

# Framework Agreement

## KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, of the Philippines with office address at IBP Road, Constitution Hills, Quezon City, Metro Manila, represented herein by **Undersecretary FELICISIMO CALACAT BUDIONGAN, Office of the Undersecretary for Disaster Response Management Group** and hereinafter referred to as the “**THE PROCURING ENTITY**”.

and

**HLYC TRADING**, a duly registered entity existing under the laws of the Philippines, with postal address at 1133E Aguilar Street, Sta. Cruz, Manila, represented by its **MS. JOSIE B. SANCHEZ, Authorized Representative**, hereinafter referred to as the “**THE SUPPLIER**”,

## WITNESSETH, that:

**WHEREAS**, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project for **Lot No. 2 – Canned Sardines for the “Supply and Delivery of Food and Non-Food Items for the Production of Family Food Packs for CY 2020 Through Framework Agreement”** under ITB No. **GOP/20-DSWD-028-A**;

**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.
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 Schedule of Requirements (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; and
  - (g) Call-Offs and/or Purchase Orders

## **Article II DURATION**

The term of this Agreement is a Single Year Framework Agreement which shall commence from the receipt of Notice to Proceed (NTP) until 31 December 2020 or upon consumption of the total quantity for each lot, whichever comes first or unless sooner revoked by both parties.

## **Article III CONSIDERATION**

For the consideration of one peso (Php1.00), 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.

Upon the execution of the Call-Offs, all rules and guidelines governing implementation of procurement contract under RA No. 9184 and its Revised IRR shall be applicable.

**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.

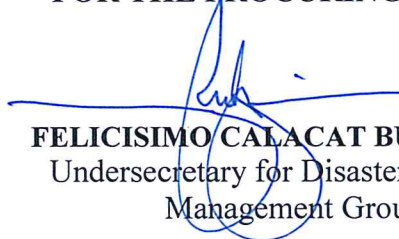
Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice 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 in Quezon City, Philippines on the **29th day of September 2020**.

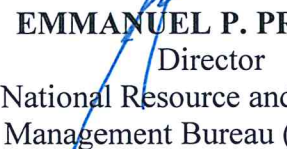
**FOR THE PROCURING ENTITY**

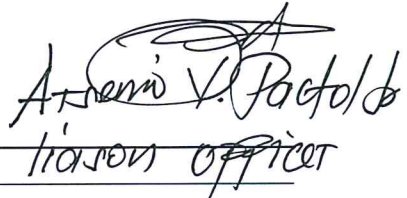
  
**FELICISIMO CALACAT BUDIONGAN**  
Undersecretary for Disaster Response  
Management Group

**FOR THE SUPPLIER**

  
**JOSIE B. SANCHEZ**  
Authorized Representative

**-Witnesses-**

  
**EMMANUEL P. PRIVADO**  
Director  
National Resource and Logistics  
Management Bureau (NRLMB)

  
**Arsenio V. Pardo**  
liaison officer

Certified Funds Available:

**JUBIE LEAH S. COLES**  
Division Chief, Accounting Division-Regular Programs  
Financial Management Service Chief, Accounting Division (AD)

Certifies as to availability of Fund / Disbursement of fund shall be subject to existing budgeting, accounting and auditing rules and regulations.

  
**JUBIE LEAH MAE S. COLES**  
Accounting Division

01101401 NRLMB

330100100003000 01-2020-021-2020-10-00876

Contract No. 2020-09-0059

81.00 ✓

Republic of the Philippines)  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in Quezon City, on this 9<sup>th</sup> day of November 2020 personally appeared the following with their respective proof of Identification;

FELICISIMO C. BUDIONGAN ID Type/No. : TIN/ 186235183  
Place Issued : BIR

JOSIE B. SANCHEZ ID Type/No. : UMID/ 05-0466323-1  
Place Issued : SSS

Both known to me to be the same people who executed the foregoing instrument and who acknowledge to me that the same is their own free will and voluntary act and deed.

**This Agreement consisting of four (4) pages with Annexes (a) to (g) signed by the parties and their instrumental witnesses in all pages refer to an AGREEMENT for the Lot No. 2 – Canned Sardines for the “Supply and Delivery of Food and Non-Food Items for the Production of Family Food Packs for CY 2020 Through Framework Agreement” (ITB No. GOP/20-DSWD-028-A) by the SUPPLIER.**

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

NOTARY PUBLIC

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Book No. I  
Series of 2020

ATTY. JAIME R. TEJERO III  
NOTARY PUBLIC  
COMMISSION NO. 2219-077, UNTIL DECEMBER 31, 2020  
SUNTRUST PROPERTIES, ERMITA, MANILA  
ROLL OF ATTORNEY, 60125  
IBF NO. 1070043 02/01/19 FOR CY 2020  
PTR NO. 9120166/ 1-2-20 MANILA I  
MCLE COMPLIANCE VI-00237

