

FRAMEWORK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between **Bureau of Soils and Water Management** of the Philippines with office address at SRDC Building, Visayas Ave. corner Elliptical Road, Diliman, Quezon City, represented herein by its Director, **Gina P. Nilo, Ph.D.** hereinafter referred to as the "THE PROCURING ENTITY".

and

NAFC-DA Multi-Purpose Cooperative, a duly registered entity existing under the laws of the Philippines, with postal address at Elliptical Road, Diliman, Quezon City, represented by its General Manager, **Pauline Joyce O. Javier** hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project **Provision for BSWM In-House Catering Services for CY 2024- IB NO: BSWM-2024-00-001**;

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 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 Framework Agreement;

GINA P. NILO, Ph. D.

Director

PAULINE JOYCE O. JAVIER

General Manager

- (g) Mini Competition, when necessary; and
- (h) Call-Offs.

Article II

DURATION

The term of this Agreement shall be **until 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 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. GPPB Resolution No. 27-2019, dated 10 December 2019 page 19 of 20

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.


GINA P. MILO, Ph. D.
Director

for:

**BUREAU OF SOILS AND WATER
MANAGEMENT**


PAULINE JOYCE O. JAVIER
General Manager

for:

**NAFC-DA MULTI-PURPOSE
COOPERATIVE**

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY

BEFORE ME, notary for and in QUEZON CITY, personally appeared the following:

Valid ID Issued at/ Issued on

GINA P. NILO, Ph. D. TIN No. 102-413-160
PAULINE JOYCE O. JAVIER TIN No. 296-541-160

known to me be the same persons who executed the foregoing Contract and acknowledgement to me the same is their free and voluntary act and deed. This Contract consist of three (3) pages including this page in which the acknowledgement signed by the parties and every page thereof and sealed by the notarial seal.

WITNESS MY HAND AND SEAL, this JAN 09 2024 day of QUEZON CITY, 2024 at Philippines.

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Book No. 1A
Series of 2024

ATTY. MA. CECILIA M. DEAYON
NOTARY PUBLIC
Adm. Matter No. NP-252 (2023-2024)
PTR No. 5555371, Jan 03, 2024
IBP OR No. 380643, Dec. 28, 2023
Roll No. 84156
B4 L11 De Leon St., Isidora Hill Road
Brgy. Holy Spirit, Quezon City