

## CONTRACT/AGREEMENT

THIS AGREEMENT made this 30 day of January 2023 between ANTI-MONEY LAUNDERING COUNCIL of the Philippines, represented by its Executive Director, Matthew M. David, with office address at Room 507, 5/F, EDPC Building, BSP Complex, Malate, Manila (hereinafter called "the Procuring Entity") of the one part and KEYSTONE SOLUTIONS, INC., represented by its Authorized Representative, Ms. Marlene T. Uy, with office address at Unit 1707 Hanston Square 17 San Miguel Ave., Ortigas Center, Pasig City, Philippines (hereinafter called "the Supplier") of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly for One (1) Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk) and has accepted a Bid by the Supplier for the supply of the said goods and services in the sum of *Two Million One Hundred Fourteen Thousand Two Hundred Eighty Pesos (PHP2,114,280.00), inclusive of all costs and applicable taxes*, (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

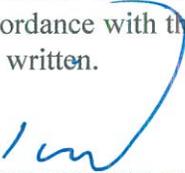
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and



- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *Two Million One Hundred Fourteen Thousand Two Hundred Eighty Pesos (PHP2,114,280.00)*, inclusive of all costs and applicable taxes, or such other sums as may be ascertained, *Keystone Solutions, Inc.* agrees to the *One (1) Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk)* in accordance with its Bid.
4. The *Anti-Money Laundering Council* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

  
MATTHEW M. DAVID  
Executive Director

for:

Anti-Money Laundering Council

  
MARLENE T. UY  
Authorized Representative

for:

Keystone Solutions, Inc.

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF MANILA ) S.S.

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Manila City, Philippines, personally appeared the following persons with their respective competent evidence of identity:

	Government-Issued ID/No.	Date/Place of Issue
<b>Matthew M. David</b>	<u>DRIVERS LICENSE</u> <u>N62-93-210584</u>	<u>09/23/2021-NCR</u>

who were identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and of the principals they represent.

This instrument, referring to the CONTRACT/AGREEMENT for the **One (1) Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk)**, consisting of four (4) pages, including this page where this Acknowledgment is written, was duly signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL on JAN 30 2023 at Manila City, Philippines.

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NOTARY PUBLIC  
ATTY. JEFFRY A. ALEJO  
Notary Public  
Commission No. 2022-047  
Until 31 December 2023  
IBP No. 174784 / 5 January 2022  
PTR No. MLA0282353 / 10 March 2022  
MCLE Compliance No. VII -0007695/ Valid Until 2025  
Bangko Sentral ng Pilipinas, Malate, Manila  
Roll of Attorneys No. 66665



REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF Mandaluyong City S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in Mandaluyong City, Philippines,  
personally appeared the following persons with their respective competent evidence of identity:

<b>Marlene T. Uy</b>	Government-Issued ID/No. SSS ID No. 33-5574768-8	Date/Place of Issue
	_____	_____

who were identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and of the principals they represent.

This instrument, referring to the CONTRACT/AGREEMENT for the **One (1) Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk)**, consisting of four (4) pages, including this page where this Acknowledgment is written, was duly signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL on JAN 27 2023 at \_\_\_\_\_, Philippines.

Mandaluyong City

NOTARY PUBLIC

**ATTY. JAMES K. ABUGAN**  
Notary Public  
APPT. NO. 0442-23 Until 12-31, 2024  
IBP No. 180334 Nov. 23, 2022 Rizal Chapter  
Roll No. 26890 Lifetime  
MCLE No. VII-0020184 until 4/14/2025  
TIN No. 116-239-956  
PTR No. 5105663 01/09/2023  
Rm. 314 J&B Bldg., 251 EDSA,  
Mandaluyong City Tel. No. (02)854-523-21

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Republic of the Philippines  
**ANTI-MONEY LAUNDERING COUNCIL**

**MEMORANDUM**

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**COUNSELING, ADJUDICATION, AND MUTUAL LEGAL ASSISTANCE UNIT**

**For :** **The Acting Deputy Director**  
Enterprise Technology Management Group (ETMG)

**Subject :** **Request for Review of the Contract for the Procurement of PR No. 23-011: One (1) Lot Multi-Year Subscription of Software Maintenance and Support for Privileged Access Management (CYBERARK)**

**Date :** 20 January 2023

This refers to the request for review of the draft Contract/Agreement for PR No. 23-011 for the procurement of One (1) Lot Multi-Year Subscription of Software Maintenance and Support for Privileged Access Management (CYBERARK) between the AMLC and Keystone Solutions, Inc.

We have reviewed the draft Contract Agreement in accordance with Republic Act No. 9184 or the Government Procurement Reform Act (GPRA), its 2016 Implementing Rules and Regulations (IRR), and the Philippine Bidding Documents (PBD), and we have made direct edits thereto.

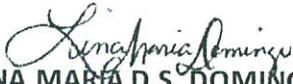
Based on our review, we note that the (1) Notice of Award of Contract, and the Bidder's conforme (NOA), (2) Performance Security, and (3) Notice to Proceed (NTP) have yet to be provided. Please take note and observe the period prescribed under the IRR for issuance of the NOA and the NTP.

Further, kindly make sure that the performance security, denominated in Philippine Peso in an amount not less than the required percentage of the total contract price and in a form prescribed in Section 39 of the IRR, should be posted by Keystone Solutions, Inc. in favor of the AMLC within ten (10) calendar days from receipt of the NOA but in no case later than the signing of the Contract.

We attach the draft Contract/Agreement with our revisions marked up, for easy reference. Please also see our notes in comment balloons.

Other than the foregoing, we find that the documents attached to the Contract Agreement are substantially compliant with the templates prescribed by the GPRA, IRR and PBD.

For your consideration..

  
**LINA MARIA D.S. DOMINGO**  
Legal Officer III

  
**ANNA MARIE SHEILA N. CALLAR- PALOMA**  
Legal Officer IV and Acting Head

ACKNOWLEDGEMENT RECEIPT

This is to acknowledge the Performance Security of Keystone Solutions, Inc. in the form of Check, from Security Bank with check no. 0000026744 amounting to PHP 105,714.00 for the procurement project PR23-011 One (1) Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk).

Received by:

Name: MA. CHARMAINE G. MICHAND

Position: BANK OFFICER II

Signature: [Signature]

Date Received: 01-26-2023

Company Representative:

Name: RODEL ANIETE

Signature: [Signature]

Date Received: 1-26-23

ORIGINAL CHECK  
RECEIVED BY [Signature]  
M. LEON P. GARCIA  
4 1/26/22  
4:10 pm

CHECK NO. 0000026744  
FIRST 01014  
LAST 0293

DATE 01-26-2023  
AMOUNT IN WORDS ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED FOURTEEN AND 00/100 ONLY\*\*

MANAGER'S CHECK

AY TO THE ORDER OF KEATON-MONEY LAUNDERING COUNCIL\*\*  
:SOS

We allow the electronic clearing of this check and hereby waive the presentation for payment of this original to Security Bank.

SECURITY BANK

N MIGUEL AVENUE BRANCH  
11 MEDICO BLDG., SAN MIGUEL CORNER  
URDES ST., PASIG CITY

[Signature]  
NORIC HERMOGENES  
BANK SALES ID: 074787919

⑈0000026744⑈01014⑈0293⑈38182100608⑈000

COURT 3X  
81-821100-608

The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

4	<b>Inspection and Tests</b>
	<p>The inspections and tests that will be conducted:</p> <ul style="list-style-type: none"> <li>• <i>Inspections of Certificate/ Proof of Entitlement</i></li> <li>• <i>Inspections on compliance with the requirements of the Bidding Documents, including Technical Specifications and Schedule of Requirements.</i></li> </ul>
5	<b>Warranty</b>
5.1	<p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to <b>five percent (5%)</b> of every progress payment, or a special bank guarantee equivalent to <b>five percent (5%)</b> of the total Contract Price, in accordance with GPPB Resolution No. 30-2017.</p> <p>The said amounts shall only be released after the lapse of <b>one (1) year after acceptance</b> by the Procuring Entity of the delivered Goods.</p> <p>After the lapse of the period, the Procuring Entity shall release the retention money or special bank guarantee, <i>Provided</i>, that the goods supplied are free</p>

**LETTER OF CONFORMITY**

This certifies that our company, *Keystone Solutions, Inc.*, located at *Unit 1707 Hanston Square Building, 17 San Miguel Avenue, Ortigas Center, Pasig City*, has conformed to the Section VI – Schedule of Requirements and Section VII - Technical Specifications

IN WITNESS WHEREOF, I have hereunto set my hand this 20<sup>th</sup> day of December 2022, at Pasig City, Philippines.

  
Jennifer P. Biyo  
Affiant

Signed and sworn to before me, a notary public, by *Jennifer P. Biyo*, who has proven to me her identity through her *Social Security System ID no. 33-8151149-3* issued at *Quezon City, Philippines*, and who has executed the foregoing Letter of Conformity and acknowledge that the same is her voluntary act and deed.

DEC 20 2022

**FERDINAND D. AYAHAO**  
Notary Public

For Pasig City, Pateros and San Juan City  
Appointment No. 108 (2022-2023) valid until 12/31/2023  
MCLE Exemption No. VII-BEP003719 valid until 04/14/25  
Roll No. 46377; IBP LRN 02459; OR 535886; 06/21/2001  
TIN 123-011-785; PTR 8129984; 01/05/22; Pasig City  
Unit 5, West Tower PSE, Exchange Road  
Ortigas Center, Pasig City Tel. +632-86314090

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Book No. 57  
Series of 2022.

## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months	
1.	<p>Certificate / Proof of Entitlement for 1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk)</p> <p>Year 1: 1 February 2023 – 31 January 2024</p> <p>Year 2: 1 February 2024 – 31 January 2025</p> <p>Year 3: 1 February 2025 – 31 January 2026</p>	1 Lot	1 Lot	<p>Year 1: Within 3 calendar days after receipt of Notice to Proceed.</p> <p>Year 2: Within 3 calendar days after the effectivity of the GAA and approval of APP for FY 2024.</p> <p>Year 3: Within 3 calendar days after the effectivity of the GAA and approval of APP for FY 2025.</p>	Comply
2.	<p>3 Year Actual coverage of the 1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk)</p>			<p>Year 1: 1 February 2023 – 31 January 2024</p> <p>Year 2: 1 February 2024 – 31 January 2025</p> <p>Year 3: 1 February 2025 – 31 January 2026</p>	Comply
3.	3 Year Local Standard Technical Support and Maintenance				Comply
4.	Quarterly security evaluation on the policies and configuration of the systems deployed			<p>Year 1: Last weeks of March 2023, June 2023, September 2023, December 2023</p> <p>Year 2: Last weeks of</p>	Comply

				March 2024, June 2024, September 2024, December 2024  <i>Year 3: Last weeks of</i> March 2025, June 2025, September 2025, December 2025	
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*Handwritten signature*

## Section VI. Schedule of Requirements

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1.	<p>Certificate / Proof of Entitlement for 1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk)</p> <p>Year 1: 1 February 2023 – 31 January 2024</p> <p>Year 2: 1 February 2024 – 31 January 2025</p> <p>Year 3: 1 February 2025 – 31 January 2026</p>	1 Lot	1 Lot	<p>Year 1: Within 3 calendar days after receipt of Notice to Proceed.</p> <p>Year 2: Within 3 calendar days after the effectivity of the GAA and approval of APP for FY 2024.</p> <p>Year 3: Within 3 calendar days after the effectivity of the GAA and approval of APP for FY 2025.</p>	Comply – See attached Annex A	
2.	<p>3 Year Actual coverage of the 1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk)</p>			<p>Year 1: 1 February 2023 – 31 January 2024</p> <p>Year 2: 1 February 2024 – 31 January 2025</p> <p>Year 3: 1 February 2025 – 31 January 2026</p>		Comply – See attached Annex A
3.	3 Year Local Standard Technical Support and Maintenance					
4.	Quarterly security evaluation on the policies and configuration of the systems deployed					<p>Year 1: Last weeks of March 2023, June 2023, September 2023, December 2023</p> <p>Year 2: Last weeks of</p>

				March 2024, June 2024, September 2024, December 2024	
				<i>Year 3: Last weeks of</i> March 2025, June 2025, September 2025, December 2025	

## STATEMENT FOR SECTION VI. SCHEDULE OF REQUIREMENTS

December 20, 2022

Attention to:  
Bids and Awards Committee (BAC)  
Through: The BAC Secretariat  
Anti-Money Laundering Council  
Room 507, 5th Floor, EDC Building BSP Complex  
A. Mabini Streets Malate, Manila

Dear Sir/Madam,

This is to confirm that our company, Keystone Solutions, Inc. is agreeable on the Section VI – Schedule of Requirements 1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CYBERARK), with identification number Purchase Request No. 23-011 project of Anti-Money Laundering Council (AMLC).

1. Certificate / Proof of Entitlement for 1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk)

*Year 1: 1 February 2023 – 31 January 2024*

*Year 2: 1 February 2024 – 31 January 2025*

*Year 3: 1 February 2025 – 31 January 2026*

- Year 1: Within 3 calendar days after receipt of Notice to Proceed.
- Year 2: Within 3 calendar days after the effectivity of the GAA and approval of APP for FY 2024.
- Year 3: Within 3 calendar days after the effectivity of the GAA and approval of APP for FY 2025.

2. 3 Year Actual coverage of the 1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk)

*Year 1: 1 February 2023 – 31 January 2024*

*Year 2: 1 February 2024 – 31 January 2025*

*Year 3: 1 February 2025 – 31 January 2026*



3. 3 Year Local Standard Technical

Year 1: 1 February 2023 – 31 January 2024

Year 2: 1 February 2024 – 31 January 2025

Year 3: 1 February 2025 – 31 January 2026

4. Quarterly security evaluation on the policies and configuration of the systems deployed

Year 1: Last weeks of March 2023, June 2023, September 2023, December 2023

Year 2: Last weeks of March 2024, June 2024, September 2024, December 2024

Year 3: Last weeks of March 2025, June 2025, September 2025, December 2025

Thank you.

  
**Jennifer P. Biyo**  
Sales & Marketing  
Authorized Representative  
SSS ID No. 33-8151149-3



# Section VII. Technical Specifications

Item	Specification	Statement of Compliance	Reference
1.	Subscription, Software Maintenance and Support for Privileged Access Management (CyberArk) PAM Server Infrastructure (Software) with 3 Year Annual Maintenance - Version Releases, Patches, and Unlimited Phone and Email Support to Cyber-Ark; Multi - Year subscription  Year 1: 1 February 2023 – 31 January 2024 Year 2: 1 February 2024 – 31 January 2025 Year 3: 1 February 2025 – 31 January 2026	Comply	See attached Annex B
2.	Local Standard Technical Support, which shall include unlimited phone and e-mail support during normal business hours within 4-hour response time, Monday to Friday, 8:00am to 5:00pm, excluding holidays	Comply	See attached Annex B
3.	Three (3) year coverage for Software Maintenance and Support for version releases and patches	Comply	See attached Annex B
4.	The Supplier must provide a grace period (free of charge) of thirty (30) calendar days from the date of expiration of subscription of software maintenance and support	Comply	See attached Annex B
5.	The supplier must provide a price quotation for 1 month subscription and software maintenance and support to determine how much will be deducted if the award will be delayed due to effectivity of General Appropriations Act.	Comply	See attached Annex C

*[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be*

*[Handwritten signatures]*

*regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of two parts, possibly initials or a name and a surname, written in a cursive or semi-cursive style.

**STATEMENT FOR SECTION VII  
(Technical Specifications)**

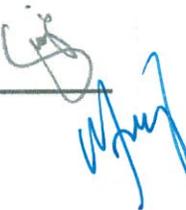
December 20, 2022

Attention to:  
Bids and Awards Committee (BAC)  
Through: The BAC Secretariat  
Anti-Money Laundering Council  
Room 507, 5th Floor, EDPC Building BSP Complex  
A. Mabini Streets Malate, Manila

Dear Sir/Madam,

This is to confirm that our company, Keystone Solutions, Inc. is agreeable on the Section VII – Technical Specifications (Item No. 1, Item No. 2, Item No. 3 and Item No. 4) for the *1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CYBERARK)*, with identification number *Purchase Request No. 23-011* project of Anti-Money Laundering Council (AMLC).

1. Subscription, Software Maintenance and Support for Privileged Access Management (CyberArk) PAM Server Infrastructure (Software) with 3 Year Annual Maintenance - Version Releases, Patches, and Unlimited Phone and Email Support to Cyber-Ark; Multi - Year subscription  
  
Year 1: 1 February 2023 – 31 January 2024  
Year 2: 1 February 2024 – 31 January 2025  
Year 3: 1 February 2025 – 31 January 2026
2. Local Standard Technical Support, which shall include unlimited phone and e-mail support during normal business hours within 4-hour response time, Monday to Friday, 8:00am to 5:00pm, excluding holidays
3. Three (3) year coverage for Software Maintenance and Support for version releases and patches
4. The Supplier must provide a grace period (free of charge) of thirty (30) calendar days from the date of expiration of subscription of software maintenance and support





**PROPOSAL**

Ref #: AMLC-031

To: AMLC Secretariat  
Anti-Money Laundering Council Secretariat  
Rm. 612 EDPC Bldg., BSP Complex  
Malate, Manila

From: Mae Angeles  
Keystone Solutions, Inc.  
Unit 1707 Hanston Square  
17 San Miguel Avenue  
Ortigas Center, Pasig City

Phone: +63 2 83023978  
Fax:  
Email: [dmaldia@amlc.gov.ph](mailto:dmaldia@amlc.gov.ph)/[qqarces@amlc.gov.ph](mailto:qqarces@amlc.gov.ph)

Phone: +63 2 85848800  
Telefax: +63 2 86211128  
Email: [maea@keystonesol.com](mailto:maea@keystonesol.com)

Date: December 20, 2022

Validity: 120 days

We are pleased to submit our proposal for the monthly rate for product maintenance renewal for your CyberArk products:

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
<b>CyberArk Licenses Annual Maintenance</b>				
R(M)-LIC-CA-PIM-SW-S	<p>One (1) Month Maintenance &amp; Software Subscription for Cyber-Ark PIM Server Infrastructure (Software) with One Year Annual Maintenance - Version Releases, Patches, and Unlimited Phone and Email Support to CyberArk</p> <p>- PIM Server Infra: CPM, 100 passwords, PVWA, 26*PSM for Servers - 4 *PSM for Databases - 35 user licenses</p> <p>Note: For reference only. Minimum purchase for Maintenance &amp; Software Subscription for Cyber-Ark products is One (1) Year. Keystone provided a quotation for one (1) month of subscription for the software maintenance and support to determine how much will be deducted if the award will be delayed due to the effectivity of the General Appropriations Act</p>	1	P 58,730.00	<u>P 58,730.00</u>

Note: Maintenance on Software-licenses only.

**Terms and Conditions:**

- Prices quoted are: Inclusive of 12% VAT
- Payment: 30 days upon delivery of the Software Subscription/ Maintenance Certificate
- Delivery: 2 to 4 weeks upon P.O. confirmation
- Cancellation: A cancellation fee of 60% of the P.O. amount shall be imposed should the P.O. be cancelled.
- Installation & Support: Free of charge for sites within Metro Manila. For sites outside Metro Manila, all expenses shall be accountable to the client, including transportation, travel allowances (per diem), board and lodging.

Should this proposal merit your approval, please indicate your acceptance by signing the conforme space provided below. Thank you!

Sincerely,

Mae Angeles  
Lead Account Manager

Conforme:

\_\_\_\_\_

ANNEX C - BID COST FOR 1 MONTH

## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

### **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



## *Section V. Special Conditions of Contract*

<b>GCC Clause</b>	In cases of conflict between the provisions of the GCC and the SCC, <b>the SCC requirement shall always prevail.</b>
1	<p><b>Scope of Contract</b></p> <p><b>Equivalency of Standards and Codes:</b></p> <p>Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.</p> <p>Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “<i>or at least equivalent.</i>” References to brand names cannot be used when the funding source is the GOP.</p> <p>Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.</p> <p>Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.</p> <p><b>Delivery and Documents:</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad, state: “The delivery terms applicable to the Contract are DDP delivered AMLC, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila. In accordance with INCOTERMS.”</i></p> <p><i>For Goods supplied from within the Philippines, state: “The delivery terms applicable to this Contract are delivered [MLC, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila. Risk and title will</i></p>



*pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”*

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in **Section VI (Schedule of Requirements)**.

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Daryl Dave E. Maldia.

**Incidental Services:**

The Supplier is required to provide all of the following services, including additional services, if any, specified in **Section VI (Schedule of Requirements)**:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Packaging:**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

	<p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights:</b></p>

	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.																		
2	<b>Advance Payment and Terms of Payment</b>																		
2.2	The terms of payment shall be annually.																		
	<table border="1"> <thead> <tr> <th></th> <th>Payment Description</th> <th>Completion Criteria</th> <th>% of Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Subscription Services for Year 1 (February 1, 2023 to January 31, 2024)</td> <td> <ul style="list-style-type: none"> <li>Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and</li> <li>Issuance by the AMLC of Certificate of Completion of Services Rendered</li> </ul> </td> <td>100% of Subscription Cost for Year 1 (2023-2024)</td> </tr> <tr> <td>2</td> <td>Subscription Services for Year 2 (February 1, 2024 to January 31, 2025)</td> <td> <ul style="list-style-type: none"> <li>Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and</li> <li>Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered</li> </ul> </td> <td>100% of Subscription Cost for Year 2 (2024-2025)</td> </tr> <tr> <td>3</td> <td>Subscription Services for Year3 (February 1, 2025 to January 31, 2026)</td> <td> <ul style="list-style-type: none"> <li>Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and</li> <li>Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered</li> </ul> </td> <td>100% of Subscription Cost for Year 3 (2025-2026)</td> </tr> </tbody> </table>				Payment Description	Completion Criteria	% of Payment	1	Subscription Services for Year 1 (February 1, 2023 to January 31, 2024)	<ul style="list-style-type: none"> <li>Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and</li> <li>Issuance by the AMLC of Certificate of Completion of Services Rendered</li> </ul>	100% of Subscription Cost for Year 1 (2023-2024)	2	Subscription Services for Year 2 (February 1, 2024 to January 31, 2025)	<ul style="list-style-type: none"> <li>Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and</li> <li>Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered</li> </ul>	100% of Subscription Cost for Year 2 (2024-2025)	3	Subscription Services for Year3 (February 1, 2025 to January 31, 2026)	<ul style="list-style-type: none"> <li>Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and</li> <li>Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered</li> </ul>	100% of Subscription Cost for Year 3 (2025-2026)
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	Payments shall be made within 30 calendar days from the issuance of the Certificate of Completion of Services Rendered by the AMLC Inspection and Acceptance Committee.																		
3	<b>Performance Security</b>																		

The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:

<b>Form of Performance Security</b>	<b>Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</b>
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

4	<b>Inspection and Tests</b>
	<p>The inspections and tests that will be conducted:</p> <ul style="list-style-type: none"> <li>• <i>Inspections of Certificate/ Proof of Entitlement</i></li> <li>• <i>Inspections on compliance with the requirements of the Bidding Documents, including Technical Specifications and Schedule of Requirements.</i></li> </ul>
5	<b>Warranty</b>
5.1	<p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to <b>five percent (5%)</b> of every progress payment, or a special bank guarantee equivalent to <b>five percent (5%)</b> of the total Contract Price, in accordance with GPPB Resolution No. 30-2017.</p> <p>The said amounts shall only be released after the lapse of <b>one (1) year after acceptance</b> by the Procuring Entity of the delivered Goods.</p> <p>After the lapse of the period, the Procuring Entity shall release the retention money or special bank guarantee, <i>Provided</i>, that the goods supplied are free</p>

	from patent and latent defects and all conditions imposed under the contract have been fully met.
6	<b>Liability of Supplier</b>
	As provided in the GCC.



# Bid Form for the Procurement of Goods

## BID FORM

Date: December 20, 2022

Purchase Request No.: 23-011

To: **BIDS AND AWARDS COMMITTEE**  
Anti-Money Laundering Council  
Room 507, 5/F, EDPC Building, BSP Complex,  
A. Mabini, Malate, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform *1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CYBERARK)*, with identification number *Purchase Request No. 23-011* in conformity with the said PBDs for the sum of *Two Million One Hundred Fourteen Thousand Two Hundred Eighty Pesos (Php2,114,280.00)* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of  
of agent Currency Commission or gratuity

None

None

None

(if none, state "None" ) ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *Keystone Solutions, Inc.* as evidenced by the attached Secretary's Certificate

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: Jennifer P. Biyo

Legal Capacity: Sales and Marketing Associate

Signature: 

Duly authorized to sign the Bid for and behalf of: Keystone Solutions, Inc.

Date: December 20, 2022



**BID SECURITY**

December 20, 2022

The Chairman  
Bids and Awards Committee (BAC)  
Through: The BAC Secretariat  
Anti-Money Laundering Council  
Room 507, 5th Floor, EDPC Building BSP Complex  
A. Mabini Streets Malate, Manila

Dear Chairman;

Attached herewith is the bid security for the 1 Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CYBERARK), with identification number Purchase Request No. 23-011.

- a. Bonding Company: Security Bank (Manager's Check)
- b. Amount: Php 42,300.00  
(Forty-Two Thousand Three Hundred Pesos)
- c. Check Number: 0000026619

Thank you.

  
Jennifer P. Biyo  
Sales and Marketing Associate  
Authorized Representative



BID SECURITY

December 20, 2022

The Chairman  
Bids and Awards Committee (BAC)  
Through: The BAC Secretariat  
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Room 507, 5th Floor, EDPC Building BSP Complex  
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Thank you.

*J.P. Biyo*  
Jennifer P. Biyo  
Sales and Marketing Associate  
Authorized Representative

ACCOUNT No. **381-821100-608** **MANAGER'S CHECK** CHECK No. **0000026619**

DATE **26619** **December 16, 2022**

PAY TO THE ORDER OF **\*\*ANTI-MONEY LAUNDERING COUNCIL\*\*** **\*\*42,300.00\*\***

PESOS **\*\*FORTY TWO THOUSAND THREE HUNDRED AND 0/100 ONLY\*\***

*We allow the electronic clearing of this check and hereby waive the presentation for payment of this original to Security Bank.*

**SECURITY BANK**

SAN MIGUEL AVENUE BRANCH  
#101 MEDICO BLDG., SAN MIGUEL CORNER  
LOURDES ST., PASIG CITY

*Valid with one Signature*

⑈0000026619⑈ ⑆01014⑆ ⑆0293⑆ ⑆381821100608⑈ ⑆000

*fin 12/21/22*

*[Handwritten signature]*

## Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

### For Goods Offered from Within the Philippines

Name of Bidder: Keystone Solutions, Inc.

Project ID No. 23- 011 Page 3 of 4

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Subscription Services for Year 1 (February 1, 2023 to January 31, 2024)	Philippines	1	Php629,250.00	Php0.00	Php75,510.00	Php0.00	Php704,760.00	Php704,760.00

2	Subscription Services for Year 2 (February 1, 2024 to January 31, 2025)	Philippines	1	Php629,250.00	Php0.00	Php75,510.00	Php0.00	Php704,760.00	Php704,760.00
3	Subscription Services for Year 3 (February 1, 2025 to January 31, 2026)	Philippines	1	Php629,250.00	Php0.00	Php75,510.00	Php0.00	Php704,760.00	Php704,760.00
Grand Total									Php2,114,280.00

Name: Jennifer P. Biyo  
 Legal Capacity: Sales and Marketing Associate  
 Signature:   
 Duly authorized to sign the Bid for and behalf of: Keystone Solutions, Inc.





Republic of the Philippines  
**ANTI-MONEY LAUNDERING COUNCIL**

**SECRETARIAT**

19 January 2023

**Ms. Marlene T. Uy**  
Authorized Representative  
Keystone Solutions, Inc.  
Unit 1707 Hanston Square  
17 San Miguel Ave., Ortigas Center, Pasig City

Dear Ms. Uy:

Subject: Notice of Award (NOA)

We are pleased to notify you that your bid for the One (1) Lot Multi-Year Software Maintenance Subscription and Support of Privileged Access Management (CyberArk) in the amount of Two Million One Hundred Fourteen Thousand Two Hundred Eighty Pesos (PHP2,114,280.00), inclusive of all costs and applicable taxes, has been accepted pursuant to AMLC-BAC Resolution No. 23-11, series of 2023.

Moreover, please submit within ten (10) calendar days from receipt of this NOA, and prior to the signing of the Contract by both parties, a performance security in any of the forms and in an amount that is not less than the required percentage of the total contract price prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

In view hereof, please acknowledge receipt and acceptance of this notice by signing at the portion provided below. Kindly return to sender a signed copy of this NOA within two (2) calendar days from receipt hereof via email.

Thank you for your kind attention.

Very truly yours,

  
**MA. RHEA M. SANTOS-MENDOZA**  
Officer-In-Charge

*Conforme:*  
**Keystone Solutions, Inc.**

  
**MARLENE T. UY**

*Signature over printed name of Authorized Representative*

Date: January 24, 2023