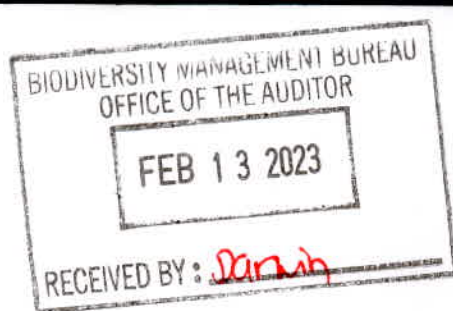


FRAMEWORK AGREEMENT

2023-017



This agreement made and entered into by and between **BIODIVERSITY MANAGEMENT BUREAU** of the Philippines with office address at Quezon Avenue, Diliman, Quezon City represented herein by its Director, Assistant Secretary **MARCIAL C. AMARO** and hereinafter referred to as "**THE PROCURING ENTITY**"

And

RICHWISE AGRIVET TRADING, duly registered entity existing under the laws of the Philippines with postal address at Sitio Centro, Barangay Potrero, Bacolor, Pampanga, represented by its Owner/Manager, **JOHN ISAAC S. TEVES** hereinafter referred to as "**THE SUPPLIER**"

WITNESSETH, that

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project "Supply and Delivery of Food for the Captive Animals at NWRRC for FY 2023";

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** but by its nature use or characteristic the quantity and 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 the date and time to be determined in the Call-Off to be listed 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 large, stylized handwritten signature in dark ink, located at the bottom right of the page.

- (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; and
- (g) Call-Offs.

**Article II
DURATION**

The term of this Agreement shall be from FEB 09 2023 to FEB 09 2024 unless sooner revoked by both parties.

**Article III
CONSIDERATION**

For the consideration of one peso (P1.00), **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

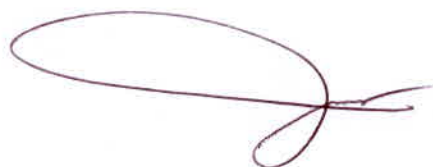
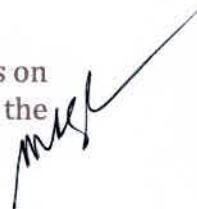
**Article V
OBLIGATION TO ANSWER A CALL-OFF**

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.



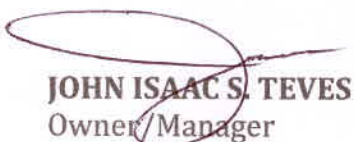
IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

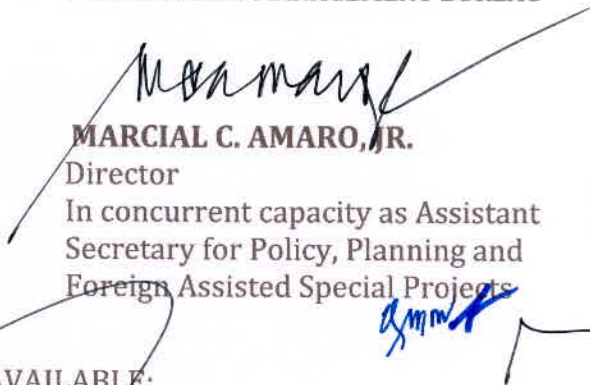
For the SUPPLIER:

For the PROCURING ENTITY:

RICHWISE AGRIVET TRADING

BIODIVERSITY MANAGEMENT BUREAU


JOHN ISAAC S. TEVES
 Owner/Manager


MARCIAL C. AMARO, JR.
 Director
 In concurrent capacity as Assistant Secretary for Policy, Planning and Foreign Assisted Special Projects

FUNDS AVAILABLE:

-4-
IZEL D. IBARDOLAZA
 Accountant III

02-101101-2023-02-0215
 310202100001000
 60203040-00
 ₱ 5,126,202.00

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

| NAME | COMPETENT EVIDENCE OF IDENTITY | DATE/PLACE ISSUED |
|-----------------------|--------------------------------|------------------------------|
| MARCIAL C. AMARO, JR. | DENRB-DASEC-ID-2014 | FEB. 17, 2022 QUEZON CITY |
| JOHN ISAAC S. TEVES | DRIVER'S LICENSE C10-11-D18F23 | AUG. 6, 2022 PAMPANGA |


Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of three (3) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

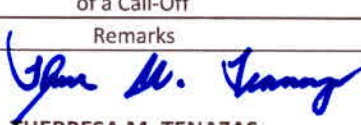
FEB 09 2023

WITNESS MY HAND AND SEAL, this ___ day of _____ 2023 in Quezon City, Philippines.

Doc. No. 113
 Page No. 23
 Book No. 14
 Series of 2023


ATTY ROSALINDA ADRIANO MONTENEGRO
 NOTARY PUBLIC
 Commission No. Adm No. NP-113 (2022-2023)
 PTR No. 4028249 - 01/3/2023 - QC
 IBP No. 195704 - 01/04/2022 - QC
 Attorney Roll No. 68465
 MCLE Compliance No. VII-0021672
 valid until 4/14/25
 Unit 312 Bldg. 137 Malakas St
 Brgy. Central, Quezon City

Framework Agreement List

| FRAMEWORK AGREEMENT LIST | | | | |
|--------------------------------|---|---|-----------------------------|---------------------|
| BIODIVERSITY MANAGEMENT BUREAU | | | | |
| | Item/Service Type and nature of each item/service | Cost per item or service | Maximum Quantity | Total Cost per item |
| 1 | Saluyot | 77.50 | 260 kgs. | 20,150.00 |
| 2 | Kangkong | 77.50 | 572 kgs. | 44,330.00 |
| 3 | Talbos Kamote | 77.50 | 364 kgs. | 28,210.00 |
| 4 | Togue | 77.50 | 312 kgs. | 24,180.00 |
| 5 | Pechay (tagalog) | 155.00 | 104 kgs. | 16,120.00 |
| 6 | Pechay (Baguio) | 155.00 | 416 kgs. | 64,480.00 |
| 7 | Kalabasa | 65.00 | 1560 kgs. | 101,400.00 |
| 8 | Pipino | 90.00 | 1560 kgs. | 140,400.00 |
| 9 | Kamote | 45.00 | 1092 kgs. | 49,140.00 |
| 10 | Corn | 45.00 | 6812 kgs. | 306,540.00 |
| 11 | Carrots | 97.00 | 1040 kgs. | 100,880.00 |
| 12 | Saging (saba) | 3.85 | 145,600 pcs. | 560,560.00 |
| 13 | Papaya | 51.00 | 4056 kgs. | 206,856.00 |
| 14 | Apple | 19.00 | 7800 kgs. | 148,200.00 |
| 15 | Pears | 38.00 | 4992 pcs. | 189,696.00 |
| 16 | Pakwan | 51.00 | 780 pcs. | 39,780.00 |
| 17 | Fish | 180.00 | 1560 kgs. | 280,800.00 |
| 18 | Carabeef | 400.00 | 2340 kgs. | 936,000.00 |
| 19 | Pork | 385.00 | 468 kgs. | 180,180.00 |
| 20 | Eggs | 285.00 | 156 tray | 44,460.00 |
| 21 | Chicken Meat (for tiger) | 255.00 | 1560 kgs. | 397,800.00 |
| 22 | Chicken heads | 125.00 | 1040 kgs. | 130,000.00 |
| 23 | Poultry Chicks | 19.00 | 14400 hds. | 273,600.00 |
| 24 | Pigeons/Mid size poultry | 155.00 | 720 hds. | 111,600.00 |
| 25 | Quail (culled) | 28.00 | 4800 hds. | 134,400.00 |
| 26 | Mice | 35.00 | 4800 hds. | 168,000.00 |
| 27 | Insects (various) | 0.50 | 120,000 pcs. | 60,000.00 |
| 28 | Live Broiler/Rabbit | 250.00 | 240 hds. | 60,000.00 |
| 29 | Canary Seeds (25 kgs./bag) | 2,050.00 | 4 bags | 8,200.00 |
| 30 | Poultry Conditioner 25 kg./bag | 1,051.25 | 4 bags | 4,205.00 |
| 31 | Red Millet grains (25 kg./bag) | 1,150.00 | 4 bags | 4,600.00 |
| 32 | Black Millet grains (25kg./bag) | 1,267.50 | 4 bags | 5,070.00 |
| 33 | Oyster grits | 105.00 | 24 kgs. | 2,520.00 |
| 34 | White Millet grains | 2,200.00 | 24 scks | 52,800.00 |
| 35 | Oat grits | 2,050.00 | 2 scks | 4,100.00 |
| 36 | Safflower seeds | 2,000.00 | 2 scks | 4,000.00 |
| 37 | Eggfood (Dry powder) 4 kgs. | 375.00 | 3 pcks | 1,125.00 |
| 38 | Sunflower seeds (50kg./bag) | 3,000.00 | 18 bags | 54,000.00 |
| 39 | Dragon Delite Pellets | 475.00 | 12 bags | 5,700.00 |
| 40 | Turtle Pellets | 375.00 | 48 pcks. | 18,000.00 |
| 41 | Dogfood (dry) (25kg./bag) | 2,450.00 | 36 bags | 88,200.00 |
| 42 | Vitamin Supplement powder (V22) | 190.00 | 36 bxs. | 6,840.00 |
| 43 | Vitamin-mineral powder (Cecical, 200 grms./box) | 190.00 | 36 bxs. | 6,840.00 |
| 44 | Multivitamin concentrate paste (Nutripet/nutrical) | 625.00 | 2 tube | 1,250.00 |
| 45 | Multi Vitamins Tablets | 2,300.00 | 6 cannister | 13,800.00 |
| 46 | Reptivite with D3 16oz | 1,350.00 | 12 cannister | 16,200.00 |
| 47 | Reptivite powder without D3 12oz | 630.00 | 3 cannister | 1,890.00 |
| 48 | Repti Calcium powder with D3 12oz | 630.00 | 3 cannister | 1,890.00 |
| 49 | Repti Calcium powder without D3 12oz | 650.00 | 3 cannister | 1,950.00 |
| 50 | Cod liver oil capsules | 220.00 | 3 cannister | 660.00 |
| 51 | Vetracin Gold powder 1 kg. | 2,300.00 | 2 tube | 4,600.00 |
| | TOTAL (Approved Budget for the Contract) | 5,170,464.00 | | 5,126,202.00 |
| | Expected delivery timeframe after receipt of a Call-Off | As specified in the Framework Agreement or Call-off | | |
| | Remarks | | | |
| |  TERESA M. TENAZAS | OIC, Wildlife Resources Division | Wildlife Resources Division | |
| | SIGNATURE OVER PRINTED NAME | POSITION | DEPARTMENT | |

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