

## Contract for the Procurement of License Subscription for Oracle

THIS AGREEMENT made on **FEB 5 2021** February 2021 between the **ANTI-MONEY LAUNDERING COUNCIL** of the Philippines (hereinafter called "the Entity") of the one part and **DBQuest, Inc.** of Unit 2606 Antel Global Corporate Center, #3 Dona Julia Vargas Avenue, Ortigas Center, Pasig City (hereinafter called "the Supplier") of the other part:


WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **PR21-010: Oracle License** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Two Hundred Twenty-One Thousand One Hundred Fifty-Seven Pesos and Nineteen Centavos (PhP1,221,157.19)**, (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

  
**MEL GEORGIE B. RACELA**  
Authorized Representative of the Entity

  
**EDWIN I. TAGALA**  
Authorized Representative of the Supplier

WITNESSES:

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

Witness

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY MANDALUYONG CITY

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in MANDALUYONG CITY, Philippines, personally appeared the following persons

	Government-Issued ID/No.	Date/Place of Issue
<u>Edwin L. Tagala</u>	<u>UMID CRN-0033-6151855-5</u>	<u>2000/Kalentong Mandaluyong</u>
<u>Mel Georgie B. Racela</u>	<u>BSP ID 947</u>	<u></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 signature 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 volutaty act and deed and of the principals they represent.

This instrument, referring to the CONTRACT / AGREEMENT for **PR21-010: License Subscription for Oracle**, consisting of two (2) 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 FEB 0 5 2021 at MANDALUYONG CITY  
Philippines.

Doc. No. [174];  
Page No. [37];  
Book No. [A];  
Series of 2020.

**ATTY. JAMES K. ABUGAN**  
NOTARY PUBLIC  
APPT. NO. 0442-19  
Until 06/30/2021  
IBP No. 13410 Dec. 9, 2020 Rizal Chapter  
Roll No. 26890 Lifetime  
MCLE No. VI-0012875 until 4/14/2022  
TIN No. 116-239-956  
PTR No. 4574511 01/04/2021  
Tel. No. 631-40-90  
Rm. 314 J&B Bldg., 251 EDSA,  
Mandaluyong City

Handwritten initials and signature in the bottom right corner.

Financial Bid Form

Date: December 07, 2020  
Purchase Request No: 21-010

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

Gentlemen:

Having examined the Bidding Documents (including Bid Bulletin) the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver the License Subscription for Oracle, in conformity with the said Bidding Documents for the sum of **One Million Two Hundred Twenty One Thousand One Hundred Fifty Seven Pesos and Nineteen Centavos, Php1,221,157.19** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 14 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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.

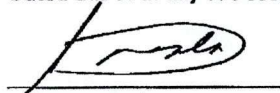
We understand that you are not bound to accept the lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, as the authorized representative of DBQuest, Inc., has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **License Subscription for Oracle of the Anti-Money Laundering Council**.

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.

Dated this 07th day of December 2020.

  
\_\_\_\_\_  
Edwin I. Tagala

Authorized Representative  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of DBQuest, Inc.



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**SCHEDULE OF PRICES**  
(For Goods Offered From Within the Philippines)

Name of Bidder : DBQuest, Inc.  
Purchase Request No 21-010

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other cost 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	Software License and subscription for Oracle Database Enterprise Edition—100 Name User Plus Perpetual (CSI No. 21616346) Coverage: Within 30 calendar days from receipt of Notice to Proceed to 31 December 2021	Philippines	1 lot	755,522.27	0.00	90,662.67	0.00	846,184.94	846,184.94
2	Software License and subscription for Oracle Advanced Security — 100 Name User Plus Perpetual (CSI No. 21616346) Coverage: Within 30 calendar days from receipt of Notice to Proceed to 31 December 2021	Philippines	1 lot	334,796.65	0.00	40,175.60	0.00	374,972.25	374,972.25
-	<b>TOTAL</b>	-	-	-	-	-	-	-	<b>Php1,221,157.19</b>

  
Edwin I. Tagala

Authorized Representative  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of DBQuest, Inc.






## **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	Deliverables/ Milestones	Quantity	Total	Schedule
1	Software License and subscription for Oracle Database Enterprise Edition – 100 Name User Plus Perpetual (CSI No. 21616346) Coverage: Within 30 calendar days from receipt of Notice to Proceed to 31 December 2021	1 Lot	1 Lot	Within 30 calendar days from receipt of Notice to Proceed to 31 December 2021
2	Software License and subscription for Oracle Advanced Security – 100 Name User Plus Perpetual (CSI No. 21616346) Coverage: Within 30 calendar days from receipt of Notice to Proceed to 31 December 2021			
3	Provide software updates during the subscription coverage			
4	Access to My Oracle Support (24 x 7 web-based technical support system)			
5	Assistance with Service Requests (Srs) 24 hours per day, 7 days a week			
6	Submission of Certificate / Proof of Entitlement for Oracle License (Oracle Database Enterprise Edition and Oracle Advanced Security)			Within 30 calendar days from receipt of Notice to Proceed

Submitted by:   
Edwin I. Tagala  
 (Printed Name & Signature)

Designation : Account Manager / Authorized Representative

Date: December 07, 2020





## Section VII. Technical Specifications

Item	Specification	Statement of Compliance*	Reference
1	Software License and subscription for Oracle Database Enterprise Edition – 100 Name User Plus Perpetual (CSI No. 21616346) Coverage: Within 30 calendar days from receipt of Notice to Proceed to 31 December 2021	Comply	Attached Oracle Datasheet and Technical Proposal
2	Software License and subscription for Oracle Advanced Security – 100 Name User Plus Perpetual (CSI No. 21616346) Coverage: Within 30 calendar days from receipt of Notice to Proceed to 31 December 2021	Comply	Attached Oracle Datasheet and Technical Proposal
<b>Other Requirements</b>			
3	Provide software updates during the subscription coverage	Comply	Attached Oracle Premier Support for Software Datasheet and Technical Proposal
4	Access to My Oracle Support (24 x 7 web-based technical support system)	Comply	Attached Oracle Premier Support for Software Datasheet and Technical Proposal
5	Assistance with Service Requests (Srs) 24 hours per day, 7 days a week	Comply	Attached Oracle Premier Support for Software Datasheet and Technical Proposal
6	Submission of Certificate / Proof of Entitlement for Oracle License (Oracle Database Enterprise Edition and Oracle Advanced Security)	Comply	Attached Oracle Premier Support for Software Datasheet and Technical Proposal

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 shall render the Bid under evaluation liable for rejection. A statement either in the Bidders 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

## **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	<b>Scope of Contract</b>
	<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>"The delivery terms applicable to this Contract are delivered at <i>507, 5/F, EDPC Building, BSP Complex A, Mabini Street, Malate, Manila</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in <b>Section VI (Schedule of Requirements)</b>.</p>
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Mr. Albert N. Pineda</i> .

	<p><b>Incidental Services:</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in <b>Section VI (Schedule of Requirements)</b>:</p> <p style="padding-left: 40px;">a. 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</p> <p>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.</p>
	<p><b>Intellectual Property Rights:</b></p> <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.</p>
2	<b>Advance Payment and Terms of Payment</b>
2.2	The terms of payment shall be One-time payment
3	<b>Performance Security</b>
	Please check options in Section 39 of the 2016 revised IRR of RA No. 9184.
4	<b>Inspection and Tests</b>
	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> <li>• <i>Inspection of Certificate/ Proof of Entitlement</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 from patent and latent defects and all conditions imposed under the contract have been fully met.</p>
6	<b>Liability of Supplier</b> As provided in the GCC.

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


**SECRETARY'S CERTIFICATE**

I, **ALI S. CAPATI**, of legal age, married, Filipino and with address at 27 Gold Street SSS Village Marikina City, after having sworn to in accordance with law, hereby CERTIFY that:

1. I am the incumbent and duly designated Corporate Secretary of DBQuest, Inc., organized and existing in accordance with law, with principal office address at Unit 2606 Antel Global Corporate Center, #3 Dona Julia Vargas Ave., 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. 2020-021 dated November 19, 2020, authorizing **Mr Edwin L. Tagala**, 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 for **PR21-010 License Subscription for Oracle of the Anti-Money Laundering Council;**

  
Signature of the Authorized Representative

**ET**  
Initial of the 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, I/We have hereunto set my/our hand/s on \_\_\_\_\_ at  
MANDALUYONG CITY

DEC 02 2020

  
**ALI S. CAPATI**  
Corporate Secretary  
MANDALUYONG CITY

DEC 02 2020

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were 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/s exhibited to me his Passport with his photograph and signature appearing thereon, with no. P3758745A issued in DFA Puerto Princesa on July 22, 2017.

DEC 02 2020

Witness my hand and seal on \_\_\_\_\_ **ATTY. JAMES TABUON**

**NOTARY PUBLIC**  
App. No. 8992-19  
Until Dec 31, 2020

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TIN No. 116-239-956  
PTR No. 43330065 /01-03-2020  
Tel. No. 631-40-90  
Mandaluyong City

