

---

## 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 VII** of MJ Cuenco, Avenue, Cor. General Maxilom, Cebu City, Philippines, represented herein by its *REGIONAL DIRECTOR*, **SHALAINIE MARIE S. LUCERO, CESO IV** and herein after referred to as the "THE HEAD OF PROCURING ENTITY";

-and-

**CEBU SHERILIN TRADING CORPORATION** a duly registered entity existing under the laws of the Philippines, with office address at No. 44. F. Cabahug St., Mabolo, Cebu City, represented by its *Vice President*, **ERLINDA A. MERCADO, M.D.**, herein after referred to as the "THE SUPPLIER";

### WITNESSETH, that:

**WHEREAS**, THE PROCURING ENTITY decided to use Framework Agreement on the SUPPLY AND DELIVERY OF WELFARE GOODS FOR VISAYAS DISASTER RESOURCE CENTER FOR CY 2024 – FRAMEWORK AGREEMENT (SINGLE YEAR);

**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;

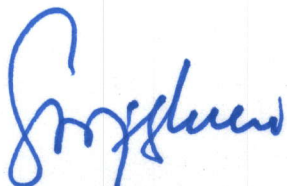

**WHEREAS**, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and;

**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 there of GPPB Resolution No. 27-2019, dated 10 December 2019 page 18 of 20.

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;
  - f) the Procuring Entity's Notice to Execute Framework Agreement;
  - g) Mini Competition, when necessary; and
  - h) Call-Offs.

## **Article II DURATION**

The term of this Agreement shall be one (1) year.

## **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 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

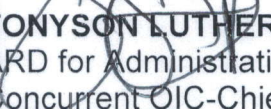
The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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.

  
**SHALAIN MARIE S. LUCERO, CESO IV**  
Regional Director  
THE PROCURING ENTITY

  
**ERLINDA A. MERCADO, M.D**  
Vice President  
SUPPLIER

Witnesses:

  
**TONYSON LUTHER S. LEE**  
ARD for Administration /  
Concurrent OIC-Chief, Administrative Division

  
**MICHAEL LERASAN**  
Sales / Admin

for:

DEPARTMENT OF SOCIAL WELFARE  
AND DEVELOPMENT FIELD OFFICE VII

for:

CEBU SHERILIN TRADING  
CORPORATION



**ACKNOWLEDGEMENT**

Republic of the Philippines)  
**CEBU CITY** ) S.S.

**BEFORE ME**, a Notary Public for and in **CEBU CITY**, Philippines, this \_\_\_\_\_, 2024, personally appeared.

<u>NAME</u>	<u>ID/CTC No.</u>	<u>DATE/PLACE ISSUED</u>
SHALAINÉ MARIE S. LUCERO	20-4453024	
ERLINDA A. MERCADO	<u>PRC# 0052194</u>	<u>01/13/1992 / CEBU CITY</u>

respectively, known to me and known to be the same persons who executed the foregoing contract consisting of four (4) pages including the page whereon the acknowledgement is written and they acknowledged before me that the same is their free and voluntary act and deed and that they are authorized to sign the same.

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

\_\_\_\_\_  
NOTARY PUBLIC

**ATTY. RODRIGO TORBIZTONDO**  
 Notary Public  
 IBP No. 289933 1-18-2023  
 PTR No. 2484304 12-06-2023  
 Notarial Com. No. 063-23  
 Until Dec 31, 2024  
 Roll No. 40465  
 MCLE No. VII-0000192  
 9-D Jakosalem St., Cebu City

Doc. No. 167 :  
 Page No. 35 :  
 Book No. 5 :  
 Series of 2024.