



FRAMEWORK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between **People's Television Network, Inc.** of the Philippines with office address at Quezon City, represented herein by its Head of Procuring Entity (HoPE), and hereinafter referred to as the "THE PROCURING ENTITY".

and

Jakka Service Center Corporation, a duly registered entity existing under the laws of the Philippines, with postal address at Marikina City, represented by its Authorized Representative, hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project "**Procurement of Various Spare Parts and Services for Motor Vehicles of People's Television Network, Inc. (Framework Agreement)**", ITB No. 2023-0003;

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
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 **within One (1) year after issuance of a Call-Off or any date determined by the PE** unless sooner revoked by both parties.

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 or performance securing declaration 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.

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.

[Signature]
ANALISA V. PUOD
Network General Manager/
Head of Procuring Entity

[Signature]
EURICH DANN JURY DEL RIO ABAYON
Fleet Account Officer

for:
People's Television Network, Inc.

for:
Jakka Service Center Corporation

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

ACKNOWLEDGMENT

BEFORE ME A Notary Public for and in Marikina City personally appeared:
NAME _____ I.D. No. _____ DATE/PLACE _____

known to me and to me known to be the same person who executed the foregoing instrument and acknowledged that the same was his/her own act and voluntary deed.

WITNESS MY HAND NOTARY SEAL this NOV 10 2023 at Marikina City.

DOC. NO. 341
PAGE NO. 70
BOOK NO. 40
SERIES OF 2023

ATTY VERNALYN R. CHING
Notary Public for and in the City of Marikina
1 Jacamar cor. Flamingo Street Sta. Elena Marikina City
Commission until December 31, 2023
Appointment No. 15
Roll of Attorney No. 71304
PTR No. 9391358: 01-03-2023 Marikina City
IBP No. 195069: 01-04-2022 RSM
MCLE Compliance No. VII-0020067: 06-01-2022 Pasig City