

Framework Agreement

(Contract No. 2024-3-018)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and entered into by and between the **Securities and Exchange Commission** with office address at 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City, represented herein by its Officer-in-Charge of Human Resources Department, Ricky M. Abundo, and hereinafter referred to as the "THE PROCURING ENTITY",

and

Fortune Gate Corporation, a duly registered entity existing under the laws of the Philippines, with postal address at 1825 George Bocobo St., Malate, Manila City, represented by its Authorized Representative, Marivic O. Eugenio, hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project Catering Services for Training and Non-Training Programs for FY 2024;

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 predetermined;

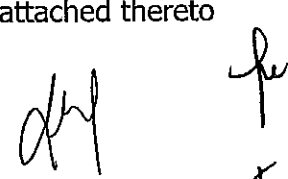
WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

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 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 from 11 March 2024 to 10 March 2025 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

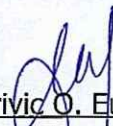
The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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.

Signed, sealed, delivered by
(for the Securities and Exchange
Commission)


Ricky M. Abundo
Officer-in-Charge
Human Resources Department

Signed, sealed, delivered by
(for the Fortune Gate Corporation)


Marivic O. Eugenio
Authorized Representative

Certified Funds Available:


Dondie Q. Esguerra
Director
Financial Management Department

Funds Available:
Burs No.. 02-206442-2024-03-000709
Date: 3-7-2024

ACKNOWLEDGEMENT

Republic of the Philippines)
Makati City) S. S.

MANILA

MAR 06 2024

BEFORE ME, a designated person to administer oaths on this ___ day of March 2024, personally came and appeared the following and presenting competent evidence of identity, as follows:

Name	Evidence of Identity
Ricky M. Abundo	_____
Marivic O. Eugenio	SSS NO. 01-1393773-0 ISABELA

all known to me and to me known to be the same persons who executed this Contract, consisting of ___ pages, including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Notary Public
[Signature]

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila- Until 12-31-2024
Notarial Commission No. 2024-091
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita, Mla.
IBP NO. 393541-01/03/2024 Pasig City
P.T.R. NO. 1535522-Jan 3, 2024 Manila
ROLL NO. 68731 .MCLE COMPLIANCE NO. VII-0011675

Doc. No. 83
Page No. 17
Book No. XXXXY
Series of 2024

[Signature]