

# FRAMEWORK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

08 JUN 2022

This Framework Agreement executed and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 in the City of Manila, Philippines by and between:

The **TOURISM PROMOTIONS BOARD**, a government owned and controlled corporation, with principal address at the 4th Floor Legaspi Towers, Roxas Boulevard, Manila, represented herein by its Chief Operating Officer, **MARIA ANTHONETTE C. VELASCO-ALLONES**, and hereinafter referred to as the "TPB";

and

The **RBHC COURIER SERVICE**, a duly registered entity organized and existing under the laws of the Republic of the Philippines, with office address at 3190 F. Roxas Street, Sta. Ana, Manila City, represented herein by its Sole Proprietor, **BRENDON JAY A. CORNES**, hereinafter referred to as "SUPPLIER";

## WITNESSETH:

WHEREAS, TPB decided to use Framework Agreement on its procurement project Courier Service Provider of Collateral Materials of Domestic Department (Lot 2) under Single Year Framework Agreement.

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 by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, BAC Resolution No. 2022-122 approved the Purchase Request 3.15 for Lot 2 (Courier Service Provider of Collateral Materials for Domestic Department) with an ABC of **ONE MILLION FIVE HUNDRED THOUSAND PESOS (PHP1,500,000.00)**;

WHEREAS, the financial proposal of the **SUPPLIER** for Lot 2 (Courier Service Provider of Collateral Materials for Domestic Department) amounting to **ONE MILLION FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FIFTY TWO PESOS AND 50/100 (PHP1,499,952.50)** was accepted by TPB;

WHEREAS, TPB 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 TPB shall maintain and update the eligibility requirements during 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. TPB 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 TPB. The SUPPLIER may not require or demand for TPB to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expression 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.

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 TPB'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 the date of issuance of Notice to Proceed to December 31, 2022 unless sooner revoked by both parties.

## **Article III CONSIDERATION**

For the consideration of one peso (Php 1.00), TPB has 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 performs 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 TPB exercised 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 TPB 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 or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on the use of Framework Agreement by all TPB without prejudice to all other applicable sanctions.

## **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.



## TOURISM PROMOTIONS BOARD

## RBHC COURIER SERVICE

By:

By:

MARIA ANTHONETTE C. VELASCO-ALLONES  
TPB Chief Operating Officer

BRENDON JAY A. CORNES  
Sole Proprietor

SIGNED IN THE PRESENCE OF:

JOCELYN PATRICE L. DECO  
Deputy Chief Operating Officer  
for Corporate Affairs

Angelica Edoria

FUNDS AVAILABLE:

MARLITO D. RODRIGUEZ  
Manager, Finance Department

## ACKNOWLEDGMENT

Republic of the Philippines)

City of **MANDALUYONG CITY**

BEFORE ME, a Notary Public for and in the above jurisdiction on this day 08 JUN 2022 personally appeared:

NAME	PASSPORT NO.	ISSUED AT	ISSUED ON
MARIA ANTHONETTE C. VELASCO-ALLONES	S0021451A	DFA MANILA	22 FEBRUARY 2020
BRENDON JAY A. CORNER	P9601508B	DFA NCR East	12 April 2022

Respectively, known to me and to me known to be the same persons who executed the foregoing instrument consisting of three (3) pages including this acknowledgment, and they acknowledged to me that same is their own free and voluntary act and deed.

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Series of 2022/

Notary Public  
**ATTY. KAYZER ALDRIN Z. SABA**  
Notary Public for the City of Mandaluyong  
Appointment No. 054-21, valid until 31 December 2022  
73 P Int. Res. Aguirre St., Mandaluyong City  
RPN No. 65449  
IBP Lifetime Member No. 014820-RSM Chapter  
PTR No. 4608799, 11/22/2021, Mandaluyong City  
MCLE Comp. No. VI-0009409 issued on 13 June 2018  
ptr-4861406 11/6/22