

Republic of the Philippines  
**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**  
Field Office V, Legazpi City

PROJECT : **SUPPLY AND DELIVERY OF PANTUM TONERS FOR FY 2023**  
(IB GOP 2023-DSWD-015)

NO. : **2023-013**

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**FRAMEWORK AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

THIS AGREEMENT made and entered this MAR 29 2023 into by and between:

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE V** of the Philippines address at Government Center Site, Rawis, Legazpi City, represented herein by its DIRECTOR IV, **NORMAN S. LAURIO**, and hereinafter referred to as the "HEAD OF PROCURING ENTITY";

**-and-**

**NEED INK SALES AND SERVICES** is a duly registered entity existing under the laws of the Philippines, with office address at Optimum One Bldg., S. Osmeña St., YLA Basak, Lapu-Lapu City, Cebu, represented by its Authorized Representative, **RUBY A. ALEJO**, hereinafter referred to as the "SUPPLIER";

**WITNESSETH, that:**

**WHEREAS**, the PROCURING ENTITY decided to use the Framework Agreement on the **SUPPLY AND DELIVERY OF PANTUM TONERS FOR FY 2023**;

**WHEREAS**, this Agreement is for the option to purchase 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 the period of this agreement and shall honor all obligations under this Framework Agreement.

**NOW, THEREFORE**, the parties hereby agree as follows:

**Article I**

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 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 until December 31, 2023.

## **Article III**

### **CONSIDERATION**

For the consideration of One peso only (₱1.00), the PROCURING ENTITY has the option to purchase any or all of the items in the Framework Agreement List through the issuance of a 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 is 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 the 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 the 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.

  
**NORMAN S. LAURIO**  
Regional Director

  
**RUBY A. ALEJO**  
Authorized Signatory

  
**PRISCILLA C. SALADAGA**  
Division Chief, 4Ps

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Supplier/Witness

THE PROCURING ENTITY  
**DEPARTMENT OF SOCIAL WELFARE AND  
DEVELOPMENT FIELD OFFICE V**

THE SUPPLIER  
**NEED INK SALES AND SERVICES**

CERTIFIED FUNDS AVAILABLE:

  
**AMIABELLE N. QUINTANO, CPA**  
Accountant III