

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 FIBERCOM TELECOM PHILS., INC., represented by its Authorized Representative, Ms. Jinky A. Samillano, with office address at Unit 2606-A West Tower PSE Centre Exchange Road Ortigas Center, San Antonio Pasig City 1605, 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 Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva DAM) and has accepted a Bid by the Supplier for the supply of the said goods and services in the sum of *Three Million Seven Hundred Thirty-One Thousand Eight Hundred Fifty-Seven Pesos and 33/100 (PHP3,731,857.33), inclusive of all costs and applicable taxes*, (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

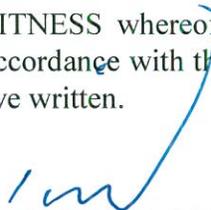
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be 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

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- 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 *Three Million Seven Hundred Thirty-One Thousand Eight Hundred Fifty-Seven Pesos and 33/100 (PHP3,731,857.33)*, inclusive of all costs and applicable taxes, or such other sums as may be ascertained, *Fibercom Telecom Phils., Inc.* agrees to the *One (1) Lot Multi-Year Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva DAM)* 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


JINKY A. SAMILLANO
Authorized Representative

for:

Fibercom Telecom Phils., Inc.

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

ACKNOWLEDGMENT

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

	Government-Issued ID/No.	Date/Place of Issue
Jinky A. Samillano	Passport ID P7332193B	03 August 2021

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 Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva DAM)**, 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 PASIG CITY, Philippines.

NOTARY PUBLIC

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; IBF LRN 02459; OR 535886, 06/21/2001
TIN 123-011-785; PTR 0161665; 01/06/23; Pasig City
Unit 5, West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel.+632-86314090

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Book No. [79]
Series of 2023 .

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

ACKNOWLEDGMENT

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

	Government-Issued ID/No.	Date/Place of Issue
Matthew M. David	<u>N02-93-210584</u>	<u>09/23/2021</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 Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva DAM)**, 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,
Philippines.


NOTARY PUBLIC

ATTY. DARCEE LOIS B. GALLEON
Notary Public For And In The City Of Manila
Commission No. 2022-063 Until 31 Dec. 2023
5F EDPC Building Bangko Sentral ng Pilipinas
Roll Of Attorney's No. 66281
IBP No. 293256; January 10, 2023
PTR NO. 091447; January 27, 2023
MCLE Compliance No. VII-0008126

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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 Multi-Year Subscription of Software Maintenance and Support of Database Activity Monitor (Imperva)</p> <p><i>Year 1: 1 February 2023 – 31 January 2024</i></p> <p><i>Year 2: 1 February 2024 – 31 January 2025</i></p> <p><i>Year 3: 1 February 2025 – 31 January 2026</i></p>	1 Lot	1 Lot	<p><i>Year 1: Within 3 calendar days after receipt of Notice to Proceed.</i></p> <p><i>Year 2: Within 3 calendar days after the effectivity of the GAA and approval of APP for FY 2024.</i></p> <p><i>Year 3: Within 3 calendar days after the effectivity of the GAA and approval of APP for FY 2025.</i></p>
2	3 Year Actual coverage of the Subscription of Software Maintenance and Support of Database Activity Monitor (Imperva) contract			<p><i>Year 1: 1 February 2023 – 31 January 2024</i></p> <p><i>Year 2: 1 February 2024 – 31 January 2025</i></p> <p><i>Year 3: 1 February 2025 – 31 January 2026</i></p>
3	3 Year Local Standard Technical Support and Maintenance			
4	Quarterly security evaluation on the policies and configuration of the systems deployed			<p><i>Year 1: Last weeks of March 2023, June 2023, September 2023, December 2023</i></p> <p><i>Year 2: Last weeks of March 2024, June 2024, September 2024, December 2024</i></p> <p><i>Year 3: Last weeks of March 2025, June 2025, September 2025, December 2025</i></p>

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Section VII. Technical Specifications

Item	Specification	Statement of Compliance	Reference
1	X2510 Database Firewall, Annual Select Support; Multi- Year subscription <i>Year 1: 1 February 2023 – 31 January 2024</i> <i>Year 2: 1 February 2024 – 31 January 2025</i> <i>Year 3: 1 February 2025 – 31 January 2026</i>	Comply	Please see attached quotation item no.1
2	M120 Management Server, Annual SelectSupport	Comply	Please see attached quotation item no. 2
3	Upgrade: User Rights Management License for25DBis, Annual Select Support	Comply	Please see attached quotation no. 3
4	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	Please see attached quotation item no. 4
5	Quarterly security evaluation on the policiesand configuration of the systems deployed	Comply	Please see attached quotation Item no. 5
6	The Supplier must provide a grace period (freeof charge) of thirty (30) calendar days from thedate of expiration of subscription of software maintenance and support	Comply	Please see attached quotation (with a license coverage of 13 months annually)
7	The supplier must provide a quotation for one (1) month of subscription for the software maintenance and support to determine howmuch will be deducted if the award will be delayed due to the effectivity of the General Appropriations Act	Comply	Please see attached one month quotation

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[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

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

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[Signature]

To: Anti Money Laundering Council
BAC Seretaryiat
Room 611, 6F, EDPC Building, BSP Complex, Malate, Manila

December 14, 2022

Subject: Multi-Year Subscription Imperva Database Monitoring

Dear Sir / Ma'am:

We are pleased to offer our proposal based on your request for quotation below:

ITEM	MODEL	PRODUCT DESCRIPTION	Year 1	Year 2	Year 3
			Start date: 1/1/2023 to 1/31/2024	Start date: 1/1/2024 to 1/31/2025	Start date: 1/1/2025 to 1/31/2026
1	SS-M12-R SL3	X2510 Database Firewall, Annual Select Support; Multi- Year subscription			
2	U-DBURM 25-R-SL3	M120 Management Server, Annual Select Support		Included	
3	SS-DBF X251-R SL3	Upgrade: User Rights Management License for 25DBis, Annual Select Support			
SERVICES					
4	N/A	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		Included	
5		Quarterly Security Evaluation on the policies and configuration of the systems deployed : 4 Incidents On-site 8 x 5 x Next Business Day			

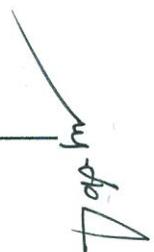
Terms and Conditions:

Currency: Philippine Peso, VAT Inclusive.
 Terms of Payment: As required on government bidding.
 Delivery: Within 5 calendar days after receipt of Notice to Proceed.
 Price Validity: Price quoted is valid for 30 days
 Cancellation: Fibercom will charge 100% of the total cost for cancelled PO, Conforme.

Additional Remarks:

The above terms are subject to mutual agreement between Fibercom and AMLC.
 Should you have further concerns, please do not hesitate to contact the ff:

Rosemarie B. Cerilo
 Account Manager
 9985453435
 rosemarie.cerilo@fibercomtelecoms.com

It is our pleasure to be given this opportunity to be of service to AMLC

Thank you.

<signed original copy>
 Rosemarie B. Cerilo
 Account Manager

To: Anti Money Laundering Council
BAC Seretariat
Room 611, 6F, EDPC Building, BSP Complex, Malate, Manila

December 14, 2022

Attention:

Subject: Multi-Year Subscription Imperva Database Monitoring

Dear Sir / Ma'am:

We are pleased to offer our proposal based on your request for quotation below:

ITEM	MODEL	PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	SS-M12-R SL3	X2510 Database Firewall, Annual Select Support; Multi- Year subscription	1	23,989.31	23,989.31
2	U-DBURM 25-R-SL3	M120 Management Server, Annual Select Support	1	3,998.20	3,998.20
3	SS-DBF X251-R SL3	Upgrade: User Rights Management License for 25DBis, Annual Select Support	1	59,973.35	59,973.35
SERVICES					
4	N/A	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	1LOT	Included	
5		Quarterly Security Evaluation on the policies and configuration of the systems deployed : 4 Incidents On-site 8 x 5 x Next Business Day			

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Terms and Conditions:

Currency: Philippine Peso, VAT Inclusive.
 Terms of Payment: As required on government bidding.
 Delivery: Within 5 calendar days after receipt of Notice to Proceed.
 Price Validity: Price quoted is valid for 30 days
 Cancellation: Fibercom will charge 100% of the total cost for cancelled PO, Conforme.

Additional Remarks:

The above terms are subject to mutual agreement between **Fibercom and AMLC**.

Should you have further concerns, please do not hesitate to contact the ff:

Rosemarie B. Cerilo
 Account Manager
 9985453435
rosemarie.cerilo@fibercomtelecoms.com

Handwritten signature

It is our pleasure to be given this opportunity to be of service to AMLC

Thank you.

<signed original copy>
Rosemarie B. Cerilo
 Account Manager

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)**.

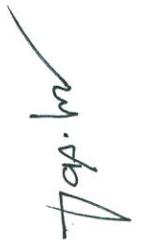
2. Advance Payment and Terms of Payment

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.

A handwritten signature in black ink, appearing to read 'Dagoberto' or similar, is located in the lower right quadrant of the page.

Section V. Special Conditions of Contract

GCC Clause	In cases of conflict between the provisions of the GCC and the SCC, the SCC requirement shall always prevail.
1	Scope of Contract
	<p>Equivalency of Standards and Codes:</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>Delivery and Documents:</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>

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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. Enrico E. Mora*.

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:

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	<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>Transportation –</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>Intellectual Property Rights:</p>

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	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	Advance Payment and Terms of Payment																		
2.2	The terms of payment shall be annually.																		
	<table border="1"> <thead> <tr> <th></th> <th>Payment Description</th> <th></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"> • Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and • Issuance by the AMLC of Certificate of Completion of Services Rendered </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"> • Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and • Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered </td> <td>100% of Subscription Cost for Year 2 (2024-2025)</td> </tr> <tr> <td>3</td> <td>Subscription Services for Year 3 (February 1, 2025 to January 31, 2026)</td> <td> <ul style="list-style-type: none"> • Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and • Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered </td> <td>100% of Subscription Cost for Year 3 (2025-2026)</td> </tr> </tbody> </table>				Payment Description		% of Payment	1	Subscription Services for Year 1 (February 1, 2023 to January 31, 2024)	<ul style="list-style-type: none"> • Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and • Issuance by the AMLC of Certificate of Completion of Services Rendered 	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"> • Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and • Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered 	100% of Subscription Cost for Year 2 (2024-2025)	3	Subscription Services for Year 3 (February 1, 2025 to January 31, 2026)	<ul style="list-style-type: none"> • Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and • Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered 	100% of Subscription Cost for Year 3 (2025-2026)
	Payment Description		% of Payment																
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2	Subscription Services for Year 2 (February 1, 2024 to January 31, 2025)	<ul style="list-style-type: none"> • Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and • Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered 	100% of Subscription Cost for Year 2 (2024-2025)																
3	Subscription Services for Year 3 (February 1, 2025 to January 31, 2026)	<ul style="list-style-type: none"> • Submission of Proof-of-Entitlement/ Subscription Certificate for the required subscription and • Issuance by the AMLC of Certificate of Satisfactory Completion of Services Rendered 	100% of Subscription Cost for Year 3 (2025-2026)																
	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	Performance Security																		

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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%)

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4	Inspection and Tests
	<p>The inspections and tests that will be conducted:</p> <ul style="list-style-type: none"> • <i>Inspections of Certificate/ Proof of Entitlement</i> • <i>Inspections on compliance with the requirements of the Bidding Documents, including Technical Specifications and Schedule of Requirements.</i>
5	Warranty
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 five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) 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 one (1) year after acceptance 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	Liability of Supplier
	As provided in the GCC.

Top for



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDS AND AWARDS COMMITTEE

BID BULLETIN No. 1

Project Title : PR23-013: Multi-Year Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva)

Date: : 12 December 2022

In its meeting on 9 December 2022, the Bids and Awards Committee resolved to issue this Bid Bulletin to clarify issues in the Bid Documents.

Issues	Clarification/Amendments
<p><u>Issue No. 1</u></p> <p>Section II. Instruction to Bidders – 5.3 The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>Whether the ABC pertains to 1-year subscription only or the total ABC of the multi-year contract.</p>	<p><u>Clarification No.1</u></p> <p>The ABC pertains to the total ABC of the multi-year contract.</p> <p>Contract similar to the Project shall be:</p> <p>a. Supply, delivery, support and maintenance, installation and/or set-up of any Information Technology Security Solution.</p> <p>b. completed within two years prior to the deadline for the submission and receipt of bids.</p>
<p><u>Issue No. 2</u></p> <p>Section VI. Schedule of Requirements</p> <p>Delivery Period – Within 3 calendar days after receipt of Notice to Proceed.</p>	<p><u>Amendment No. 1</u></p> <p>Section VI. Schedule of Requirements</p> <p>Delivery Period – Within 5 calendar days after receipt of Notice to Proceed.</p>

This shall form an integral part of the Bid Documents.

ADRIAN A. ARPON
Vice Chairperson



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDS AND AWARDS COMMITTEE

BID BULLETIN No. 1

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This shall form an integral part of the Bid Documents.


ADRIAN A. ARPON
 Vice Chairperson

Handwritten signature/initials

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: December 21, 2022

Project Identification No.: PR23-013

To: *Anti-Money Laundering Council*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *1*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Multi-Year Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva)** in conformity with the said PBDs for the sum of **Year 1; 1,143,491.19 Year 2; 1,228,263.03, Year 3; 1,360,103.11 or in total of Three Million Seven Hundred Thirty One Thousand Eight Hundred Fifty Seven Pesos and Thirty three centavos (3,731,857.33)** 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

(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 *Fibercom Telecom Phils. Inc* as evidenced by the attached *Ma. Carmela B. Santos – Chief Operating Officer*.

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.

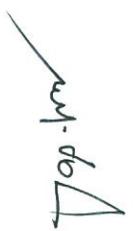
Name: Ma. Carmela B. Santos

Legal capacity: Chief Operating Officer

Signature: 

Duly authorized to sign the Bid for and behalf of: Fibercom Telecom Phils. Inc

Date: December 21, 2022



Price Schedule for Goods Offered from Within the Philippines

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

3

For Goods Offered from Within the Philippines

Name of Bidder: Fibercom Telecom Phils Inc. Project ID No. PR23-013 Page of

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 Incident al Services , if applicab le, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Multi-Year Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva)	Philippines	1	1.) 1,143,491.19 2.) 1,228,263.03 3.) 1,360,103.11	N/A	N/A	N/A	1,143,491.19 + 1,228,263.03 + 1,360,103.11	3,731,857.33

Name: Ma. Carmela B. Santos

Legal Capacity: Chief Operating Officer

Signature: 

Duly authorized to sign the Bid for and behalf of: Fibercom Telecom Phils. Inc

Handwritten signature/initials

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder Fibercom Telecom Phils. Inc. Project ID No. PR23-013 Page of

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Name: Ma. Carmela B. Santos

Legal Capacity: Chief Operating Officer

Signature: 

Duly authorized to sign the Bid for and behalf of: Fibercom Telecom Phils. Inc

Handwritten initials

To: Anti Money Laundering Council
BAC Seretariat
Room 611, 6F, EDPC Building, BSP Complex, Malate, Manila

December 14, 2022

Subject: Multi-Year Subscription Imperva Database Monitoring

Dear Sir / Ma'am:

We are pleased to offer our proposal based on your request for quotation below:

ITEM	MODEL	PRODUCT DESCRIPTION	QTY	UNIT PRICE		TOTAL PRICE
				Start date: 1/1/2023 to 1/31/2024	Start date: 1/1/2024 to 1/31/2025	
1	SS-M12-R SL3	X2510 Database Firewall, Annual Select Support; Multi- Year subscription	1,143,491.19	1,228,263.03	1,360,103.11	
2	U-DBURM 25-R-SL3	M120 Management Server, Annual Select Support				
3	SS-DBF X251-R SL3	Upgrade: User Rights Management License for 25DBis, Annual Select Support				
SERVICES						
4	N/A	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	Included			
5		Quarterly Security Evaluation on the policies and configuration of the systems deployed : 4 Incidents On-site 8 x 5 x Next Business Day				
						<u>3,731,857.33</u>

Terms and Conditions:

Currency: Philippine Peso, VAT Inclusive.
 Terms of Payment: As required on government bidding.
 Delivery: Within 5 calendar days after receipt of Notice to Proceed.
 Price Validity: Price quoted is valid for 30 days
 Cancellation: Fibercom will charge 100% of the total cost for cancelled PO, Conforme.

Additional Remarks:

The above terms are subject to mutual agreement between Fibercom and AMLC.
 Should you have further concerns, please do not hesitate to contact the ff:

Rosemarie B. Cerilo
 Account Manager
 9985453435
rosemarie.cerilo@fibercomtelecoms.com



It is our pleasure to be given this opportunity to be of service to AMLC

Thank you.

<signed original copy>
 Rosemarie B. Cerilo
 Account Manager

Handwritten signature/initials



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

SECRETARIAT

19 January 2023

Ms. Ma. Carmela B. Santos
Authorized Representative
Fibercom Telecom Phils., Inc.
Unit 2606-A West Tower
PSE Centre Exchange Road Ortigas Center
San Antonio Pasig City 1605

Dear Ms. Santos:

Subject: Notice of Award (NOA)

We are pleased to notify you that your bid for the One (1) Lot Multi-Year Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva DAM) in the amount of Three Million Seven Hundred Thirty-One Thousand Eight Hundred Fifty-Seven Pesos and 33/100 (PHP3,731,857.33), inclusive of all costs and applicable taxes, has been accepted pursuant to AMLC-BAC Resolution No. 23-09, 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:


Fibercom Telecom Phils., Inc.

Signature over printed name of Authorized Representative

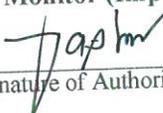
Date: January 23, 2023

File/Ref. No. AMLCS-BAC-23-_____

Secretary's Certificate

I, Jinky A. Samillano, of legal age, single, Filipino and with office address 2006-A West Tower- Tektite Towers, Exchange Road, Ortigas Center, Pasig City at after having being sworn in accordance with law, do hereby CERTIFY that:

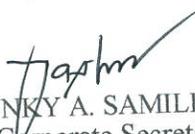
1. I am the incumbent and duly designated Corporate Secretary of Fibercom Telecom Phils., Inc., a corporation organized and existing in accordance with law, with principal office address at 2006-A West Tower- Tektite Towers, Exchange Road, Ortigas Center, Pasig City;
2. As Corporate Secretary, I am the custodian of the corporate books and records, including the Minutes of Meetings and Resolutions of the Board of Directors;
3. The Board of Directors issued Board Resolution No. 2023-01-007 dated January 26, 2023, authorizing **Ms. Jinky A. Samillano**, whose signature and initial appears below to have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract the Multi-Year Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva) of the Anti-Money Laundering Council;


Signature of Authorized Representative

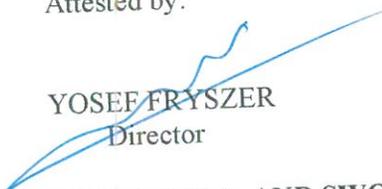

Initial of Authorized Representative

4. That the above-cited authorization has not been amended, modified and/or superseded and is therefore still in full force and effect;
5. This certification is being issued to attest to the truth of the foregoing.

IN WITNESS WHEREOF, we have hereunto set our hands on January 26, 2023, at Pasig City, Philippines.


JINKY A. SAMILLANO
Corporate Secretary

Attested by:


YOSEF FRYSZLER
Director

JAN 30 2023

SUBSCRIBED AND SWORN to before me on ____ January 2023 at Pasig City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me her Passport with her photograph and signature appearing thereon, with No. P7332193B, issued on August 3, 2021 at DFA NCR East.

NOTARY PUBLIC

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Page No. 19
Book No. 79
Series of 2023.


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 525886; 06/21/2001
TIN 123-011-785; PFR 0161659; 06/06/23; Pasig City
Unit 5, West Tower 206 Exchange Road
Ortigas Center, Pasig City Tel: +632-86314090

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY OF _____ (PASIG CITY) S.S.

AFFIDAVIT

I, Jinky A. Samillano, of legal age, single, Filipino, and residing at 1225 Tower 1- SMDC Fame Residences, Highway Hills, Mandaluyong City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of Fibercom Telecom Phils., Inc. with office address at 2006-A West Tower- Tektite Towers, Exchange Road, Ortigas Center, Pasig City;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **Multi-Year Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva)** of the Anti-Money Laundering Council, duly notarized Secretary's Certificate.
3. **Fibercom Telecom Phils., Inc.** is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. Fibercom Telecom Phils Inc. is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of **Fibercom Telecom Phils., Inc.** is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. **Fibercom Telecom Phils., Inc.** complies with existing labor laws and standards; and

Tap. m

8. **Fibercom Telecom Phils., Inc.** is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the **Multi-Year Subscription, Software Maintenance and Support of Database Activity Monitor (Imperva)**.
9. **Fibercom Telecom Phils., Inc.** did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

JAN 30 2023

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of January 2023 at Pasig City, Philippines.


 Jinky A. Samillano
 Corporate Secretary
 Fibercom Telecom Phils., Inc.
Affiant

JAN 30 2023

SUBSCRIBED AND SWORN to before me on ___ January 2023 at Pasig City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me her Passport with her photograph and signature appearing thereon, with No. P7332193B, issued on August 3, 2021 at DFA NCR East.

FERDINAND D. AYAHAO

Notary Public
NOTARY PUBLIC
 For Pasig City, Pateros and San Juan City

Appointment No. 108 (2022-2023) valid until 12/31/2023
 MCLF Exemption No. VII-BR-002719 valid until 04/14/25
 Roll No. 46377; (BP LRN 02459 - E 558886; 06/21/2001
 TIN 124-011-465; PAF 0161005; 07/06/23; Pasig City
 Unit 5, West Tower, PSB, Exchange Road
 Ortigas Center, Pasig City Tel: +632-86314090

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STRONGHOLD

INSURANCE COMPANY, INCORPORATED

ENDORSEMENT No. 010/23

Principal : FIBERCOM TELECOM PHILS., INC.
 Address : Unit 2006 A West Tower, PSE Centre, Ortigas Center
 Pasig City
 Obligee : AMLC-Anti-Money Laundering Council
 Bond No. : G(13)-BO05A02-0290995
 Kind of Bond : Performance Bond
 Amount of Bond : Php 1,119,557.20
 Period of Coverage : Jan. 19, 2023 to Jan. 19, 2026

"IT IS HEREBY DECLARED AND AGREED that the correct Period of Coverage in the herein described bond should be:

Period of Coverage: January 31, 2023 to January 31, 2026

And not as previously stated.

All other terms and conditions of this bond remain the same.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limit or conditions of the bond except as herein above set forth.

Makati City, Metro Manila, January 31, 2023.

CONFORME:

FIBERCOM TELECOM PHILS., INC.

By:

MA. CARMELA B. SANTOS

STRONGHOLD INSURANCE CO., INC.

By:

ROMULO I. DELOS REYES, JR.
President & General Manager



STRONGHOLD INSURANCE COMPANY, INCORPORATED

Tel. Nos. 02-891-1329 to 34 ; Fax Nos. 02-891-1326/83



mail@strongholdinsurance.com.ph
www.strongholdinsurance.com.ph
VAT Reg. TIN 000-602-270-000
Established Since 1960

PERFORMANCE BOND

SICI NO.: G(13)-BO05A02-
MARK/G(13)-BO05A02-0290995

Premium	15,953.70
Doc Stamps	1,994.50
Evat	1,914.44
LGT	31.90
Others	600.00
Notarial Fee	500.00
Total	20,994.54

KNOW ALL MEN BY THESE PRESENTS:

That we, **FIBERCOM TELECOM PHILS. INC.**-Unit 2006A West Tower, Philippine Stock Exchange Centre, Ortigas Center, PASIG CITY, METRO MANILA as Principal, and **STRONGHOLD INSURANCE CO., INC.**-17/F Security Bank Centre, 6776 Ayala Avenue, Makati City, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto the **AMLC - ANTI-MONEY LAUNDERING COUNCIL**, as obligee in the sum of **PESOS: ONE MILLION ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED FIFTY-SEVEN & 20/100 (PHP 1,119,557.20)** Only, Philippine Currency, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly and severally firmly by these presents.

WHEREAS, The CONDITIONS OF THIS OBLIGATIONS ARE AS FOLLOWS:

TO FULLY AND FAITHFULLY COMPLY WITH THE ONE (1) LOT MULTI-YEAR SUBSCRIPTION, SOFTWARE MAINTENANCE AND SUPPORT OF DATABASE ACTIVITY MONITOR (IMPERVA DAM) UNDER AMLC-BAC RESOLUTION NUMBER 23-09, SERIES 2023. THIS BOND IS CALLABLE ON DEMAND.

WHEREAS, the liability of the Surety Company under this bond shall in no case exceed the sum of **PESOS: ONE MILLION ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED FIFTY-SEVEN & 20/100 (PHP 1,119,557.20)** Only, Philippine Currency, inclusive of interest, attorney's fee and other damages, and shall not be liable for any advances of the Obligee to the Principal;

WHEREAS, said contract requires the said Principal to give a good and sufficient bond in the above-stated sum to secure the full and faithful performance on its part of said contract;

NOW THEREFORE, if the Principal shall perform well and truly and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract, then, this obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of the surety company under this bond shall expire on **January 19, 2026** and the bond is deemed absolutely cancelled **5** days thereafter.

IN WITNESS WHEREOF, we have set our hands and signed our names at **MAKATI CITY** this 19th day of **January, 2023**.

FIBERCOM TELECOM PHILS. INC.


MA. CARMELA B. SANTOS

COO
(Principal)

STRONGHOLD INSURANCE CO., INC.

(Surety)
TIN NO 000-602-270-000


ROMULO I. DE LOS REYES
President & General Manager

SIGNED IN THE PRESENCE OF:

Witness


Jerome Entero
Witness



STRONGHOLD INSURANCE COMPANY, INCORPORATED

ACKNOWLEDGMENT

Republic of the Philippines }
MAKATI CITY S.S.

SICI BOND NO G(13)-BO05A02-0290995
MARK/G(13)-BO05A02-0290995

In ~~MAKATI CITY~~ **MAKATI CITY** Philippines, 24th day of January, 2023 personally appeared before me.

NAME	Residence Cert. No.	ISSUED	
		At	On
MA. CARMELA B. SANTOS	TIN NO. 201-390-118		
STRONGHOLD INSURANCE CO., INC.	00136559	MAKATI CITY	01/04/23
ROMULO I. DELOS REYES	P9625507A	DFA MANILA	11/20/18

and ROMULO I. DELOS REYES with Comm. Tax. Cert. No P9625507A issued at DFA MANILA on 11/20/18 for and in behalf of STRONGHOLD INSURANCE CO., INC. with comm. Tax Cert. No. 00136559 issued at MAKATI CITY on 01/04/23 to me known to be the same persons who signed and executed the foregoing instrument and knowledge before me that same is of their own voluntary act and deed.

In WITNESS Whereof, I have hereunto set my hand and affixed my notarial seal at the place and date first above written

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RODOLFO E. MENDOZA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024

~~PTR NO. 9562325/Makati City/01/03/23~~
~~IBP No. 173805/Pasig City/11/10/22~~
Roll No. 24288/06.19.73
MCLE No. VI-0023349/09.02.2022/Pasig City

Republic of the Philippines }
MAKATI CITY S.S.

ROMULO I. DELOS REYES of STRONGHOLD INSURANCE CO., INC., having been duly sworn, states and deposes that the STRONGHOLD INSURANCE CO., INC. is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Makati City and is duly authorized to execute and furnish surety bonds for all purposes within the said Philippines; and that is actually worth the amount specified in the foregoing undertaking to wit: **ONE MILLION ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED FIFTY-SEVEN & 20/100 Pesos, (PHP 1,119,557.20)** Philippine Currency, over and above all your debts and obligations and property exempt from execution.

By: ROMULO I. DELOS REYES
President & General Manager

Subscribed and sworn to before me this 24th day of January, 2023 at ~~MAKATI CITY~~ **MAKATI CITY** Philippines. Affiant exhibited to me his Comm. Tax Certificate and that the Corporation, as above mentioned.

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Page No. 5
Book No. 1
Series of 2023

RODOLFO E. MENDOZA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024

~~PTR NO. 9562325/Makati City/01/03/23~~
~~IBP No. 173805/Pasig City/11/10/22~~
Roll No. 24288/06.19.73
MCLE No. VI-0023349/09.02.2022/Pasig City

CERTIFIED TRUE COPY
of an original document

Certified by: **DELEGADO P. BELLEN**
Branch Manager



Blg. 2022/14-R
(No.) 2022/14-R

Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
INSURANCE COMMISSION

ITO AY PATUNAY na ang **STRONGHOLD INSURANCE COMPANY, INC.**
(This is to certify that

NG LUNGSOD NG MAKATI, PILIPINAS

na isang pang **DI-BUHAY**
a **NON-LIFE**
(FIRE, MARINE, CASUALTY & SURETY*)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
*this **CERTIFICATE OF AUTHORITY** to transact*

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatumpu't isang
the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first

araw ng Disyembre, taong dalawang libo't dalawampu't apat
day of December 2024

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.)

Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan
*(In **WITNESS WHEREOF**, I have hereunto subscribed my name*

at ikinintal ang Opisyal na Tatak ng aking Tanggapan
and caused my Official Seal to be affixed,

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This becomes

simula ika-isa ng Enero 2022.
effective on 1 January 2022.)

OR# 0529847 A
Dated October 22, 2021
Ps. 181,805.00



DENNIS B. FUNA
Insurance Commissioner



STRONGHOLD INSURANCE COMPANY, INCORPORATED

STATEMENT OF ACCOUNT

Class : Performance Bond
 CUBAO BRANCH - MARIKINA BDO
 Principal : FIBERCOM TELECOM PHILS. INC.
 Address : Unit 2006A West Tower, Philippine Stock Exchange Centre, Ortigas Center, PASIG CITY, METRO MANILA

Issued Date : January 24, 2023

Obligee : AMLC - ANTI-MONEY LAUNDERING COUNCIL

Period : January 19, 2023 To January 19, 2026

Bond Number : MARK/G(13)-BO05A02-0290995-SICI/G(13)-BO05A02-0290995

Amount : Ps. 1,119,557.20

Premium (VATable) :	15,953.70
Evat :	1,914.44
Doc. Stamps :	1,994.50
Indemnity Stamps :	0.00
LGT :	31.90
Acknowledgement/Others :	600.00
Notarial Fee :	500.00
Total Amount Due :	20,994.54

Payment Should Be Made In Favor of STRONGHOLD INSURANCE CO., INC.

If payment is made to our collector or representative demand for a Provisional Receipt, and if our Official Receipt is not received by you within (5) days, please notify us immediately.

NOTE: Should the bond be cancelled or endorsed to a lower value, the principal is still liable to pay the full amount of the documentary stamps as stipulated in the bond prior to cancellation/endorsement.

TIN #

Agent Code : OA-174

cubaojerome|01/25/2023|10



Jerome A. Entero
 Certified Correct



STRONGHOLD
INSURANCE COMPANY INCORPORATED
 U-210 Terrazza Phase C&B Circle Mall Liwasang Kalayaan Marikina Height
 (Concepcion) 1810 City of Marikina NCR, Second District Philippines
 VAT Reg TIN: 000-602-270-00096

OFFICIAL RECEIPT

No. 00096 - 0001943

Jan. 25, 2023

RECEIVED from M FIBERCOM TELECOM PHILS., INC. Date: _____
 Address Unit 2006 A West Tower PSE Centre, Ortigas Centre, Pasig City
 TIN: _____ Bus. Style _____
 the sum of Pesos Twenty Thousand Six Hundred Seventy Five & 47/100
 _____ only (P 20,675.47)

in full/payment of	G(13)-BO05A02-0290995	
Policy / Bond		
Endorsement No.		
Renewal No.		
Amount of Coverage	1,119,557.20	
from Jan: 19;	2023	
to	20	
Insurance in Force	Jan: 19;	
To	2026	
Premium		P 15,953.70
Documentary Stamps		1,994.50
Fire Service Tax	Tax Withheld	1,914.44
Others		31.90
VAT Amount		319.07
Total Sales		500.00
		600.00
		P 20,675.47
TOTAL AMOUNT PAYABLE		

Paid by:
 Cash Check No.
 PM/TW No
 Note: Replacing Temporary
 Receipt No
 Dated

STRONGHOLD INSURANCE COMPANY, INC

By: **ROSELYN ENTERO**

Authorized Signature

Above Payment(s) are received subject to all conditions stipulated at the back of hereof

100 Bkts (50x4) 0000001-0005000
 BIR Authority to Print OCN: 125AU20200000000235
 Date Issued: 05/19/2020 Expiry Date: 05/18/2025

K-LINE PRINTING
 J.P. Rizal St., Parian, Mexico, Pampanga
 NON-VAT Reg. TIN: 143-527-843-000

Printers Accreditation No.
 21BMP20180000000014
 Date Issued December 12, 2018

THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP