

FRAMEWORK AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES** with office address at Old MIA Road corner Ninoy Aquino Avenue, Pasay City, represented herein by its Director General, **LTGEN RAUL L DEL ROSARIO AFP (RET)**, and hereinafter referred to as "THE PROCURING ENTITY";
and

EVERCON BUILDERS & EQUIPMENT CORPORATION, a duly registered entity existing under the laws of the Philippines, with postal address at Unit 3A, No. 644 Rajah Matanda St., Tondo, Manila City, represented by its President, **MARIO ONG**, hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project **"Supply and Delivery of 6.6A Prefocus Halogen AFLS Bulbs for Various Airports" (Single Year Framework Agreement)** in the total amount of **EIGHT MILLION FIVE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED EIGHTY PESOS (PHP8,518,880.00)**.

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 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 is a Single Year Framework Agreement which shall commence from receipt of Notice to Proceed (NTP) until **One (1) year (365 Calendar Days)** or upon consumption of the total quantity for each lot, whichever comes first or 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 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. However, the quantities and type of lamps to be delivered for call-off shall be mutually discussed and agreed by both parties.

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.

The Contractor may claim an extension of the time for completion which shall be granted only for the equivalent period of delay due to force majeure or fortuitous events such as fire, earthquake, typhoon, floods, droughts, earthquakes, epidemics or unavoidable calamity; Act of any governmental authority, domestic or foreign, such as war, priorities quarantines, embargoes, licensing controls on production or distribution restriction; In general, by other causes or events beyond the reasonable control of the Supplier, or by any act, neglect, delay or default on the parts of Government. Extension of time shall be granted only for the equivalent period of delay due to force majeure or fortuitous events or causes or events beyond the reasonable control of the Supplier or on orders of the Procuring Entity.

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 in Pasay City, Philippines on the 07 MAY 2025

**FOR THE PROCURING ENTITY
BY:**

LTGEN RAUL L DEL ROSARIO AFP (RET)
Director General

FOR THE SUPPLIER

BY:

MARIO ONG
President

WITNESSES

ENGR. GARY M. JADIE
Acting Chief, Air Navigation Service

LOLITA ONG
Vice President

Certificate of Availability of Funds

KEVIN O. ALMERIDO
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
CITY OF) S.S. MAKATI CITY

BEFORE ME, a Notary Public for and in, MAKATI CITY this 07 MAY 2025
day of _____ appeared the following person presenting to me their
respective identifications, to wit:

Name	Competent Evidence of Identity	Date and Place of Issue
LTGEN RAUL L DEL ROSARIO AFP (RET) Civil Aviation Authority of the Philippines		
MARIO ONG Evercon Builders & Equipment Corporation	UMID No. 0111-3426172-7	Manila




Known to me known to be the same persons who executed and voluntarily signed
the foregoing Contract which they acknowledge before me as their own free and voluntary
act and deed and with full authority to sign in that capacity.

This instrument refers to the Contract entitled *Supply and Delivery of 6.6A Prefocus
Halogen AFLS Bulbs for various airports (Single Year Framework Agreement with Reference No.
C.A. No. G-2024-183* and consisting of five (5) pages including this page where the
acknowledgement is written, duly signed by the parties and their instrumental witnesses
thereof.

WITNESS MY HAND AND SEAL, on the date and place above written.

~~Notary Public~~
ATTY. GERVASIO B. ORTIZ JR.
UNTIL DEC 31, 2025
PTR 0587518 MAKATI CITY JAN. 2, 2025
NCEB Commission No. 20012734
Appointment number 14-039 (2023-DEC 31, 2025)
PTR NO. 05729-LIFE TIME
MAKATI CITY ROLL NO. 40091
Issued at: _____
Issued on: _____
TIN No: _____

Doc. No. 700
Page No. 70
Book No. ✓
Series of: 11

CALL-OFF CIVIL AVIATION AUTHORITY OF THE PHILIPPINES <small>Agency</small>					
Supplier: EVERCON BUILDERS & EQUIPMENT CORPORATION C.O. No. _____ Address: Unit 3A, No. 644 Rajah Matanda St., Tondo, Manila City Date: _____					
Gentlemen: Please furnish this Office the following articles subject to the terms and conditions contained herein:					
Place of Delivery: _____ Date of Delivery: _____				Delivery Term: _____ Payment Term: _____	
Item No.	DESCRIPTION	Qty	Unit	Unit Cost	Amount
(Total Amount in Words)				TOTAL BID AMOUNT	
Please see attached Terms and Conditions					
Very Truly Yours,  LTGEN RAUL L DEL ROSARIO AFP (RET) Director General					
Conformed:  MARIO ONG Signature over Printed Name of Supplier Date: _____					
Funds Available: <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"> <div style="text-align: center;">  KEVIN D. ALMERIDO <small>Chief Accountant</small> </div> <div style="text-align: right;"> ALOBS No: _____ Amount: _____ </div> </div>					