

Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum was made and entered into by and between:

CEBU NORMAL UNIVERSITY, a higher education institution duly organized and existing under the laws of the Philippines created by virtue of Republic Act 8688 otherwise known as "The CNU Charter", with principal office address at Osmeña Blvd., Cebu City, and represented herein by its Officer-in-Charge, Dr. Filomena T. Dayagbil, hereinafter referred to as the "**THE PROCURING ENTITY**",

-and-

BRIGHT STAR INDUSTRIES, INC., a duly registered entity existing under the laws of the Philippines, with office address at 58-60 Plaridel St., Ermita, Cebu City, represented by its VP-Operations, **MS. MYSUE L. TANTIANSU**, hereinafter referred to as "**THE SUPPLIER**",

Collectively referred to as the "**PARTIES**".

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use a Framework Agreement on its 2023 Meals procurement project;

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 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 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 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 from _____, **2023 to December 31, 2023**, unless sooner revoked by both parties.

Article II CONSIDERATION

For the consideration of **FOUR MILLION FIVE HUNDRED FIFTY THOUSAND NINE HUNDRED NINETY EIGHT PESOS (PHP 4,550,998.00)** for the following, THE PROCURING ENTITY 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 perform the services subject to the conditions of the Call-off:

Lot 2 – Category B in the amount of Three Million Nine Hundred Fifty-One Thousand Pesos One Hundred Forty-Eight (Php 3,951,148.00)

Lot 3 – Category C in the amount of Five Hundred Ninety-Nine Thousand Eight Hundred Fifty Pesos (Php 599,850.00)

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, which may be to single or multiple destinations or multiple performances at multiple locations.

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 Procuring Entities without prejudice to all other applicable sanctions.

If THE SUPPLIER fails to deliver or perform within the agreed period, including any time extension, it shall be liable to the procuring entity for liquidated damages of at least equal to one-tenth of one percent (.001) of the cost of the unperformed portion of the total amount of the items ordered per Call-Off for every day of delay.

Once the cumulative amount of liquidated damages reaches ten percent (10%) of the total amount of the items ordered per Call-Off, THE PROCURING ENTITY may rescind the same, without prejudice to other courses of action and remedies open to it.

Further, this Agreement may be canceled upon failure of THE SUPPLIER to deliver a satisfactory service upon verification, with due cause, and reasons.

Article VI TERMS AND CONDITIONS

The terms and conditions of this Framework Agreement shall be governed by Guidelines under RA No. 9184 and its revised IRR, especially those concerning the Use of the Framework Agreement by all Procuring Entities and all relevant issuance of the GPPB.

Article VII MISCELLANEOUS PROVISIONS

Binding Effect/Assignment of Rights – This Agreement shall be binding upon the Second Party, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the Second Party shall not in any manner, directly or indirectly, assign, or transfer its rights and obligations under this Contract without the written approval of CNU.

Amendment - This Contract may be amended or modified only in writing upon mutual agreement of the parties hereto.

Entirety - All appendages hereto attached are hereby expressly made an integral part of this Agreement by reference.

Severability - If any provision of this Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

IN WITNESS whereof, the PARTIES hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, this 24 APR 2023 of 20 at CEBU CITY.

CEBU NORMAL UNIVERSITY



DR. FILOMENA T. DAYAGBIL
OIC, Office of the University President


MICHELLE MAE J. OLVIDO, Ph.D.

BRIGHT STAR INDUSTRIES, INC


MS. MYSUE L. TANTIANSU
VP - Operations

Signed in the presence of


VENUS M. CORTES
NORWIN JOY ECHIVARUNA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CEBU CITY) S. S.

BEFORE ME, a Notary Public, for and in the CEBU CITY, this 4 ^{APR 2023} day of _____ personally appeared:

	ID No.	Issued on/Issue at
DR. FILOMENA T. DAYAGBIL		
MS. MYSUE L. TANTIANSU	Passport No. P3918610B	11/21/2019-11/20/2029 DFA Manila

Known to me and to me known to be the same person who executed the foregoing instrument consisting of ___ pages and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

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

NOTARY PUBLIC

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Page No. 69
Book No. 5
Series of 2023

Justin U. Gastardo
ATTY. JUSTINE JOEL VINCENT U. GASTARDO
Notary Public for the City of Cebu
Notarial Commission No. 040-21 until 31 December 2024
9 D. Jakosalem St., Cebu City
Attorney's Roll No. 76020
MCLE Compliance No. VII-0009900 valid until 04.14.2025
IBP No. 251123 issued on 16 December 2022 (for 2023)
PTR No. 6698132 issued on 13 December 2022 (for 2023)