

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

PROJECT : **SUPPLY AND DELIVERY OF GENUINE INKS AND TONERS FOR
DSWD FO V FOR FY 2025 (2ND BIDDING) (IB GOP 2025-DSWD-
005)**

NO. : **2025-005**

FRAMEWORK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered this FEB 13 2025 into by and between:

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE V of the Philippines address at Magnolia St. PBN-Buraguis, 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. Osmena St., YLA, Basak, Lapu-Lapu City, Cebu represented by its Authorized Representative, **HIRAM N. GARIG**, hereinafter referred to as the "SUPPLIER";

WITNESSETH, that:

WHEREAS, the PROCURING ENTITY decided to use the Framework Agreement on the **SUPPLY AND DELIVERY OF GENUINE INKS AND TONERS FOR DSWD FO V FOR FY 2025 (2ND BIDDING)**;

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, 2025.

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 GPPPB.

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

HIRAM N. GARIG
Authorized Signatory

VICTORIA C. TAGUM
Division Chief, PSD

Supplier/Witness

THE PROCURING ENTITY

THE SUPPLIER

**DEPARTMENT OF SOCIAL WELFARE AND
DEVELOPMENT FIELD OFFICE V**

NEED INK SALES AND SERVICES

CERTIFIED FUNDS AVAILABLE:

WENDY G. RANCES
Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF LEGAZPI CITY) s.s.

BEFORE ME, a Notary Public this 13 FEB 2025 day of

at LEGAZPI CITY personally appeared **NORMAN S. LAURIO** and **HIRAM N. GARIG** exhibited to me their Competent Evidence of Identity ID No. 05-0002 issued in Quezon City on September 23, 2022, and ID No. 501-13-002640 issued at _____ issued on valid until 4/7/2025 respectively. Known to me to be the person who executed the foregoing instrument and acknowledgment to me the same as their free act and that of the principal they represent. This instrument consists of Four (4) pages including the page, on which, the acknowledgment is written.

WITNESS MY HAND AND SEAL on the date and place written.

Doc. No. 302-a
Page No. 02
Book No. 7
Series No. 2025

KATE PAULINE M. LOFAMIA

Notary Public

For Legazpi City and Province of Albay
NP 2024 - 13, Until Dec. 31, 2025
Pandayan St., Malabog, Daraga, Albay
Roll of Attorney's No. 86279
IBP No. 334976, 413473 : Jan. 9, 2024
PTR No. 7216471 L : Feb. 7, 2024
MCLE Compliance No. VIII - 0007409
Valid until April 14, 2028