

FRAMEWORK AGREEMENT

No. FA-07-07-23-0188

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered between **CITY OF PASIG** with office address at **City Hall, Brgy. San Nicolas, Pasig City**, as represented by the **City Mayor, HON. VICTOR MA. REGIS N. SOTTO**, hereinafter referred to as **THE PROCURING ENTITY** to the project "**SUPPLY AND DELIVERY OF IMMEDIATE SPARE PARTS MATERIALS AND SUPPLIES FOR CITY OWNED VEHICLES - OGS MOTORPOOL DIVISION (FRAMEWORK AGREEMENT)**" under ITB No. **BAC-23-0616D**.

- and -

E. LLANA MARKETING & INDUSTRIAL ENTERPRISES, a duly registered entity existing under the laws of the Philippines with postal address at **No. 86 East Capitol Drive, Brgy. Kapitolyo, Pasig City** represented by, **EMELYN L. CRUZ**, hereinafter referred to as the "**THE SUPPLIER**";

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project on "**SUPPLY AND DELIVERY OF IMMEDIATE SPARE PARTS MATERIALS AND SUPPLIES FOR CITY OWNED VEHICLES - OGS MOTORPOOL DIVISION (FRAMEWORK AGREEMENT)**" under ITB No. **BAC-23-0616D**;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the need of **THE PROCURING ENTITY** but its nature or characteristic, the quantity and/or the exact 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 date and time to be determined in the Call-Off to be issued for such purpose by **THE PROCURING ENTITY**; and

WHEREAS, E. LLANA MARKETING & INDUSTRIAL ENTERPRISES 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 the Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:



**Article I
GENERAL CONSIDERATIONS**

1. The Framework Agreement is an option contract. **THE PROCURING ENTITY** is given the option to either purchases 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 integral part thereof.
3. The following documents shall be deemed to form and be read and construed as part of the Agreement:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response clarifications on the 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;
 - (h) Call-Offs.

**Article II
DURATION**

The term of this Agreement shall be from **18 August 2023** to **17 August 2024**, unless sooner revoked by the 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/or 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 Framework Agreement List through the issuance of a Call-Off. Upon execution of the Call-Off, all rules and guidelines governing implementation of procurement contracts under R.A. 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 and/or perform the services identified at the time and date specified in the Call-Off.


Failure on the part of **THE SUPPLIER** to deliver the goods and/or perform the services shall warrant forfeiture of the 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 the guidelines on the Use of the Framework Agreement by all Procuring Entities 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.


HON. VICTOR MA. REGIS N. SOTTO
City Mayor


EMELYN L. CRUZ
Authorized Representative
**E. LLANA MARKETING &
INDUSTRIAL ENTERPRISES**


ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig this 14 AUG 2023 personally appeared **EMELYN L. CRUZ**, exhibiting to me her ~~NI-83 DRIVER LICENSE~~ known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is the free and voluntary corporate act and deed of the corporation she represents.

This Instrument consists of only 3 page/s, including this page in which this Acknowledgement is written and duly signed by the Parties.

WITNESS MY HAND AND SEAL this 14 AUG 2023 at Pasig City, Philippines.

Doc. No. 371 ;
Page No. 76 ;
Book No. 0001 ;
Series of 2023 .


ATTY. LOLITA W. MCDONOUGH-LIM
Notary Public until Dec. 31, 2024
Pasig, San Juan, & Pateros M. Mla.
Appointment No. 49 (2023-2024)
PTR No. 0139412/Jan. 03, 2023
BP No. 173491/10-22-2022 for the Year 2023/RSM
MCLE Exemption No. VIII-IPD000051
Roll No. 34423
2nd Flr. Armal Center Velasco Ave
Malinao, Pasig City

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and In the City of Pasig this AUG 17 2023 personally appeared **HON. VICTOR MA. REGIS N. SOTTO**, known to me and to me known to be the same person who executed the foregoing Instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This Instrument consists of only 3 page/s, including this page in which this Acknowledgement is written and duly signed by the Parties.

WITNESS MY HAND AND SEAL this AUG 17 2023 at Pasig City, Philippines.

Doc. No. 304 ;
Page No. 61 ;
Book No. D ;
Series of 2023 .

GIO CARLO C. MENDOZA
Notary Public for Pasig, San Juan & Pateros
Until 31 December 2023
Appointment No. 129
PTR No. 0112750, 04 January 2023, Pasig City
IBP Lifetime No. 016515, Laguna
Roll of Attorneys No. 69172
MCLE Compliance No. VII-0023809
Valid until 14 April 2025