

**Framework Agreement  
For the Supply and Delivery of Printer, Impact Dot Matrix, 9 pins  
For the Procurement Service**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into this 12<sup>th</sup> 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

**BUSINESS MACHINES CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines and having its principal office at Carson Bldg., 1888 Orense St. Guadalupe Nuevo, Makati City, represented by Mylene Lopez Palalay, **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 Printer, Impact Dot Matrix, 9 pins 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:

Lot No.	Item	Quantity	UOM	Unit Price	Total Price
3	PRINTER, Impact Dot Matrix, 9 pins	936	units	₱ 9,798.00	₱ 9,170,928.00

**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:

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

SIGNATURE REDACTED  
ATTY. CARVIN JAY I. PARARQUE  
OIC – Director IV,  
Procurement Group, PS

SIGNATURE REDACTED  
MYLENE LOPEZ PALALAY  
Authorized Representative  
Business Machines Corporation

SIGNATURE REDACTED  
Robert Velasco

**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 12 Aug. 2021 to 12 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. JASONMERL JAYAN  
OIC-Executive Director V, PS

SIGNATURE REDACTED  
ATTY. ERVIN JAY I. ALPARAQUE  
OIC-Director IV  
Procurement Group, PS

SIGNATURE REDACTED  
MYRENE PALALAN  
Authorized Representative  
Business Machines Corporation

SIGNATURE REDACTED  
ROBERTO WILSON

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

BUSINESS MACHINES 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 Business Machines Corporation

SIGNATURE REDACTED  
ATTY. JASONMERL. UAYAN  
OIC-Executive Director V

SIGNATURE REDACTED  
MAYLENE PAUNAY  
Authorized Representative

SIGNATURE REDACTED  
ATTY. EARVIN JAYL. ALPARAQUE  
OIC-Director IV, Procurement Group  
PS-DBM

WITNESSES  
SIGNATURE REDACTED  
Robert Velasco

ACKNOWLEDGMENT

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

SEP 13 2021

BEFORE ME, a Notary Public for and in the City of Manila this \_\_\_ day of \_\_\_\_\_ 2021 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
MYLENE LOPEZ PALALAY	TIN 296-549-310-000	30 July 20109	Lucena City

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 PRINTER, IMPACT DOT MATRIX, 9 PINS 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.

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Page No. 52  
Book No. 43  
Series of 2021

ATTY. JOHN EDWARD T. ANG  
Notary Public for City of Manila  
Notarial Commission No. 2020-0370-000-2, 2/19/2021 Manila  
2/F Midland Plaza Hotel, Adriatico St., Ermita, Manila  
IBP No. 13485C Issued on Dec. 14, 2020 Until Dec. 31, 2021 Pasig City  
PTR No. 9821951 Issued on Jan. 4, 2021 Until Dec. 31, 2021 Manila  
ROLL No. 58731 Issued on May 29, 2017  
MCLE No. VI-0017186 Issued on Jan/24, 2019 Valid until April 14, 2022





**Business Machines Corporation**  
 Corner 2nd, Corner St. Lucena City, Marikina City  
 Tel. No. 822-4118/811/811/811/811/811

**32 Villa Consuelo City Office**  
 32 Villa Consuelo St., Lucena City

Office No. 822-4118/811/811/811/811/811  
 Home No. 822-4118/811/811/811/811/811  
 Fax No. 822-4118/811/811/811/811/811  
 Email: info@businessmachines.com.ph

**PERSONNEL INFORMATION**

Employee No. 822-4118/811/811/811/811/811  
 Office No. 822-4118/811/811/811/811/811  
 Position: **SALES REPRESENTATIVE**


**Michael P. Dague**  
 0973-1337788


The person whose photo and signature appear herein is a registered taxpayer of BUSINESS MACHINES CORPORATION. If found, please return to (822)

Michael P. Dague  
 Sales Representative

**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF FINANCE**  
**BUREAU OF INTERNAL REVENUE**

NAME: PALALAY, MYLENE LOPEZ  
 TIN : 296-549-310-000  
 ADDRESS: 32 Villa Consuelo  
 St., Ibabang Dupay,  
 Lucena City  
 BIRTH DATE: 04-11-1979  
 ISSUE DATE: 07-30-2010



  
 SIGNATURE