

**FRAMEWORK AGREEMENT**

No. FA-08-09-23-0189

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into this \_\_\_\_\_ by and 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 VARIOUS CONSTRUCTION, HARDWARE MATERIALS AND SUPPLIES FOR THE REPAIR AND MAINTENANCE OF VARIOUS CITY-OWNED BUILDINGS AND FACILITIES (FRAMEWORK AGREEMENT) (REBID)**" under ITB No. bac-23-0721b.

- and -

**SMAJ TRADING & CONSTRUCTION INDUSTRIAL SERVICES CORP.** a duly registered entity existing under the laws of the Philippines with postal address at 30 V-Pozon St. Brgy. Bambang, Pasig City, Metro Manila represented by its Authorized Representative, **EMELINDA DEL MUNDO MARIANO**, 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 VARIOUS CONSTRUCTION, HARDWARE MATERIALS AND SUPPLIES FOR THE REPAIR AND MAINTENANCE OF VARIOUS CITY-OWNED BUILDINGS AND FACILITIES (FRAMEWORK AGREEMENT) (REBID)**" under ITB No. bac-23-0721b;

**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, SMAJ TRADING & CONSTRUCTION INDUSTRIAL SERVICES CORP.** 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 05 SEP 2024 to 06 SEP 2023, 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.

**VICTOR MA. REGIS N. SOTTO**  
City Mayor

**EMELINDA DEL MUNDO MARIANO**  
Authorized Representative  
**SMAJ TRADING &  
CONSTRUCTION INDUSTRIAL  
SERVICES CORP.**

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig this 06 SEP 2023 personally appeared Ms. **EMELINDA DEL MUNDO MARIANO**, exhibiting to me her \_\_\_\_\_, 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 06 SEP 2023 at Pasig City, Philippines.

Doc. No. LOT ;  
Page No. 31 ;  
Book No. 11 ;  
Series of 103 .

**ATTY. NEIL TANLANGIT ALBOPERA**  
NOTARY PUBLIC  
Cities of Pasig, San Juan and in the Municipality of Pateros, metro Manila  
PTR No. 0162151 / Pasig City / 01/05/2023  
IBP No. 219828, 05/ 12/2022 (MD for 2022-2023)  
Admitted to the Philippine Bar on 04 /12 / 2022  
Roll of Attorney No. 76228  
TIN No. 242-007-260 -000  
G/F Pasig City Hall Brgy. San Nicolas Pasig City  
Appointment No. 189 (2022-2023)

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig this SEP 11 2023 personally appeared 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 SEP 11 2023 at Pasig City, Philippines.

Doc. No. 276 ;  
Page No. 49 ;  
Book No. 11 ;  
Series of 203 .

**ATTY. GERALD P. RUBIO**  
Notary Public Pasig City, San Juan and Pateros  
Until December 31, 2024  
ROLL NO. 84083  
IBP NO. 243415  
pat No. 91046257  
APPOINTMENT NO. 276(2023-2024)  
WVCLE EXEMPTION NO. VMI-BEP002240  
TIN NO. 232-010-785