

FRAMEWORK AGREEMENT
No. 2025-04-019

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this 15th day of APRIL 2025, by and between **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a National Agency of the Republic of the Philippines, with office address at Batasan Pambansa Complex, Diliman, Quezon City herein represented by **MARI-FLOR A. DOLLAGA-LIBANG** in her capacity as Regional Director of **FIELD OFFICE CARAGA**, hereinafter referred to as the “**Entity**”;

AND

FAS TRUCKING AND FORWARDING SERVICES, a duly licensed private entity, organized and existing by virtue of the laws of the Republic of the Philippines with office address at Purok 5, Brgy. Doongan (Lower), Butuan City, Philippines, represented by **JENELITO Y. FERNANDEZ**, Proprietor, hereinafter referred to as the “**Supplier**”;

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY declared to use Framework Agreement on its procurement project **PROCUREMENT OF FORWARDING SERVICES FOR THE HAULING OF HUMANITARIAN CARGO FOR CY 2025 UNDER A FRAMEWORK AGREEMENT**;

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 characteristics, the quantity and/or exact time of need cannot be accurately pre-determined, viz;

No.	Item	Quantity	UOM	UNIT PRICE	TOTAL PRICE
1	Forwarding Services Flat Rate for 10 - Wheeler Truck <ul style="list-style-type: none"> ● Vehicle type: wing van; ● Inclusive of loading and unloading labor (6-10 persons), fuel, tax, Profit OCM; 	98	Unit/s	₱ 15,200.00	₱ 1,489,600.00
2	Forwarding Services Flat Rate for 6 - Wheeler Truck <ul style="list-style-type: none"> ● Vehicle type: closed or wing van; ● Inclusive of loading and unloading labor (6-10 persons), fuel, tax, Profit OCM; 	98	Unit/s	₱ 7,200.00	₱ 705,600.00

MARI-FLOR A. DOLLAGA – LIBANG
Regional Director

JENELITO Y. FERNANDEZ
Proprietor

MARI-FLOR A. DOLLAGA – LIBANG
Regional Director

3	Forwarding Services additional rate per kilometer for 10 - Wheeler Truck • Inclusive of loading and unloading; labor (6-10 persons), fuel, tax, Profit OCM;	23,042.00	Km/s	₱ 180.00	₱ 4,147,560.00
4	Forwarding Services additional rate per kilometer for 6 - Wheeler Truck • Inclusive of loading and unloading labor (6-10 persons), fuel, tax, Profit OCM;	23,044.00	Km/s	₱ 85.00	₱ 1,958,740.00
5	Freight and Handling (Shipment Rate) via RoRo for 10 - Wheeler Truck	90	Unit/s	₱ 38,600.00	₱ 3,474,000.00
6	Freight and Handling (Shipment Rate) via RoRo for 6 - Wheeler Truck	90	Unit/s	₱ 30,200.00	₱ 2,718,000.00
TOTAL AMOUNT					₱ 14,493,500.00

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 Agreements 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 as reflected in the Bid Documents attending the procurement and made an Integral part of this Agreement;
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:

JENELITO Y. FERNANDEZ
Proprietor

- 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 Technical Specifications;
- c. the Bid Documents, including the Supplemental Bid Bulletins issued;
- d. the Performance Security or Performance Securing Declaration;
- e. the Procuring Entity's Notice to Execute Framework Agreement; and
- f. Call-Offs.

**Article II
DURATION**

The term of this Agreement shall be from APRIL 15, 2025 to APRIL 15, 2026 unless sooner revoked by both parties or until the full exhaustion of the maximum quantities;

**Article III
CONSIDERATION**

For the consideration of one peso (Php 1.00), PROCURING ENTITY has the option to purchase any or all 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 exercise 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 same time and date specified in the Call-off. All rules and guidelines governing the implementation of procurement contracts under R.A. No. 9184 and its revised IRR shall be applicable.

Failure on the part of the **Supplier** to deliver goods or perform the services shall warrant the 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 the 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 the Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

MARI-FLOR A. DOLLAGA – LIBANG
Regional Director

JENELITO M. FERNANDEZ
Proprietor

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.

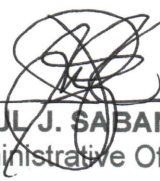
**DEPARTMENT OF SOCIAL WELFARE AND
DEVELOPMENT FIELD OFFICE CARAGA**



MARI-FLOR A. DOLLAGA-LIBANG
Regional Director

**FAS TRUCKING AND FORWARDING
SERVICES**


JENELITO Y. FERNANDEZ
Proprietor

SIGNED IN THE PRESENCE OF:


RAUL J. SABANDAL
Administrative Officer V


EMILY S. FERNANDEZ
Supplier's Representative
(Printed Name and Signature)

Republic of the Philippines)
City of Butuan) S.S.
x-----)

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Butuan, Philippines, this APR 15 2025
day of _____, 2025 personally appeared:

Name	I.D. No.	Date / Place Issued
MARI-FLOR A. DOLLAGA-LIBANG	DSWD ID No.: 10-1903049	March 29, 2019 / Cagayan de Oro City
JENELITO Y. FERNANDEZ	<u>SSS # 08-0979687-4</u>	_____

Both know to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is voluntary act and deed.

This agreement consisting five (5) pages signed by the parties and instrumental witness in all pages refer to an AGREEMENT for the project **PROCUREMENT OF FORWARDING SERVICES FOR THE HAULING OF HUMANITARIAN CARGO FOR CY 2025 UNDER A FRAMEWORK AGREEMENT.**

WITNESS MY HAND AND SEAL in the place and on the date stated above.

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Series of 2025

FRANCIS ANGELO CRUZAT ALTORINO
PTR No. 2749278 / January 7, 2025 / Butuan City
IBP No. 478873 / November 22, 2024 / Pasig City
MCLE Compliance in Progress
Notary Public under Commission Serial No. 50-03-2023
TIN 625-857-467
Email address: fran_cis.angelo.altorino@gmail.com