

## Framework Agreement

(Contract No. 2024-3-025)

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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

**Vinno Ventures Solutions OPC**, a duly registered entity existing under the laws of the Philippines, with postal address at 76 Doña Soledad Avenue, JDP Building, Don Bosco, Parañaque City, represented by its President, Marc Vincent Anthony B. Vilar, hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project Transportation and Hauling Services;

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 an 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 MAR 21 2024 to MAR 20 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.

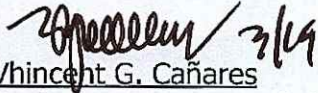
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**Article VI**  
**TERMS AND CONDITIONS**

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)

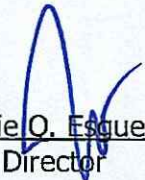
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Vincent G. Cañares  
Authorized Representative of the  
Head of the Procuring Entity

Signed, sealed, delivered by  
(for the Vinno Ventures Solutions OPC)

  
Marc Vincent Anthony B. Vilar  
President

Certified Funds Available:

  
Dondie O. Esguerra  
Director

Financial Management Department

**ACKNOWLEDGEMENT**

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

BEFORE ME, a designated person to administer oaths on this 25 day of March 2024, personally came and appeared the following and presenting competent evidence of identity, as follows:


Name	Evidence of Identity
Vhincen G. Cañares	SEC ID No. 1740
Marc Vincent Anthony B. Vilar	Passport No. P6023106A

all known to me and to me known to be the same persons who executed this Contract, consisting of 4 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

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of 2024

  
**ATTY. JENNY LOU F. DECANO**  
Administering Officer  
SEC Chief Counsel  
Securities and Exchange Commission  
Republic of the Philippines