# Framework Agreement For the Supply and Delivery of Mouse, Optical For the Procurement Service 

## KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 12 day of SANLARY 2022, 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 "PSDBM";and
ACCEL PRIME TECHNOLOGIES, INC., with principal address at Unit 405 PM Bldg., No. 26 N. Domingo St., Corner Gilmore St., Quezon City represented by UEREMEY S? QSIGNLA , 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 Mouse, optical 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 <br> No. | Item | Quantity | UOM | Unit Price | Total Price |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | MOUSE, optical | 33,358 | units | P 144.00 | P |

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:


# 2021 Procurement Service Framework Agreement for the Supply and Delivery of Mouse, optical for the Procurement Service 

## Article I <br> 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 $\qquad$ to $\qquad$ unless sooner revoked by both parties or until the full exhaustion of the maximum quantities;

## Article III

 CONSIDERATIONFor 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.

## Article V <br> 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 - <br> DEPARTMENT OF BUDGET AND MANAGEMENT

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


OIC-Executive Director $V$

## ACCEL PRIME TECHNOLOGIES, INC.

By signing this Agreement, I also confirm that I am authorized to sign on behalf of Accel Prime Technologies, Inc.

## SIGNATURE REDACTED



Authorized Representative

## WITNESSES



SIGNATURE REDACTED-

## ACKNOWLEDGMENT

## REPUBLIC OF THE PHILIPPINES

\}
CITY OF MANILA
\} S.S
MAR $02 \angle U 22$
BEFORE ME, a Notary Public for and in the City of Manila this $\qquad$ day of $\qquad$ 2021 appeared the following persons presenting to me their respective identifications, to wit:

| Name | Competent Evidence <br> of Identity | Date of Issue | Place of Issue |
| :---: | :---: | :---: | :---: |
| ATTY. JASONMER L. DAYAN |  | 21 December 2017 | Davao |
| VEREMEY US CASYGNIA |  |  | QUEZON CITY |

known to me to be the same person 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 MOUSE, OPTICAL 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 ałove-written.

Doc. No. 2,10
Page No. $\quad .44$
Book No.
Series of 202



## CONTRACT/PURCHASE ORDER

No. PO22-00161 -CSE

To: ACCELPRLME TECHLNOLOGLES, INCORFORATED
Unit 405, PM Bldg No, 26 N . Dominge St. comur Gilmore Steet, Brgy. Valencia

Queron City

Date Eebruary 17. 2022
Reference: PUBLIC
BIDDING No.
Date of PB: $\qquad$ 01/12/2022

Mplease delliver the article(s)/product(s)/supplies/materials listed below priced in accordance with your Quotation No. $\qquad$ dated $\qquad$ subject to the Terms and Conditions enumerated at
the back hereof:

| $\begin{aligned} & \text { Item } \\ & \text { No. } \end{aligned}$ | ITEM and DESCRIPTION/SPECIFICATIONS/STOCK No. | OTY | UNIT | UNIT PRICE |  | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | MOUSE, OPIICAL <br> MANHATTAN 178808 <br> For complete and detailed specifications, please refer to the following attached documents: <br> a Technical Evaluation Report; <br> b. Resolution No. TSRC-2021-001 (if applicable). <br> The fotlowing documents shall be deemed to form and be reac and construed as part of this Call-Off Order: <br> a) The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/Statements submitted(e.g. bintden's response fo clarificalions on the bid), including corrections to the Lid resulhing from the Procusing Entity's bid evaluation; | $4,500$ | UNIT | $144.00$ |  | 648,000.00 |
| TOTAL AMOUNT |  |  |  |  |  | 648,000.00 |



## CONTRACT/PURCHASE ORDER

No. P022-00161 -CSE

To: ACCELPRIME TECHNOLOGIES, INCORPORATED

Date Fehruary 17,2022
Unit 405, PM Bldg. No. 26 N. Domingo St.
comer Gilmore Street, Brgy. Valencia
Quezon City

Reference: PUBLIC
BIDDING No.
Date of PB: $\qquad$ 01/12/2022

No.

Mplease arifver the article(s)/product(s)/supplies/materials listed below priced in accordance with your Quotation back hereof dated $\qquad$ subject to the Terms and Conditions enumerated at XxX.

| Item No. | ITEM and DESCRIPTION/SPECIFICATIONS/STOCK No. | QTY | UNIT | UNIT <br> PRICE |  | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | b) Framework Agreement List <br> c) Bidding Documents, including the Supplemental Bid Bulletins issued/Request for Offer; <br> d)The Procuring Entity's Notice to Execute Framework Agreement. <br> Progress payment shall be made after acceptance and completion of each Call-On: <br> As a precondition for payment, submit authenticated Import documents per DOF Order No. 87-91, if applicable. <br> Subject to Expanded Withhotding Tax, Final Withholding Tax and Other Percertage Taxes Reference: R.A. 9337, Revenue Regulation Nos. 16-05, 14-02, 12-01 \& 2-98. |  |  |  |  |  |

PLACE OF DELIVERY
Procurement Service-DBM Main Warehouss RR Road, Cristobal St, Paco, Manila

## DELIVERY INSTRUCTIONS:

Within Thirty (30) Calendar Days upon receipt o
Call-off.


To: ACCEL PRIME TECHNOLOGIES, incorporated

Date February 17.2022
Unit 405, PM Bldg. No. 26 N . Domingo St.
comer Gilmore Street, Brgy. Valencia
Quezon City
Mpleaseduliver the article(s)/product(s)/supplies/materials listed below priced in accordance with your Quotation No.
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| :---: | :---: | :---: | :---: | :---: | :---: |
|  | in order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be covered by either retention money in an amount equivalent to at least one percent ( $1 \%$ ) of every progress payment, or a special bank guarantee equivalen to at least one percent ( $1 \%$ ) of the total contract price. The said amounts shall only be released after the lapse of the warranty period of three (3) months or, in the case of Expendable Supplies, after consumption thereof Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met. <br> Please submit Delivery Receipt and Copy of C. O to the Warehousing and Delivery Division after delivery of the item. <br> This Call-Off Order shall be part of Framework Agreement with Reference No. 2021-FA030-PDX. <br> Tranche 1 |  |  |  |  |
| TOTAL AMOUNT |  |  |  |  |  |



PS-DBM Complex
Cristobal St., Paco
Metro Manila
Tel. Nos 563-93-61
689-7750 loc. 4020

## CONTRACT/PURCHASE ORDER

## No. PO22-00161 -CSE

To: ACCELPRIME TECHNOLOGTES, INCORPORATED
Unit 405, PM Bldg. No. 26 N. Domingo St.
corner Gilmore Street, Brgy. Valencia
Quezon City

Date February 17,2022
Reference: PUBLIC
BIDDING No.
Date of PB: $\qquad$ 01/12/2022

No.
Niplease daliver the article(s)/product(s)/supplies/materials lis dated $\qquad$ subject to the Terms and Conditions enumerated at the back hereof: XXX .


To: ACCELPRIME TECHNOLOGIES,
INCORPORATED
Unit 405, PM Bldg. No. 26 N. Domingo St.
corner Gilmore Street, Brgy. Valencia
Quezon City

Date August 12, 2022
Reference: PUBLIC
BIDDING No.
Date of PB: $\qquad$ 01/12/2022

Mpteade auiker the article(s)/product(s)/supplies/materials listed below priced in accordance with your Quotation No. dated $\qquad$ subject to the Terms and Conditions enumerated at
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PS-DBM Complex
Cristobal St., Paco
Metro Manila
Tel. Nos 563-93-61
689-7750 loc. 4020

## CONTRACT/PURCHASE ORDER

No. PO22-01279-CSE

To: ACCELPRIME TECHNOLOGIES, INCORPORATED
Unit 405, PM Bldg. No. 26 N. Domingo St. comer Gilmore Street, Brgy. Valencia

## Quezon City

Date Angust 12,2022
Reference: PUBLIC
BIDDING No.
Date of PB: $\frac{\text { PD }}{2021-F A 030-}$
01/12/2022
$\qquad$
the back hereof dated subject to the Terms and Conditions enumerated at

| $\begin{aligned} & \text { Item } \\ & \text { No. } \end{aligned}$ | ITEM and DESCRIPTION/SPECIFICATIONS/STOCK No. | QTY | UNIT | $\begin{aligned} & \hline \text { UNIT } \\ & \text { PRICE } \end{aligned}$ | AMOUNT |  |
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| TOTAL AMOUNT |  |  |  |  | P $\quad 648,000.00$ |  |



To: ACCELPRIME TECHNOLOGIES, INCORPORATED
Urit 405, PM Bldg. No. 26 N. Domingo St. corner Gilmore Street, Brgy. Valencia
Quezon City

Date August 12,2022
Reference: PUBLIC
BIDDING No.
Date of PB: $\qquad$
01/12/2022

Mpeedsearinver the article(s)/product(s)/supplies/materials listed below priced in accordance with your Quotation dated $\qquad$ subject to the Terms and Conditions enumerated at
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| Item No. | ITEM and DESCRIPTION/SPECIFICATIONS/STOCK No. | QTY | UNIT | UNIT PRICE |  | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
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## CONTRACT/PURCHASE ORDER

No. PO22-01279 -CSE

To: ACCELPRIME TECHNOLOGIES, INCORPORATED
Unit 405, PM Bldg. No. 26 N. Domingo St.
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Date_August 12, 2022
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Quezon City
01/12/2022
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the back hereof;



