

Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between **REGION II TRAUMA AND MEDICAL CENTER (R2TMC)** of the Philippines with office address at Brgy. Magsaysay, Bayombong, Nueva Vizcaya, represented herein by its **Medical Center Chief II, RAY P. SUANDING, MD, MHA, FPCP, FPCCP** and hereinafter referred to as the "THE PROCURING ENTITY"

and

ZUELLIG PHARMA CORP., a duly registered entity existing under the laws of the Philippines, with postal address at Km. 14 West Service Rd., South Superhighway Cor. Edison Ave., Brgy. Sun Valley, Paranaque City, represented by its **Trade Representative, JONALYN S. FULLEROS** hereinafter referred to as "THE SUPPLIER".

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project for various **Dental Supplies** with **Project Identification No. R2TMC-BAC2-2023-08**;

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;

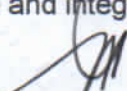
WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

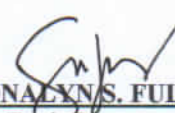
WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

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 thereof


RAY P. SUANDING, MD, MHA, FPCP, FPCCP
Medical Center Chief II


JONALYN S. FULLEROS
Trade Representative


FERLIZA V. REYES, CPA
Accountant IV


EDITHAY AGUINALDO, MPA, MBA
Chief Administrative Officer


LIWLIWA L. LAURETA, CPA, IMPA
Financial Management Officer II

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 or Performance Securing Declaration;
- (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 from **MARCH - DECEMBER 2023** unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of (Php1.00), 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 and all parts thereof as embodied in Section 3 of this Agreement or perform the services in accordance with this contract shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages, and termination of contract provided for under the R.A 9184 and its revised IRR and as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.


RAY P. SUANDING, MD, MHA, FPCCP, FPCCP
Medical Center Chief II


JONALYN S. FULLEROS
Trade Representative


FERIZA A. REYES, CPA
Accountant IV


EDITHA V. AGUINALDO, MPA, MBA
Chief Administrative Officer


LIMELWA L. LAURETA, CPA
Finance Management Officer



**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.

Signed, sealed, delivered by RAY P. SUANDING, MD, MHA, FPCP, FPCCP the Medical Center Chief II (for the Procuring Entity)

Signed, sealed, delivered JONALYN S. FULLEROS the Trade Representative (for the Supplier)

SIGNED IN THE PRESENCE OF:


LIWLIWA L. LAURETA, CPA, IMPA
Financial Management Officer II


EDITHA V. AGUINALDO, MPA, MBA
Chief Administrative Officer


FERLIZA A. REYES, CPA
Accountant IV

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
Bayombong, Nueva Vizcaya


At the place and date above-mentioned, personally appeared before me RAY P. SUANDING, MD, MHA, FPCP, FPCCP with PRC License No. 0074347 and JONALYN FULLEROS, with Company ID No. 20013324 known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed.

The foregoing instrument is a FRAMEWORK AGREEMENT consisting of three pages each signed by the parties hereto and sealed with my notarial seal.

WITNESS my hand and official seal at the above place on the date above written.

25 APR 2023

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GEOFFREY ANGELO V. NOSCAL
NOTARY PUBLIC
BAYOMBONG, NUEVA VIZCAYA
NOTARIAL COMMISSION NO. 18-21
IBP NO. 199691; 1-19-22
PTR NO. 2600310; 1-3-22
ROLL NO. 66137
MCLE VII-0004355

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