  
*[Signature]*  
**ATTY. LORENZO S. DANIPOG**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2024  
Roll No. 27779  
IBP No. 445915; 03/12/2024 IBP C.O.  
PTR No. 5950714; 03/11/2024 Q.C.  
MCLE Compliance VII-0025704 Valid Until 4/14/2025