

FRAMEWORK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT, Field Office No. 09, with office address at **Gen. Vicente Alvarez Street, Zamboanga City, Philippines**, represented herein by its Regional Director, **RIDUAN P. HADJIMUDDIN, CESO IV**, and hereinafter referred to as the "THE PROCURING ENTITY",

And

JANLEE TRADING COMPLEX, a duly registered entity existing under the laws of the Philippines with postal address at Veterans Avenue, Camino Nuevo, Zamboanga City, represented by its proprietor, **JOHNNY Y. CHUA**, hereinafter referred to as the "THE SUPPLIER".

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project "**EPA ITB-2024-01-013 Procurement of CY 2024 Brand New Vehicle Tires for DSWD FOIX — Centers and Institutions**";

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 predetermined;

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 an 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 Frame Agreement;

(g) Mini-Competition, when necessary; and

(h) Call-Offs.

Article II DURATION

The term of this Agreement shall be from JANUARY 1, 2024 to DECEMBER 31, 2024 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.

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.

INWITNESS 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 **RIDUAN P. HADJIMUDDIN, CESO IV**, Regional Director for the Procuring Entity)



Signed, sealed, delivered by the **JOHNNY Y CHUA**, Proprietor (for the Supplier)



REPUBLIC OF THE PHILIPPINES)

CITY OF ZAMBOANGA) s.s


ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on the above date and place, personally appeared the following:

NAME	DETAILS
RIDUAN P. HADJIMUDDIN, CESO IV	ID NO. 09-0052
JOHNNY Y. CHUA	ID NO. 100429102-1

Both known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own free will and voluntary acts and deed as well as that of the institution represented. This agreement consisting of three (3) pages signed by the parties and their instrumental witness in all pages refer to an AGREEMENT for the contract.

DOC. NO. 708
PAGE NO. 67
BOOK NO. 97
SERIES OF W4


ATTY. HASMIN A. ARADANI-DUGASAN
Notary Public
Until December 31, 2025
PTR No. 2795111 issued on 1/2/2024; Z.C.
Notarial Commission No. 2023-279
Lifetime IBP No. 527789 dated 6-25-2002
Roll No. 29140, BIR TIN 140-192-220
MCLE Compliance No. VII-0013120