## FRAMEWORK AGREEMENT

Project Title - **Supply and Delivery of Consolidated Reagents for SYSMEX HEMATOLOGY ANALYZER for District Hospitals (SINGLE YEAR FRAMEWORK AGREEMENT)**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into by and between [PROVINCIAL GOVERNMENT OF PAMPANGA] of the Philippines with office address at Capitol Compound, Barangay Sto. Nino, City of San Fernando, Pampanga represented herein by **LILIA G. PINEDA**, **Provincial Governor** and hereafter referred to as the "PROCURING ENTITY".

LILIA G. PINEDA
Governor

**and**

[**MEDICEL ENTERPRISES**], a duly registered entity existing under the laws of the Philippines with postal address at **Greenfields Square, Sindalan, City of San Fernando** represented by its Authorized Representative, **MS. MARICEL C. MANANSALA** hereinafter referred to as the "THE SUPPLIER",

MARICEL C. MANANSALA
Authorized Representative

**WITNESSETH, that:**

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project **Supply and Delivery of Consolidated Reagents for SYSMEX HEMATOLOGY ANALYZER for District Hospitals (Single Year 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 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 obligation 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.

LILIA G. PINEDA
Governor

MARICEL J. MANANSALA
Authorized Representative

Article II

**DURATION**

The term of this Agreement shall be one (1) year from the date of execution unless sooner revoked by both parties.

Article III

**CONSIDERATION**

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY has 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 THE 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 SUPLIER is bound to deliver the goods or perform the services identified as 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 the 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 the Guidelines on the Use of Framework Agreement by all Procuring Entities and all relevant issuances of the GPPB.

IN WITNESS whereof, the parties 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.

**Provincial Government of Pampanga**
**Entity**

**By:**

**Hon. LILIA G. PINEDA**
**Governor**

**MEDICEL ENTERPRISES**
**Supplier**

**By:**

**MARICEL C. MANANSALA**
**Authorized Representative**

**Signed in the presence of:**

_____

_____

## ACKNOWLEDGEMENT

Republic of the Philippines)

Province of Pampanga.....)

City of San Fernando.....)S.S.

LILIA G. PINEDA
Governor

**BEFORE ME,** a Notary Public for and in the City of San Fernando, Province of Pampanga, Philippines, on this _____ day of AUG 24 2026 personally appeared:

| Name | IDENTIFICATION | | |
|---|---|---|---|
| | No. | Date of issue | Place of Issue |
| MARICEL C. MANANSALA | | | |

MARICEL C. MANANSALA
Authorized Representative

thereby made known to me to be the same persons who executed and voluntarily signed the foregoing Contract, and acknowledged to me that the same is her free and voluntary act and deed, and of the entity she represent.

The foregoing Contract consisting of five (5) pages including the page on which this acknowledgement is written, has been signed on the right margin of each and every page by the parties and the witnesses.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed by notarial seal on the same date and place as above-written.

Doc. No. 142;
Page No. 30;
Book No. XCVII;
Series of 2026.

CECIL L. ANDIN
Notary Public
City of San Fernando, P.
Until December 31, 2026
PTR No. 6620748 - 01/05/2026 - Pamp.
IBP No. INV 586386 - 01/05/2026 - Pamp.
MCLE Comp. No. VIII-00242128 - 03/14/2025
Notarial Commission No. 21-25

## ACKNOWLEDGEMENT

Republic of the Philippines)

Province of Pampanga.....)

City of San Fernando.....)S.S.

LILIA G. PINEDA
Governor

**BEFORE ME,** a Notary Public for and in the City of San Fernando, Province of Pampanga, Philippines, on this _____ day of AUG 24 2026 personally appeared:

| Name | IDENTIFICATION | | |
|---|---|---|---|
| | No. | Date of issue | Place of Issue |
| LILIA G. PINEDA | Passport ID No. P8948609**B** | February 15, 2022 | DFA Pampanga |

MARICEL C. MANANSALA
Authorized Representative

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Until December 31, 2026
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IBP No. INV 586356 - 01/05/2026 - Pamp.
MCLE Comp. No. VIII-00242128 - 03/14/2025
Notarial Commission No. 21-25