



FRAMEWORK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between **JOSE R. REYES MEMORIAL MEDICAL CENTER** of the Philippines with office address at San Lazaro Cmpd., Rizal Avenue, Santa Cruz, Manila, represented herein by its Medical Center Chief II, **WENCESLAO S. LLAUDERES, M.D., FPSNM, MPM-HG** and herein referred to as **"THE PROCURING ENTITY"**.

and

VISTA PHARMA, INC. a duly registered entity existing under the laws of the Philippines, with postal address at Unit 1206 One Global Place, 5th Ave. cor. 25th St. Bonifacio Global City, Taguig City represented by its Authorized Representative, **JESSE MONIQUE T. AGUSTIN**, hereinafter referred to as **"THE SUPPLIER"**.

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project of **VARIOUS DRUGS AND MEDICINES**;

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 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 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 this 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 the Contract;
 - (d) The Special Conditions of the 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 **JANUARY 2024** to **DECEMBER 2024** unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of One peso (PhP1.00), **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 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 all 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 the performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of the 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 and delivered by:

(sgd)

WENCESLAO S. LLAUDERES, M.D., FPSNM, MPM-HG
Officer-In-Charge

for **JOSE R. REYES MEMORIAL MEDICAL CENTER**

Signed, sealed and delivered by:

(sgd)

MS. JESSE MONIQUE T. AGUSTIN
Authorized Representative

for **VISTA PHARMA, INC.**

JANUARY 23, 2024