

# CONTRACT AGREEMENT

THIS AGREEMENT made the 3 day of DEC 2023 between Department of Education-Division of Sagay City of the Philippines (hereinafter called "the Entity") of the one part and **Geronimo Sportswear and General Merchandise** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Supply and Delivery of Science and Mathematics Equipment (SME) Packages for Grades 7-10 (CPB-13-2023)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Seven Hundred Forty-Seven Thousand Six Hundred Forty-Eight Pesos (PHP 747,648.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. **Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **Seven Hundred Forty-Seven Thousand Six Hundred Forty-Eight Pesos (PHP 747,648.00)** or such other sums as may be ascertained, **Geronimo Sportswear and General Merchandise** agrees to supply and deliver the goods in accordance with its Bid.
4. The Department of Education-Division of Sagay City agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

  
**JENNIFER GERONIMO**  
Proprietress

for:

Geronimo Sportswear and  
General Merchandise

REPUBLIC OF THE PHILIPPINES )  
 )  
 )  
 )  
 ) S.S.  
CITY OF PROVINCE OF BULACAN

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in PROVINCE OF BULACAN, Philippines, this     day of DEC 13 2023, 2023, personally appeared:

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

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>JENNIFER GERONIMO</u>	<u>PRC 0035764</u>	<u>Sept. 15, 1995</u>	<u>Sampaloc M/9.</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 two (2) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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. 068  
Page No. 015  
Book No. 015  
Series of 2023

*Kyle Jorrel A. NEM SINGH*  
**ATTY. KYLE JORREL A. NEM SINGH**  
NOTARY PUBLIC FOR BULACAN  
ADMIN MATTER NO. PNC-08-MB-2023  
ROLL NO. 68139  
IBP LIFETIME NO. 016321; BULACAN CHAPTER  
PTR NO. 0183550; 3 JANUARY 2023; BULACAN  
MCLE NO. VII-0017068 VALID UNTIL 14 APRIL 2025  
NOTARIAL COMMISSION VALID UNTIL 31  
DECEMBER 2024

*MARSETTE D. SABBALUCA*  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

*JENNIFER GERONIMO*  
**JENNIFER GERONIMO**  
Proprietress

for:

Geronimo Sportswear and General Merchandise

# CONTRACT AGREEMENT

DEPED Legal Office

THIS AGREEMENT made the 06 NOV 2023 day of 20 between Department of Education-Division of Sagay City of the Philippines (hereinafter called "the Entity") of the one part and **Ang Design Studios, Inc.** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Supply and Delivery of Office Supplies for the Implementation of 2023 NLC and other EOSY Break Activities Supporting the NLRP Grade 4-6 & Grade 9-12 (CPB-12-2023)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Hundred One Thousand One Hundred Thirty Seven Pesos and Fifty Centavos (PHP 101,137.50)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. **Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **One Hundred One Thousand One Hundred Thirty Seven Pesos and Fifty Centavos (PHP 101,137.50)** or such other sums as may be ascertained, **Ang Design Studios, Inc.** agrees to supply and deliver the goods in accordance with its Bid.
4. The Department of Education-Division of Sagay City agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

  
**MARSETTE B. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

  
**LIVINGSTONE L. ANG**  
President

for:

Ang Design Studios, Inc.

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF \_\_\_\_\_ ) S.S.

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this 06 NOV 2023 day of \_\_\_\_\_, 2023, personally appeared:

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

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>LIVINGSTONE L. ANG</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 two (2) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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.

*[Signature]*  
**ATTY. MARYGOLD G. LEMONCITO**  
Notary Public  
For the Cities of Bacolod, Talisay & Silay and the Mun. of Murcia  
Don Salvador Benedicto, Negros Occidental  
NP#010-24, Valid until December 31, 2024  
PTR O.R. No. 9376643, 01/03/2023, Bacolod City  
\*CLE Compliance VII No. 0015162 until 04/14/2023  
\*Lifetime Member No. 12053  
\*Roll of Attorney No. 41990  
Talisay City, Negros Occidental

Doc. No. 308  
Page No. 62  
Book No. 73  
Series of WR7

*[Signature]*  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

*[Signature]*  
**LIVINGSTONE L. ANG**  
President

for:

Ang Desing Studios, Inc.

**CONTRACT AGREEMENT**

26 OCT 2023

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Department of Education-Division of Sagay City of the Philippines (hereinafter called "the Entity") of the one part and **Four J Office Supplies** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Supply and Delivery of Printers and Inks for the Implementation of 2023 NLC and other EOSY Break Activities Supporting the NLRP Grade 4-6 & Grade 9-12 (CPB-11-2023)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Two Hundred Thirty-Four Thousand Pesos (PHP 1,234,000.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. **Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **One Million Two Hundred Thirty-Four Thousand Pesos (PHP 1,234,000.00)** or such other sums as may be ascertained, **Four J Office Supplies** agrees to supply and deliver the goods in accordance with its Bid.
4. The Department of Education-Division of Sagay City agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

  
**JUNAMIE A. PARADELA**  
Proprietress

for:

Four J Office Supplies









REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF BACOLOD CITY ) S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in BACOLOD CITY, Philippines, this      day of OCT 26 2023, 2023, personally appeared:

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

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>JUNAMIE A. PARADELA</u>	<u>310-804-752</u>	<u>NOV. 14, 2017</u>	<u>MANILA</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 two (2) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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.

  
**ATTY. HENRY B. TANOSO, J.D., Ch. E.**  
NOTARY PUBLIC NO. 0074-24 UNTIL DECEMBER 31, 2024  
Notary Public  
TGNB 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024  
Notary Public  
Gatuslao Street, Bacolod City  
PTR OR NO. 9076809, 1/4/2023, BACOLOD CITY  
IBP LIFETIME OR NO. 543504, BACOLOD CITY, 2/20/02  
ROLL NO. 38138, MANILA CITY, JUNE 5, 1992  
TIN NO. 150-792-948  
MCLE COMPLIANCE NO. VII-0024105  
EMAIL ADD.: hbtanoso@yahoo.com.ph

Doc. No. 244  
Page No. 49  
Book No.       
Series of 2023

  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

  
**JUNAMIE A. PARADELA**  
Proprietress

for:

Four J Office Supplies

## Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between the **Department of Education – Division of Sagay City** of the Philippines with office address at Sitio Chloe, Brgy. Rizal, Sagay City, Negros Occidental, represented herein by its Office of the Schools Division Superintendent and Head of Procuring Entity, Marsette D. Sabbaluca, CESO VI, and hereinafter referred to as the “THE PROCURING ENTITY”.

and

**Kapis Development Corporation (Kapis Mansions and Forest Park Restaurant)**, a duly registered entity existing under the laws of the Philippines, with postal address at Brgy. Taculing, Bacolod City, Negros Occidental, represented by its authorized representative, Ireene Joy De Asis, hereinafter referred to as the “THE SUPPLIER”,

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project **Procurement of Board and Lodging Services for Division Rollout on HOTS Professional Learning Packages for Grade 7 & 8 Mathematics, Science, & English Teachers (Framework Agreement) (CPB-10-2023)**;

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

WHEREAS, THE PROCURING ENTITY 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 PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, 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 GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY 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 PROCURING ENTITY. THE SUPPLIER 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

  
Witness

  
Supplier

  
Witness

  
Owner

and integral part thereof

3. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Framework Agreement List and the Technical Specifications;
- (c) the General Conditions of Contract;
- (d) the Special Conditions of Contract;
- (e) the Performance Security or Performance Securing Declaration;
- (f) the Procuring Entity's Notice to Execute Framework Agreement;
- (g) Mini Competition, when necessary; and
- (h) Call-Offs.

**Article II  
DURATION**

The term of this Agreement shall be from January 1, 2023 to December 31, 2023 unless sooner revoked by both parties.

**Article III  
CONSIDERATION**

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER 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 PROCURING ENTITY 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 PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver 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.

  
Witness

  
Supplier

Witness

  
Owner

**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 all Procuring Entity and all relevant issuance of the GPPB.

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, delivered by Marsette D. Sabbaluca, CESO VI the Office of the Schools Division Superintendent and Head of Procuring Entity of the Department of Education-Division of Sagay City.

Signed, sealed, delivered by Ireene Joy De Asis, the authorized representative of Kapis Development Corporation (Kapis Mansions and Forest Park Restaurant).

  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

  
**IREENE JOY DE ASIS**  
Authorized Representative

for:

Department of Education-Division of Sagay City  
Restaurant)

for:

Kapis Development Corporation  
(Kapis Mansions and Forest Park

\_\_\_\_\_  
Witness

  
LOVELY B. DALLEs  
\_\_\_\_\_  
Witness

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF SAGAY CITY ) S.S.

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in SAGAY CITY, Philippines, this 13 day of OCT 2023, 2023, personally appeared:

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

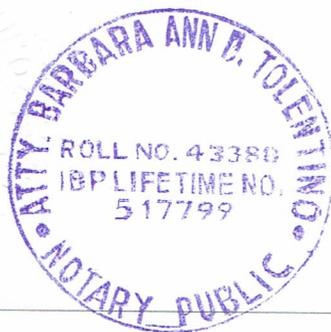
	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>IREENE JOY DE ASIS</u>	<u>402-747-604</u>	<u>7/29/2015</u>	<u>Bacolod City</u>

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 four (4) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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. 025  
Page No. 005  
Book No. CXI  
Series of 7027



*[Signature]*  
ATTY. BARBARA ANN D. TOLENTINO  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
FOR AND IN THE CITIES OF SAGAY CITY  
CORNER AE NABAYAN MANSAYAS STS.,  
PUBLACION 2, SAGAY CITY, NEG. OCC.  
NOTARIAL COMMISSION NO. 21-0005  
ROLL NO. 43380  
IBP LIFETIME NO. 517799  
PTR NO. 2556266  
SAGAY CITY

*[Signature]*  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent  
Office of the Schools Division Supt.

for:

Department of Education-Division of Sagay City

*[Signature]*  
**IREENE JOY DE ASIS**  
Authorized Representative

for:

Kapis Development Corp. (Kapis Mansions  
and Forest Park Restaurant)

## Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between the **Department of Education – Division of Sagay City** of the Philippines with office address at Sitio Chloe, Brgy. Rizal, Sagay City, Negros Occidental, represented herein by its Office of the Schools Division Superintendent and Head of Procuring Entity, Marsette D. Sabbaluca, CESO VI, and hereinafter referred to as the “THE PROCURING ENTITY”.

and

**Kapis Development Corporation (Kapis Mansions and Forest Park Restaurant)**, a duly registered entity existing under the laws of the Philippines, with postal address at Brgy. Taculing, Bacolod City, Negros Occidental, represented by its authorized representative, Ireene Joy De Asis, hereinafter referred to as the “THE SUPPLIER”,

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project **Procurement of Board and Lodging Services for Division Rollout on HOTS Professional Learning Packages for Grade 9 & 10 Mathematics, Science, & English Teachers (Framework Agreement) (CPB-09-2023)**;

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

WHEREAS, THE PROCURING ENTITY 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 PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, 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 GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY 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 PROCURING ENTITY. THE SUPPLIER 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

*[Signature]*  
Witness

*[Signature]*  
Supplier

Witness

*[Signature]*  
Owner

and integral part thereof

3. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Framework Agreement List and the Technical Specifications;
- (c) the General Conditions of Contract;
- (d) the Special Conditions of Contract;
- (e) the Performance Security or Performance Securing Declaration;
- (f) the Procuring Entity's Notice to Execute Framework Agreement;
- (g) Mini Competition, when necessary; and
- (h) Call-Offs.

**Article II  
DURATION**

The term of this Agreement shall be from January 1, 2023 to December 31, 2023 unless sooner revoked by both parties.

**Article III  
CONSIDERATION**

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER 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 PROCURING ENTITY 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 PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver 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.

  
Witness

  
Supplier

Witness

  
Owner

**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 all Procuring Entity and all relevant issuance of the GPPB.

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, delivered by Marsette D. Sabbaluca, CESO VI the Office of the Schools Division Superintendent and Head of Procuring Entity of the Department of Education-Division of Sagay City.

Signed, sealed, delivered by Ireene Joy De Asis, the authorized representative of Kapis Development Corporation (Kapis Mansions and Forest Park Restaurant).

  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

  
**IREENE JOY DE ASIS**  
Authorized Representative

for:

for:

Department of Education-Division of Sagay City  
Restaurant)

Kapis Development Corporation  
(Kapis Mansions and Forest Park

\_\_\_\_\_  
Witness

  
**LOVELY B. DAELLES**  
\_\_\_\_\_  
Witness

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF SAGAY CITY ) S.S.

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in SAGAY CITY, Philippines, this OCT 13 2023 day of 2023, personally appeared:

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

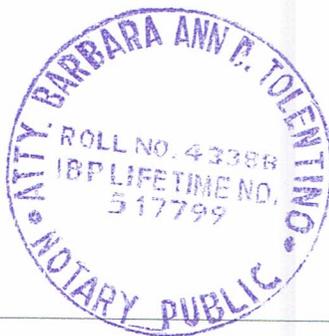
	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod</u>
City				
SUPPLIER	<u>IREENE JOY DE ASIS</u>	<u>492-749-614</u>	<u>7/29/2015</u>	<u>DAVULOD CITY</u>

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 four (4) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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. 027  
Page No. 005  
Book No. CXII  
Series of 2023



*[Signature]*  
ATTY. BARBARA ANN TOLENTINO  
Notary Public  
UNTIL DECEMBER 31, 2023  
FOR AND IN THE CITIES OF SAGAY  
CORNER AE MARARON DIASAYSAY STS.,  
POBLACION 2, SAGAY CITY, NEG. OCC.  
NOTARIAL COMMISSION NO. 21-0005  
ROLL NO. 43388  
IBP LIFETIME NO. 517799  
PTR NO. 556266  
SAGAY CITY

*[Signature]*  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent  
Office of the Schools Division Supt.

for:

Department of Education-Division of Sagay City

*[Signature]*  
**IREENE JOY DE ASIS**  
Authorized Representative

for:

Kapis Development Corp. (Kapis Mansions  
and Forest Park Restaurant)

## Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between the **Department of Education – Division of Sagay City** of the Philippines with office address at Sitio Chloe, Brgy. Rizal, Sagay City, Negros Occidental, represented herein by its Office of the Schools Division Superintendent and Head of Procuring Entity, Marsette D. Sabbaluca, CESO VI, and hereinafter referred to as the “THE PROCURING ENTITY”.

and

**Kapis Development Corporation (Kapis Mansions and Forest Park Restaurant)**, a duly registered entity existing under the laws of the Philippines, with postal address at Brgy. Taculing, Bacolod City, Negros Occidental, represented by its authorized representative, Ireene Joy De Asis, hereinafter referred to as the “THE SUPPLIER”,

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project **Procurement of Board and Lodging Services for NQESH cum Enhancement Training of NQESH Category B and C Qualifiers (Framework Agreement) (CPB-08-2023)**;

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

WHEREAS, THE PROCURING ENTITY 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 PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, 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 GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY 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 PROCURING ENTITY. THE SUPPLIER 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

*[Signature]*  
Witness

*[Signature]*  
Supplier

Witness

*[Signature]*  
Owner

and integral part thereof

3. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Framework Agreement List and the Technical Specifications;
- (c) the General Conditions of Contract;
- (d) the Special Conditions of Contract;
- (e) the Performance Security or Performance Securing Declaration;
- (f) the Procuring Entity's Notice to Execute Framework Agreement;
- (g) Mini Competition, when necessary; and
- (h) Call-Offs.

**Article II  
DURATION**

The term of this Agreement shall be from January 1, 2023 to December 31, 2023 unless sooner revoked by both parties.

**Article III  
CONSIDERATION**

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and performe 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 PROCURING ENTITY 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 PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver 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.

  
Witness

  
Supplier

  
Witness

  
Owner

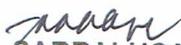
**Article VI  
TERMS AND CONDITIONS**

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

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, delivered by Marsette D. Sabbaluca, CESO VI the Office of the Schools Division Superintendent and Head of Procuring Entity of the Department of Education-Division of Sagay City.

Signed, sealed, delivered by Ireene Joy De Asis, the authorized representative of Kapis Development Corporation (Kapis Mansions and Forest Park Restaurant).

  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

  
**IREENE JOY DE ASIS**  
Authorized Representative

for:

Kapis Development Corporation  
(Kapis Mansions and Forest Park Restaurant)

\_\_\_\_\_  
Witness

  
**LOVEL B. DACLES**  
\_\_\_\_\_  
Witness

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF SAGAY CITY ) S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in SAGAY CITY, Philippines, this 01 13 2023 day of October, 2023, personally appeared:

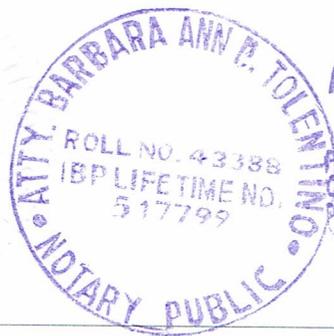
GOVERNMENT ISSUED IDENTIFICATIONS  
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>IREENE JOY DE ASIS</u>	<u>492-747-614</u>	<u>7/29/2015</u>	<u>BACOLOD CITY</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 four (4) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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  
**ATTY. BARBARA ANN TOLENTINO**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
FOR AND IN THE CITIES OF SAGAY  
CORNER AE MARANON MABSAYSAY STS.,  
POB. ACION 2, SAGAY CITY, NEG. OCC,  
NOTARIAL COMMISSION NO. 21-0005  
ROLL NO. 43388  
IBP LIFETIME NO. 517799  
PTR NO. 2556266  
SAGAY CITY

Doc. No. 024  
Page No. 005  
Book No. CXI  
Series of 2023

MARSETTE D. SABBALUCA  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

IREENE JOY DE ASIS  
**IREENE JOY DE ASIS**  
Authorized Representative

for:

Kapis Development Corp. (Kapis Mansions and Forest Park Restaurant)

# CONTRACT AGREEMENT

DEPED Legal Office 

THIS AGREEMENT made the 09 OCT 2023 day of 20 between Department of Education-Division of Sagay City of the Philippines (hereinafter called "the Entity") of the one part and **MFR Marketing** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Supply and Delivery of Office Supplies for the Implementation of 2023 NLC and other EOSY Break Activities Supporting the NLRP (CPB-06-2023)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Six Hundred Sixty Nine Thousand Seven Hundred Thirty Six Pesos (PHP 1,669,736.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. **Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **One Million Six Hundred Sixty Nine Thousand Seven Hundred Thirty Six Pesos (PHP 1,669,736.00)** or such other sums as may be ascertained, **MFR Marketing** agrees to supply and deliver the goods in accordance with its Bid.
4. The Department of Education-Division of Sagay City agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

  
**FELMA YU RENGEL**  
Authorized Representative

for:

MFR Marketing

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF \_\_\_\_\_ ) S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in BACOLOD CITY, Philippines, this 09 OCT 2023 day of \_\_\_\_\_, 2023, personally appeared:

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

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>FELMA YU RENGEL</u>	<u>977536650</u>	<u>OCTOBER 4, 2021</u>	<u>BACOLOD CITY</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 two (2) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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.

*Bfalo*  
**ATTY. LEONARDO B. SALO**

NOTARIAL PUBLIC  
Notary Public  
III LACSON ST., MANDALAYAN, BACOLOD CITY  
MOBILE NO. 09173000572  
ROLL NO. 40767  
IBP O.R. NO. 297297 : Jan. 30, 2023 : METRO MANILA  
PTR NO. 9264656 : Jan. 3, 2023 : BACOLOD CITY  
MCLE COMPLIANCE NO. VII-0009946  
(VALID UNTIL APRIL 14, 2025)  
NOTARIAL COMMISSION NO. 0064-23  
FOR THE CITIES OF BACOLOD AND TALISAY  
AND THE MUNICIPALITIES OF MURCIA AND DON SALVADOR BENEDICTO

Doc. No. 122  
Page No. 15  
Book No. XGXII  
Series of 2023

*Marslette*  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

*FYR*  
**FELMA YU RENGEL**  
Authorized Representative

for:

MFR Marketing

**CONTRACT AGREEMENT**

DEPED Legal Office *[Signature]*

THIS AGREEMENT made the SEP 22 2023 day of 20 between Department of Education-Division of Sagay City of the Philippines (hereinafter called "the Entity") of the one part and **Four J Office Supplies** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Supply and Delivery of Printer and Ink for the Implementation of 2023 NLC and other EOSY Break Activities Supporting the NLRP (CPB-07-2023)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Nine Hundred Sixty Thousand Pesos (PHP 1,960,000.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. **Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **One Million Nine Hundred Sixty Thousand Pesos (PHP 1,960,000.00)** or such other sums as may be ascertained, **Four J Office Supplies** agrees to supply and deliver the goods in accordance with its Bid.
4. The Department of Education-Division of Sagay City agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

*[Signature]*  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

*[Signature]*  
**JUNAMIE A. PARADELA**  
Authorized Representative

for:

Four J Office Supplies

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF BACOLOD CITY ) S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in BACOLOD CITY, Philippines, this SEP 22 2023 day of \_\_\_\_\_, 2023, personally appeared:

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

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>JUNAMIE A. PARADELA</u>	<u>310-804-752</u>	<u>NOV. 14, 2017</u>	<u>MANILA</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 two (2) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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

**ATTY. NAPOLEON S. DIAMANTE**

288 CHINATOWN, BACOLOD CITY  
R.P. NO. 31605 IBP, O.R. NO. 240896 / 10/19/22  
PTR NO. 9071296 / 01/03/23  
AREA: COMPLIANCE-EXEMPTED AS RETIRED JUDGE  
AREA: BACOLOD CITY, TALISAY CITY, MURCIA AND  
SALVADOR BEMEDICTO, ALL IN THE PROVINCE OF NEG. OCC.  
VALID UNTIL DECEMBER 31, 2023

Doc. No. 150  
Page No. no  
Book No. 101  
Series of nm

MARSETTE D. SABBALUCA  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

JUNAMIE A. PARADELA  
**JUNAMIE A. PARADELA**  
Authorized Representative

for:

Four J Office Supplies

## Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between the **Department of Education – Division of Sagay City** of the Philippines with office address at Sitio Chloe, Brgy. Rizal, Sagay City, Negros Occidental, represented herein by its Office of the Schools Division Superintendent and Head of Procuring Entity, Marsette D. Sabbaluca, CESO VI, and hereinafter referred to as the “THE PROCURING ENTITY”.

and

**Rabagus Ventures, Inc. (Northland Resort Hotel)**, a duly registered entity existing under the laws of the Philippines, with postal address at Brgy. 1-A, Manapla, Negros Occidental, represented by its authorized representative, Wensel M. Cataloctocan, hereinafter referred to as the “THE SUPPLIER”,

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project **Procurement of Board and Lodging Services for Instructional Leadership Training (Framework Agreement) (CPB-05-2023)**;

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

WHEREAS, THE PROCURING ENTITY 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 PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, 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 GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY 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 PROCURING ENTITY. THE SUPPLIER 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

  
Witness

  
Supplier

  
Witness

  
Owner

3. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Framework Agreement List and the Technical Specifications;
- (c) the General Conditions of Contract;
- (d) the Special Conditions of Contract;
- (e) the Performance Security or Performance Securing Declaration;
- (f) the Procuring Entity's Notice to Execute Framework Agreement;
- (g) Mini Competition, when necessary; and
- (h) Call-Offs.

  
Witness

  
Supplier

## Article II DURATION

The term of this Agreement shall be from January 1, 2023 to December 31, 2023 unless sooner revoked by both parties.

## Article III CONSIDERATION

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-off.

  
Witness

## Article IV PERFECTION OF PROCUREMENT CONTRACT

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

  
Owner

## Article V OBLIGATION TO ANSWER A CALL-OFF

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver 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 all Procuring Entity and all relevant issuance of the GPPB.

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, delivered by Marsette D. Sabbaluca, CESO VI the Office of the Schools Division Superintendent and Head of Procuring Entity of the Department of Education-Division of Sagay City.

Signed, sealed, delivered by Wensel M. Cataloctocan, the authorized representative of Rabagus Ventures, Inc. (Northland Resort Hotel).

  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent  
Office of the Schools Division Superintendent

for:

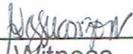
Department of Education-Division of Sagay City

  
**WENSEL M. CATALOCTOCAN**  
Authorized Representative

for:

Rabagus Ventures, Inc. (Northland  
Resort Hotel)

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF SAGAY CITY ) S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in SAGAY CITY, Philippines, this 21 SEP 2023 day of 21 SEP 2023, 2023, personally appeared:

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

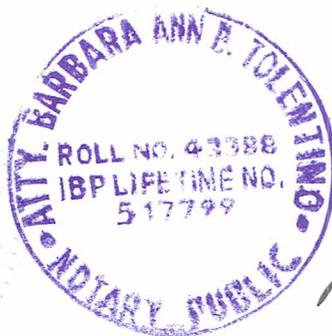
	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>WENSEL M. CATALOCTOCAN</u>	<u>453-969-ABX</u>	<u>06-17-14</u>	<u>Sagay City</u>

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 four (4) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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. 217  
Page No. 044  
Book No. CXIV  
Series of 1027



*[Signature]*  
**ATTY. BARBARA ANN TOLENTINO**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
FOR AND IN THE CITIES OF SAGAY  
CORNER AE MARAGON MAGSAYSAY STS.,  
POBLACION 2, SAGAY CITY, NEG. OCC.  
NOTARIAL COMMISSION NO. 21-0005  
ROLL NO. 43388  
IBPL LIFETIME NO. 517799  
PTR NO. 2556266  
SAGAY CITY

*[Signature]*  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent  
Office of the Schools Division Supt.  
  
for:  
  
Department of Education-Division of Sagay City

*[Signature]*  
**WENSEL M. CATALOCTOCAN**  
Authorized Representative  
  
for:  
  
Rabagus Ventures, Inc. (Northland Resort Hotel)

CONTRACT AGREEMENT

THIS AGREEMENT made the 15 day of SEP 2023 between Department of Education-Division of Sagay City of the Philippines (hereinafter called "the Entity") of the one part and CM&Sons Food Products, Inc. (Merzci Bread and Pastries) (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly SY 2023-2024 Supply and Delivery of Monggo Beans and Iron-Fortified Rice for the School-Based Feeding Program (CPB-04-2023) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Six Hundred Eighteen Thousand Nine Hundred Forty Eight Pesos (PHP 618,948.00) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of Six Hundred Eighteen Thousand Nine Hundred Forty Eight Pesos (PHP 618,948.00) or such other sums as may be ascertained, CM&Sons Food Products, Inc. (Merzci Bread and Pastries) agrees to supply and deliver the goods in accordance with its Bid.
4. The Department of Education-Division of Sagay City agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

MARSETTE D. SABBALUCA, CESO VI  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

JONATHAN MANUEL T. LO  
Authorized Representative

for:

CM & Sons Food Products, Inc.

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF Bacolod ) S.S.

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Bacolod City, Philippines, this SEP 15 2023 day of \_\_\_\_\_, 2023, personally appeared:

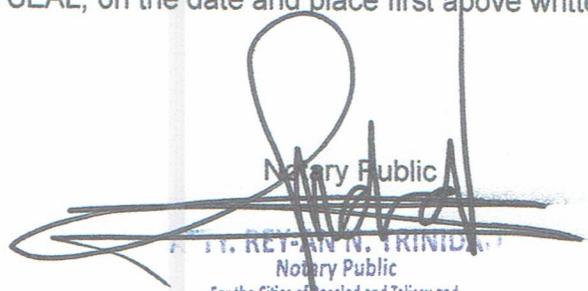
#### GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>JONATHAN MANUEL LO</u>	<u>FOI-04-0028W</u>	<u>August 4, 2023</u>	<u>Bacolod City</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 two (2) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

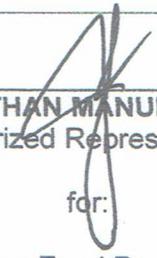
WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

  
Notary Public  
IV. REY-AN N. TRINIDAD  
Notary Public

Doc. No. 277  
Page No. 056  
Book No. VI  
Series of 1023

For the Cities of Bacolod and Talisay and Municipalities of Murcia, E.B. Magalona and Don Salvador Benedicto, Negros Occidental Until December 31, 2023; Notarial No. 003-23 No. 75155; PTR No. 9077423; 03-01-2023, Bacolod City  
PTR No. 297312; 30-01-2023; Negros Occidental Chapter No. 2348, C.L. Montelibano, Villamonte Bacolod City, Tel. No. (034) 707-3400

  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent  
for:  
Department of Education-Division of Sagay City

  
**JONATHAN MANUEL T. LO**  
Authorized Representative  
for:  
CM & Sons Food Products, Inc.



# CONTRACT AGREEMENT

DEPED Legal Office 

THIS AGREEMENT made the 15 SEP 2023 day of 20 between Department of Education-Division of Sagay City of the Philippines (hereinafter called "the Entity") of the one part and **CM&Sons Food Products, Inc. (Merzci Bread and Pastries)** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **SY 2023-2024 Supply and Delivery of Enhanced Nutribun and Enriched Food Products for the School-Based Feeding Program (CPB-03-2023)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Nine Hundred Thousand Two Hundred Eighty Eight Pesos (PHP 900,288.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Nine Hundred Thousand Two Hundred Eighty Eight Pesos (PHP 900,288.00)** or such other sums as may be ascertained, **CM&Sons Food Products, Inc. (Merzci Bread and Pastries)** agrees to supply and deliver the goods in accordance with its Bid.
4. The Department of Education-Division of Sagay City agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

  
**MARSETTE D. SABBALUGA, CESO VI**  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

  
**JONATHAN MANUEL T. LO**  
Authorized Representative

for:

CM & Sons Food Products, Inc.

*Handwritten notes and signatures on the right margin:*  
↑  
Habanero  
Manuel

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF Bacolod ) S.S.

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Bacolod City, Philippines, this 15 day of SEP 2023, 2023, personally appeared:

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

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>JONATHAN MANUEL LO</u>	<u>FOI-04-002864</u>	<u>August 4, 2023</u>	<u>BACOLOD CITY</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 two (2) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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

REY-AN M. TRINIDAD

Notary Public

For the Cities of Bacolod and Talisay and  
Municipalities of Murcia, E.B. Magalona and  
Don Salvador Benedicto, Negros Occidental  
Until December 31, 2023; Notarial No. 003-23

PR No. 75155; PTR No. 9077423; 03-01-2023; Bacolod City  
PR No. 297312; 30-01-2023; Negros Occidental City, PR  
No. 2348, C.L. Montelibano, Villamonte  
Bacolod City, Tel. No. (034) 707-3400

Doc. No. 278  
Page No. 056  
Book No. VI  
Series of 1015

MARSETTE D. SABBALUCA, CESO VI  
Schools Division Superintendent

for:

Department of Education-Division of Sagay City

JONATHAN MANUEL T. LO  
Authorized Representative

for:

CM & Sons Food Products, Inc.

## Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between the **Department of Education – Division of Sagay City** of the Philippines with office address at Sitio Chloe, Brgy. Rizal, Sagay City, Negros Occidental, represented herein by its Office of the Schools Division Superintendent and Head of Procuring Entity, Marsette D. Sabbaluca, CESO VI, and hereinafter referred to as the “THE PROCURING ENTITY”.

and

**Kapis Development Corporation (Kapis Mansions and Forest Park Restaurant)**, a duly registered entity existing under the laws of the Philippines, with postal address at Brgy. Taculing, Bacolod City, Negros Occidental, represented by its authorized representative, Ireene Joy De Asis, hereinafter referred to as the “THE SUPPLIER”,

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project **Procurement of Board and Lodging Services for Various LRMDs Trainings (Framework Agreement) (CPB-02-2023)**;

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

WHEREAS, THE PROCURING ENTITY 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 PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, 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 GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY 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 PROCURING ENTITY. THE SUPPLIER 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

  
Witness

  
Supplier

  
Witness

  
Owner

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF NEGROS OCCIDENTAL )  
CITY OF Sagay ) S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in Sagay City, Philippines, this \_\_\_ day of JUN 13 2023, 2023, personally appeared:

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

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	<u>MARSETTE D. SABBALUCA</u>	<u>P1050294B</u>	<u>March 14, 2019</u>	<u>Bacolod City</u>
SUPPLIER	<u>IREENE JOY DE ASIS</u>	<u>472-747-664</u>	<u>7/29/2015</u>	<u>BACOLOD CITY</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 four (4) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument 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. 264  
Page No. 056  
Book No. CVII  
Series of 2023



*Barbara Ann P. Tolentino*  
Notary Public  
**ATTY. BARBARA ANN TOLENTINO**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
FOR AND IN THE CITIES OF CADIZ AND SAGAY  
CORNER AE MARAÑON MAGSAYSAY STS.,  
POBLACION 2, SAGAY CITY, NEG. OCC.  
NOTARIAL COMMISSION NO. 21-0005  
ROLL NO. 43388  
IBP LIFETIME NO. 517799  
PTR NO. 2556266  
SAGAY CITY

*MARSETTE D. SABBALUCA*  
**MARSETTE D. SABBALUCA, CESO VI**  
Schools Division Superintendent  
Office of the Schools Division Supt.  
  
for:  
  
Department of Education-Division of Sagay City

*IREENE JOY DE ASIS*  
**IREENE JOY DE ASIS**  
Authorized Representative  
  
for:  
  
Kapis Development Corp. (Kapis Mansions  
and Forest Park Restaurant)