

**PROCUREMENT OF CATERING SERVICES FOR FY
2026 THROUGH A SINGLE - YEAR FRAMEWORK
AGREEMENT - ZAMBOANGA CITY
NO. 2025-10-347**

WARREN Y. INDOC
Witness for First Party

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

ZAMBOANGA SEAFOOD HOUSE, represented herein by its Proprietor, ATTY. FLORENCIO M. LIONG, JR. with Office address at Governor Ramos Extension, San Roque, Zamboanga 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 FY 2026 Through a Single-Year Framework Agreement - Zamboanga City".

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:

RUTH L. FUENTES, CESO III
First Party

ATTY. FLORENCIO M. LIONG, JR.
Second Party

Nancy Mito
Witness for Second Party

WARREN V. 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;

RUTH L. FUENTES, CESO III
First Party

4. This Agreement shall commence upon receipt of the Notice to Proceed (NTP) by the Service Provider and shall remain in effect until December 31, 2026, or until the total maximum quantity specified in the Framework Agreement has been fully consumed - whichever comes first. In the event that the allocation for a particular meal type (e.g., breakfast, lunch, dinner, or snacks) has been exhausted while allocations for other meal types remain available, DepEd RO IX may authorize the reallocation or adjustment of the remaining quantities or amounts among the different meal types to maximize utilization of the total contract amount.

Such reallocation shall be based on the corresponding unit cost or amount of each meal type to ensure proper valuation and consistency with approved rates.

5. Once the total contract amount or quantity has been fully consumed, or upon the lapse of the contract period, whichever comes first, the Framework Agreement shall be deemed completed.

In cases where the remaining allocation is insufficient to cover the requirements of any additional activity or Call-Off, even if there are unutilized amounts in certain meal categories, the Framework Agreement shall likewise be considered completed and no further Call-Offs shall be issued.

ATTY. FLORENCIO M. LIONG, JR.
Second Party

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.

Witness for Second Party

WARREN Y. INDOC
Witness for First Party

RUTH L. FUENTES, CESO III
First Party

ATTY. FLORENCIO M. LIONG, JR.
Second Party

Witness for Second Party

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 RA 12009 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 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.

15. The Procuring Entity, through its authorized personnel, reserves the right to conduct unannounced inspections of the Supplier's facilities and operations to ensure compliance with food safety, hygiene, and quality standards. These inspections may include, but are not limited to, the following:

- 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.

16. The Procuring Entity reserves the right to inspect the premises of the Supplier to ensure that all food is prepared under the most hygienic and sanitary conditions, in compliance with applicable health and safety regulations.

16.1 The Procuring Entity may, at its discretion, require laboratory tests on any food item(s) as necessary. All testing costs shall be borne by the Supplier.

16.2 The Supplier shall present valid Sanitary Permits for the food establishment and Health Certificates or regulatory permits of all food handlers upon request by DepEd RO IX for monitoring and compliance purposes.

- 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

16.3 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.

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

- **First Offense**
Issuance of a written warning and requirement to submit a Corrective Action Plan (CAP) within three (3) working days. No payment shall be made for rejected or unsafe food deliveries.
- **Second Offense**
Imposition of a five percent (5%) deduction from the current Call-Off billing and suspension of participation in Call-Offs for up to fourteen (14) calendar days. Re-inspection shall be required prior to resumption of service.
- **Third Offense**
Termination of the Framework Agreement for default, and blacklisting for a period of one (1) year, pursuant to Rule XXI, IRR of R.A. 12009.

17. The PARTIES shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the PARTIES in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this 6 day of Jan, 2026, at Zhaga City, Philippines.

RUTH L. FUENTES, CESO III
First Party

ATTY. FLORENCIO M. LIONG, JR.
Second Party

SIGNED IN THE PRESENCE OF:

WAREN Y. INDOC
Witness First Party

Noray mltw
Witness for Second Party

WARREN T. INDOC
Witness for First Party

RUTH L. FUENTES, CESO III
First Party

ATTY. FLORENCIO M. LIONG, JR.
Second Party

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 6 day
of Jan., 2026, personally appeared:

NAME	Competent Proof of Identity	Issued by/on/Valid Until
RUTH L. FUENTES, CESO III		
ATTY. FLORENCIO M. LIONG, JR.	SSS# 07-12354623	

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.

Notary Public

Doc. No. _____

Page No. _____

Book No. _____

Series of 2026



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

NOTICE TO EXECUTE FRAMEWORK AGREEMENT

January 5, 2026

ATTY. FLORENCIO M. LIONG, JR.
Proprietor
ZAMBOANGA SEAFOOD HOUSE
San Roque, Zamboanga City

Sir:

After conducting the post-qualification and evaluation on November 17, 2025, the Regional Bids and Awards Committee (RBAC) IX has determined your bid as the Lowest Calculated and Responsive Bid for the "Procurement of Catering Services for FY 2026 Through a Single-Year Framework Agreement - Zamboanga City". Accordingly, this Notice to Execute Framework Agreement (NEFA) is hereby issued for the following items:

(NEFA) is hereby issued for the following items:						
Item No.	DESCRIPTION		Unit	QTY	UNIT COST	TOTAL COST
1	Catering Services	Breakfast	PAX	2,025	195.00	394,875.00
		AM/PM Snacks	PAX	6,000	100.00	600,000.00
		Lunch/Dinner	PAX	5,700	350.00	1,995,000.00
Total: (Php)						2,989,875.00
hereby directed to submit your Performance						

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 cancelation of the award and forfeiture of bid security.

Very truly yours,


RUTH L. FUENTES, CESO III
Regional Director

Conforme:


ATTY. FLORENCIO M. LIONG JR.
Roll No. 51432
IBP Lifetime No. 05830: May 10, 2006

Jan. 5, 2026
Date



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

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

NOTICE TO PROCEED

January 7, 2026

ATTY. FLORENCIO M. LIONG, JR.
Proprietor
ZAMBOANGA SEAFOOD HOUSE
San Roque, Zamboanga City

Sir:

The attached Contract Agreement having been approved, notice is hereby given to ZAMBOANGA SEAFOOD HOUSE that work may commence relative to the "Procurement of Catering Services for FY 2026 Through a Single-Year Framework Agreement - Zamboanga City", 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, CES0 III
Regional Director

Conforme:


ATTY. FLORENCIO M. LIONG, JR.
Proprietor
Sign: Zamboanga Seafood House
Date: Jan. 7, 2026



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