



Republic of the Philippines

PHILIPPINE HEALTH INSURANCE CORPORATION PhilHealth Regional Office CAR

SNOBT Inc. Building, No. 19 Leonard Wood Rd. Baguio City 2600
 (074) 444-5345; 444-8361; 446-0371
 ⊕www.philhealth.gov.ph

NOTICE OF AWARD

March 5, 2025

JOHN VAL C. SAGISI

Owner Sagisi Fastfood Poblacion, Pudtol, Apayao

Dear Mr. Sagisi:

We are pleased to inform you that your quotations for the procurement of Catering Service for the IEC to Farthest Barangays – Apayao PBC with a contract amount of One Hundred One Thousand Five Hundred Fifteen Pesos (P101,515.00) is hereby accepted:

Table 1

QTY	Catering Service for IEC to Farthest Barangays – Apayao Pl UNIT ITEM DESCRIPTION		
X			
Pax	86	March 14, 2025 (AM Snacks and Lunch) – Namaltugan, Calanasan	
Pax	86	March 18, 2025 (AM Snacks and Lunch) – Nueva, Santa Marcela	
Pax	85	April 1, 2025 (AM Snacks and Lunch) - Mallig, Flora	

A Contract shall be executed to this effect.

DOMINICA A CADCAD MD

Thank you.

Very truly yours,

Regional Vice President /Head or		
I acknowledge receipt of this Not Name of Representative	ice on grand 1, dods	317
Signature	Juni	



CATERING SERVICES CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Catering Service Contract made and entered into by and between:

PHILHEALTH REGIONAL OFFICE — CORDILLERA ADMINISTRATIVE REGION (PRO-CAR), herein referred to as the "PROCURING ENTITY", a Government Owned and Controlled Corporation duly created by virtue of RA 7875 as amended by R.A. 10606 and R.A. 11223, otherwise known as the "Universal Health Care Act, with office address at SNOBT Inc. Building, No. 19 Leonard Wood Road, Baguio City, represented by the Regional Vice President, DOMINGA A. GADGAD, MD, MPA, who is authorized for this purpose under PhilHealth Corporate Order No. 2018-0026 on the New Delegation and Signing Authority (DSA) in the Head Office and Regional Offices;

- and -

SAGISI FASTFOOD, herein referred to as the "CATERER", a business entity duly organized in accordance with the law of the Philippines, holding office at Poblacion, Pudtol, Apayao, Philippines, represented by its Owner, JOHN VAL C. SAGISI;

WITNESSETH -

WHEREAS, the PROCURING ENTITY will conduct the IEC TO FARTHEST BARANGAYS – APAYAO PBC on March 14 & 18 and April 1, 2025 and there is a need for a caterer who can provide the food requirements for the participants;

WHEREAS, in the updated CY 2025 Annual Procurement Plan (APP) of **PROCURING** ENTITY, the catering services for the said activity shall be procured through Negotiated Procurement – Small Value Procurement;

WHEREAS, a canvass was conducted from February 21-26, 2025 and the CATERER submitted a quotation for two hundred fifty seven (257) participants on the above stated activity;

WHEREAS, PROCURING ENTITY accepted the said quotation/proposal to the service requirement, as its offer is deemed advantageous to the Corporation;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto adopt this Catering Service Contract under the following terms and conditions;



ARTICLE I UNDERTAKING OF PHILHEALTH - CAR

 PROCURING ENTITY agrees to pay the cost of catering services for a total amount of One Hundred One Thousand Five Hundred Fifteen Pesos (P101,515.00) for the activity with the following food requirements:

March 14, 2025 (86 pax) – Namaltugan, Calanasan, Apayao with Apayao District Hospitals	Siopao/ Pastries and Juice Drink
March 18, 2025 (86 pax) – Nueva Santa Marcela with Santa Marcela District Hospitals	Pork/Beef/Fish and 1 Vegetables); Rice; and Dessert
April 1, 2025 (85 pax) – Mallig, Flora, Apayao with Flora District Hospitals	(Fruits/Salads/Pastries)

- 2. PROCURING ENTITY shall pay the full amount as initially agreed in case the minimum guaranteed number of participants is not met;
- PROCURING ENTITY shall pay the CATERER the full amount upon receipt of the Statement of Account, and all rules on local taxes relative thereto shall apply;
- 4. **PROCURING ENTITY** assumes the responsibility for any damages to any property rented that may be caused by PhilHealth employees.
- 5. The number of participants may be reduced or increased provided that prior advice to the supplier must be made at least five (5) days before the activity;
- 6. The activity may be re-scheduled as deemed necessary, specifically in cases of Force Majeure such as but not limited to natural disasters, government regulations or other similar causes or threat thereof beyond the control of both parties. Said re-scheduling shall be at no cost to PhilHealth.

ARTICLE II UNDERTAKING OF THE CATERER

- The CATERER agrees to conduct the Catering Services on March 14 & 18 and April 1, 2025;
- The CATERER shall prepare individually and sanitarily packed food for distribution at least 10 minutes before serving time (10:00 am for AM Snacks and 12:00 pm for lunch);
- The CATERER shall use environment-friendly disposable packaging, drinking cups and utensils with provision of napkins;



- 4. The **CATERER** shall provide their own manpower and food stations with tables during distribution and provide garbage bags and facilitate waste collection and disposal;
- 5. The **CATERER** must abide with the minimum health standards implemented by the municipality for service providers;
- 6. The CATERER shall allow for rescheduling or service adjustments without any additional cost in case of unavoidable delays due to force majeure;
- 7. The CATERER shall ensure timely and complete delivery and serving of food which is 10 minutes before serving time and provide staff to attend to the catering services and provision of other needs as may be required by attendees;
- The CATERER may substitute items that become unavailable in the open market or that
 exceeds reasonable market costs provided that a prior notification and approval of
 PROCURING ENTITY is secured;
- The CATERER shall prepare and serve up to ten (10) persons in addition, in case the number of participants exceeds the minimum guaranteed attendance as agreed by the parties;
- 10. The CATERER and /or its agents will be liable for any damage to property entrusted to its employees for the loss of any property by theft or otherwise.
- 11. In accordance with Revenue Regulation No. 17-2024 dated September 17, 2024, the winning supplier must submit to PhilHealth the following as requirement for payment together with the statement of account or billing statement: Tax Clearance, Copies of updated/latest income and business tax returns duly stamped and received by the Bureau of Internal Revenue; and duly validated payments or corresponding taxes due thereon.

ARTICLE III BREACH OF CONTRACT

- Breach of any of the terms and conditions provided herein shall cause the cancellation
 of the Catering Services Contract, and the guilty party shall be liable for the damages
 without prejudice to the availment of other legal remedies;
- Violation of any provision of this Contract shall be meted the appropriate sanctions and penalties as may be deemed appropriate by **PROCURING ENTITY.**

ARTICLE IV WARRANTIES AND REPRESENTATION

- 1. All prior approvals necessary to negotiate, conclude and perform this Contract have been obtained and that this Contract is binding covenant upon both parties;
- 2. The signatories to this Contract are duly authorized to sign and to bind the agency being represented.





ARTICLE V ANTI-GRAFT AND CORRUPTION CLAUSE

The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" which is deemed incorporated into this Contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or judicial entity, whether from the public or private sector, at any time, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.

Each party hereby undertakes that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

ARTICLE VI NON-DISCLOSURE AGREEMENT

The parties and any or all of their staff or representatives who will be involved in this project shall be required to sign a mutual Non- Disclosure Agreement and maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after the contract ends. The contracting party shall not disclose any proprietary or any confidential information relating to PhilHealth or to this agreement without prior written consent from the latter.

ARTICLE VII FREE AND HARMLESS CLAUSE

CATERER holds PROCURING ENTITY free and harmless from any claim, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of CATERER or any of its personnel or representative, without prejudice to any other legal action that PROCURING ENTITY may have against CATERER, in relation to the implementation of the Contract.

ARTICLE VIII VENUE OF ACTION

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.





Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines in accordance with R.A. 876 and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote Arbitration or to seek judicial relief, **PROCURING ENTITY** and **CATERER** agree that any legal action, suit or proceeding arising out of or relating to the Contract shall be instituted in any competent court in Baguio City, to the exclusion of other courts of equal jurisdiction.

ARTICLE IX EFFECTIVITY AND TERMINATION

1. This Contract shall take effect upon signing hereof;

2. This Contract may be terminated in writing by either Party for reason of non-fulfillment by any of the party of its obligations under this Contract.

ARTICLE X REVISION OR AMENDMENT

Any revision or amendment to this Contract shall require written consent of both Parties.

ARTICLE XI SEPARABILITY CLAUSE

If any provision of this Contract is declared null and void, invalid or contrary to law by a court of competent jurisdiction, all the other provisions which are not affected shall remain in force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties have signed this Contract this ____ day of ________, 2025 in Baguio City.

DOMINGA A. GADGAD, MD, MPA

Regional Vice President PHILHEALTH -CAR

JOHN VAL C. SAGISI

Owner SAGISI FASTFOOD

Recommending Approval:

ATTY MARAH B. ALAGON

Division Chief, MSD PHILHEALTH - CAR CAF# 25 93 0029 SHERWIN JAR. T

Signed in the presence of:

End-user/ Apayao PBC

REPRESENTATIVE SAGISI FASTFOOD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

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) S.S.

BEFORE ME, a Notary Public for and in Baguio City, on MAR 1 0 2025, personally appeared:

Name	Type of ID / ID No.	Date / Place Issued
DOMINGA A. GADGAD, MD, MPA	Company ID No. 10037399	1999/Pasig City
JOHN VAL C. SAGISI	PRC 10 # OCIUIUU	7/22/14 THE CITY

Known to me and identified by me through integrally complete identification card to be the same persons who executed the foregoing instrument which refers to a Catering Services Contract consisting of Six (6) pages including the page which this acknowledgement is written and acknowledged to me that the same is their free act and deed.

WITNESS MY HAND SEAL, at the date and place above written.

Doc. No. 128
Page No. 26
Book No. 27
Series of 2025

Notary Public

NOTARY PUBLIC

Notarial Commission No. N.A. 168-NC-26-R My Commission expires on December 31, 2026

Roll No. 67798, \$/25/17, Manila PTR No. :7656255, 0 | /02/24, Baguio City IBP No. 482860, 12/12/24, for Year 2025 MCLE Compliance No. VIII-0015826 until April 14,2028 cm. 21A Sacred Heart Bldg., Diego Silang St., B.C. Mobile Nos.: 0918-400-6899, 0956-2852-672