

Framework Agreement For the Supply and Delivery of Digital Voice Recorder For the Procurement Service

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 25th day of AUGUST 2021, by and between:

PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency duly organized and existing under the laws of the Republic of the Philippines having its principal office at PS Complex, Cristobal Street, Paco, Manila, represented by ATTY. JASONMER L. UAYAN, OIC-Executive Director V, hereinafter referred to as the "PS-DBM";

and

SPH INTERNATIONAL CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines and having its principal office at 1100-1102 Quiricada Extn., Brgy. 239 Zone 22, Tondo Manila, represented by JESSELYN S. CABUNSUKA, Authorized Representative hereinafter referred to as the "Supplier";

WITNESSETH, that:

WHEREAS, the PS-DBM, decided to use Framework Agreement on its procurement project Supply and Delivery of Digital Voice Recorder for the Procurement Service;

WHEREAS, this Agreement is for the option to purchase the goods determined to be necessary and desirable to address and satisfy the needs of PS-DBM as the central source of commonly used supplies and equipment of the Philippine Government, but by its nature, use or characteristic, the quantity and exact time of need cannot be accurately pre-determined, viz:

Table with 6 columns: Lot No., Item, Quantity, UOM, Unit Price, Total Price. Row 1: 1, DIGITAL VOICE RECORDER, 1,863, units, P 7,056.88, P 13,146,967.44

WHEREAS, PS-DBM 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 PS-DBM; and

WHEREAS, the Supplier which passed the eligibility screening conducted by PS-DBM, 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:

Signatures of ATTY. JASONMER L. UAYAN, ATTY. SHEILA O. VALINO, JESSELYN S. CABUNSUKA, and MICHELLE B. PANTUA with their respective titles and organizations.

**Article I  
GENERAL CONSIDERATIONS**

1. This Framework Agreement is an option contract. **PS-DBM** 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 **PS-DBM** as 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:
  - 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 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 25 AUGUST 2021 to 25 AUGUST 2022 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), **PS-DBM** 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 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.

SIGNATURE REDACTED  
ATTY. JASONMER L. UYAN  
OIC-Executive Director V, PS

SIGNATURE REDACTED  
ATTY. APRILO VALINO  
Head, Procurement Division X,  
Contract Management Division

SIGNATURE REDACTED  
JESSELYN S. CABUNSONA  
Authorized Representative  
SPH International Corporation

SIGNATURE REDACTED  
MICHELLE B. PANTUN

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

Once **PS-DBM** 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. All rules and guidelines governing the implementation of procurement contracts under RA 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 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.

**PROCUREMENT SERVICE –  
DEPARTMENT OF BUDGET AND  
MANAGEMENT**

**SPH INTERNATIONAL CORPORATION**

By signing this Agreement, I also confirm that I am authorized to sign on behalf of PS-DBM.

By signing this Agreement, I also confirm that I am authorized to sign on behalf of SPH International Corporation

SIGNATURE REDACTED  
**ATTY. JASONMER L. UAYAN**  
*OIC-Executive Director V*

SIGNATURE REDACTED  
**JESSELYN / S. CABUNCUKA**  
*Authorized Representative*

SIGNATURE REDACTED  
**ATTY. SHEILA O. VALINO**  
*Head, Procurement Division X  
Contract Management Division*

**WITNESSES**

SIGNATURE REDACTED  
**MICHELLE B. PANTHA**

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }  
CITY OF MANILA } S.S

SEP 14 2021

BEFORE ME, a Notary Public for and in the City of Manila this 14 day of SEPTEMBER, 2021, ~~CITY OF MANILA~~ appeared the following persons presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Date of Issue	Place of Issue
ATTY. JASONMER L. UAYAN	Passport P5414448A	21 December 2017	Davao
JESSELIN S. CARBUNERA	UMID ID NO. 0111-721817-6		

known to me to be the same persons who executed and voluntarily signed the foregoing FRAMEWORK AGREEMENT which they acknowledged 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 FRAMEWORK AGREEMENT FOR THE SUPPLY AND DELIVERY OF DIGITAL VOICE RECORDER FOR THE PROCUREMENT SERVICE and consists of four (4) pages including this page where the Acknowledgment is written, duly signed by the parties and their instrumental witnesses thereof.

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

Doc. No. 283  
Page No. 57  
Book No. 63  
Series of 2021

**NOTARY PUBLIC**  
**ATTY. JOHN EDWARD T. ANG**  
Notary Public for City of Manila  
Notarial Commission No. 2020-033 Unit 12/31/2021 Manila  
2/F Midland Plaza Hotel, Adriaico St., Ermita, Manila  
IBP No. 134850 Issued on Dec. 1, 2020 Until Dec. 31, 2021 Pasig City  
PTR No. 9821951 Issued on Jan. 4, 2021 Until Dec. 31, 2021 Manila  
ROLL No. 66731 Issued on May 29, 2017  
MCLE No. VI-0017186 Issued on Jan. 24, 2019 Valid until April 14, 2022