

CONTRACT AGREEMENT

THIS AGREEMENT made on the 16TH day of ~~SEPTEMBER~~ 2022 between *Anti-Money Laundering Council* of the Philippines, represented by its Executive Director, Matthew M. David, with office address at Room 507, 5/F EDC Building, BSP Complex, Malate Manila (hereinafter called “the Procuring Entity”) of the one part and *Fibercom Telecom Phils. Inc.*, with office address at Unit 2006A West Tower, Philippine Stock Exchange Centre, Ortigas Center, Pasig City, Metro Manila, Philippines (hereinafter called “the Supplier”) of the other part;

WHEREAS the Procuring Entity invited Bids for certain goods and ancillary services, particularly *Subscription, Support and Maintenance of IT Audit Software* and has accepted a Bid by the Supplier for the supply of those goods and ancillary services in the sum of *Four Million Nine Hundred Sixty-Five Thousand Seven Hundred Fifty-Five Pesos and 78/100 (PHP4,965,755.78)*, (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 *Four Million Nine Hundred Sixty-Five Thousand Seven Hundred Fifty-Five Pesos and 78/100 (PHP4,965,755.78)*, or such other sums as may be ascertained, *Fibercom Telecom Phils. Inc.* agrees to *PR No.22-038 Subscription, Support and Maintenance of IT Audit Software* in accordance with his/her/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

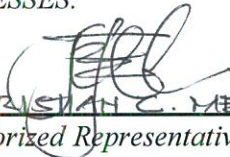
Authorized Representative of the Procuring Entity



MA. CARMELA B. SANTOS

Authorized Representative of the Supplier

WITNESSES:



CHRISTIAN C. MELCHOR

Authorized Representative of the Procuring Entity



DRANES A. CASTILLO

Authorized Representative of the Supplier

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

ACKNOWLEDGMENT

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

Government-Issued ID/No. Date/Place of Issue

MATTHEW M. DAVID BSP ID 5507

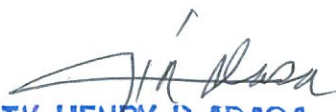
identified by me through competent evidence of identity to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his/her own free and voluntary act and deed and that of **ANTI-MONEY LAUNDERING COUNCIL** whom he/she represents with full authority to sign the instrument.

This instrument, referring to the CONTRACT / AGREEMENT for **PR No.22-038 Subscription, Support and Maintenance of IT Audit Software**, 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.

SEP 16 2022

WITNESS MY HAND AND SEAL on _____ at **CITY OF MANILA**, Philippines.

NOTARY PUBLIC



ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION-2020-097-12/11/2022 MLA.
PTR NO. 006097-01/03/2022 MLA.
ROLL NO. 29679-TIN 172-520-620
IBP NO. 178523-01/03/2022 PASIG
MCLE NO. VII-0000165 6/26/2019
VALID UNTIL 2025
URBAN PACO HOMES MLA. B-2.UNIT 355 TONDO MLA.

Doc. No. [301]
Page No. [60]
Book No. [X]
Series of 2022

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

ACKNOWLEDGMENT

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

| | Government-Issued ID/No. | Date/Place of Issue |
|------------------------------|--------------------------|---------------------|
| MA. CARMELA B. SANTOS | UMID CRN 003 55956071 | |

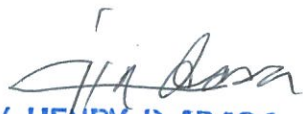
identified by me through competent evidence of identity to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his/her own free and voluntary act and deed and that of **Fibercom Telecom Phils. Inc.** whom he/she represents with full authority to sign the instrument.

This instrument, referring to the CONTRACT / AGREEMENT for **PR No.22-038 Subscription, Support and Maintenance of IT Audit Software**, 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 SEP 16 2022 at CITY OF MANILA, Philippines.

NOTARY PUBLIC

Doc. No. []
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Series of 2022


ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION-2020-097-12/11/2022 MLA.
PTR NO. 006097-01/03/2022 MLA.
ROLL NO. 29679-TIN 172-520-620
IBP NO. 172533-01/03/2022 PASIG
MCLE NO. VII-0000 165 6/26/2019
VALID UNTIL 2025
URBAN PACO HOMES MLA. B-2.UNIT 355 TONDO MLA.

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

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| GCC Clause | In cases of conflict between the provisions of the GCC and the SCC, the SCC requirement shall always prevail. |
| 1 | <p>Scope of Contract</p> <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:]</i> “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.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered AMLC, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila. 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> |

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. Christian C. Melchor.

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 Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

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

- b. in the event of termination of production of the spare parts:
 - i. Name of the Procuring Entity advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. Name of the Supplier following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

Contract Description The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

Final Destination The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one year.

Gross weight 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.

Any special lifting instructions 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, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

Any relevant HAZCHEM classifications

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| | Name of the Procuring Entity |
| | <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>Name of the Supplier</p> <p>Transportation – Contract Description</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>Final Destination</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. Gross weight</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. Any special lifting instructions</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>Any special handling instructions</p> <p>Intellectual Property Rights: Any relevant HAZCHEM classifications</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. 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> |

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| 2 | Advance Payment and Terms of Payment Transportation – |
| 2.2 | The terms of payment shall be one-time payment. 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. |
| 3 | Performance Security 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. |
| | Please check options in Section 39 of the 2016 revised IRR of RA No. 9184. 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. |
| 4 | Inspection and Tests 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. |
| | The inspections and tests that will be conducted: <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> Intellectual Property Rights: |
| 5 | Warranty 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. |
| 5.12 | 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 |

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| | <p>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 from patent and latent defects and all conditions imposed under the contract have been fully met.</p> <p>Advance Payment and Terms of Payment</p> |
| 62.2 | Liability of Supplier |
| 3 | Performance Security |
| | Please check options in Section 39 of the 2016 revised IRR of RA No. 9184. |
| 4 | Inspection and Tests |
| | The inspections and tests that will be conducted: |
| 5 | <ul style="list-style-type: none"> • Warranty |
| 5.1 | The obligation for the warranty shall be covered by, at the Supplier's option, |
| 6 | <p>Liability of Supplier</p> <p>As provided in the GCC.</p> |

Section VII. Technical Specifications

| No. | Requirement | Statement of Compliance | Reference |
|----------|--|-------------------------|-----------|
| 1 | License | | |
| 1.1 | License granted must be subscription / hosting. | | |
| 1.2 | License must be for 5 users (Auditors) | | |
| 1.3 | License for unlimited number of auditees to respond to risk assessment, document request, submit management response must be included in the price quotation. | | |
| 2 | Setup/Methodology | | |
| 2.1 | The ability to have multiple structures that can be used to tag relevant data and report on. For example: ISO 27001, NIST, COSO Framework, COBIT Framework, etc. | | |
| 2.2 | The ability to capture properties for entities in an audit universe. For example: auditable vs. non-auditable, documents for organization charts or risk commentary. | | |
| 2.3 | Changes to the audit universe are easy to make and are reflected accurately in current work. | | |
| 2.4 | The ability to map/create multiple audits to one or more entities in the audit universe. | | |
| 2.5 | Field labels and options can be customized, enabled or disabled if required. | | |
| 2.6 | Ability to create multiple templates with different set of terminology and options for different types of audits or projects or teams. | | |
| 2.7 | Users can be added, deleted or updated by Administrators, and outline level of internal IT involvement required. | | |
| 2.8 | Individual users can manage their own Landing Page Dashboard by adding one or many widgets. Each widget provides robust filtering capabilities and drill through capabilities, so auditors can keep track of their work and managers can keep track of the work of their team. | | |
| 2.9 | There is a Recent Activity feature to make it easy for users to navigate between Projects and Assessments, including object level navigation detail, enabling users to jump directly to one of the last procedures they have worked on. | | |
| 3 | IT Risk Assessment | | |
| 3.1 | The ability to have define risk calculations and the risk metrics used in the risk calculations. | | |
| 3.2 | Notes or attachments can be added to risk scores to explain the rationale. | | |

| No. | Requirement | Statement of Compliance | Reference |
|----------|---|-------------------------|-----------|
| 3.3 | Scoring of risks is straight forward and visible in the main screen. | | |
| 3.4 | Risk scoring can be assigned to audit managers by organizational structure or other metrics. | | |
| 3.5 | Entities and/or risks can have business owners. | | |
| 3.6 | Ability to publish risk self-assessments to business owners for them to score risks and reply to survey questions. | | |
| 3.7 | Reports are available for risk data. | | |
| 3.8 | Ability to support continuous risk assessment | | |
| 4 | Project Scheduling and Time Tracking | | |
| 4.1 | Audits identified in the Audit Plan are automatically available for capacity planning. | | |
| 4.2 | Audits identified in the Audit Plan are automatically available for scheduling. | | |
| 4.3 | Ability to assign an audit to multiple Audit Plans. | | |
| 4.4 | Activities outside of audits can be scheduled. | | |
| 4.5 | Allows a project to be scheduled by phases. For example, the project could be split into Planning, Execution, and Reporting. | | |
| 4.6 | Ability to view schedule in a Gantt chart based on audit and non-audit activities. | | |
| 4.7 | Ability to search for resources by their skills, experience and availability. | | |
| 4.8 | Staff or Resource Views that display assignments to reflect a complete picture of assignments are available. | | |
| 4.9 | Time tracking reads assignments from the schedule and/or audit file assignments. | | |
| 4.10 | Time tracking allows for audit and non-audit time. | | |
| 4.11 | Timesheets can be saved and added to/ edited before being submitted to permit different working habits. | | |
| 4.12 | Timesheets can require management approval after they are submitted. | | |
| 4.13 | Ability to add comments in the timesheet. | | |
| 4.14 | Ability to delegate someone else to enter time on behalf of team members. | | |
| 4.15 | Availability of resource utilization report. | | |
| 5 | Audit Engagement Planning and Execution | | |
| 5.1 | Ability to support Agile Audit methodology | | |
| 5.2 | Ability to define an audit backlog and support Kanban storyboard for agile audit which is fully integrated into the audit file | | |
| 5.3 | Ability to create templates including methodology tasks and workpapers and the ability to mix and match templates. For example, planning template with IT template. | | |

AK

[Signature]

| No. | Requirement | Statement of Compliance | Reference |
|------|---|-------------------------|-----------|
| 5.4 | Entity information including the history (e.g., historical findings, projects, risk scores) can be seen in the audit engagement project. | | |
| 5.5 | Ability to roll forward an audit project with the flexibility to copy over results, document requests, assignment, etc. | | |
| 5.6 | Risk-Control-Test approach is supported. | | |
| 5.7 | Knowledge Base content is available which can be selectively added to the audit engagement. | | |
| 5.8 | Ability to add risks, controls or tests on an ad-hoc basis. | | |
| 5.9 | Ability to send document requests to auditee via email and allow for external parties to respond to document requests | | |
| 5.10 | Ability to attach files as part of document requests sent to auditees | | |
| 5.11 | Integration with MS Word, MS Excel and Adobe PDF which allows auditors to create specific point-to-point hyperlinks with data such as tests and even between workpapers or create findings or coaching notes directly in the workpaper. | | |
| 5.12 | Ability to embed pictures into the text fields for test procedures and findings. | | |
| 5.13 | Multiple levels of assigned reviewers with workflow to route approvals to next reviewer automatically. | | |
| 5.14 | Flexibility of audit roles. | | |
| 5.15 | Ability to create findings with one or more recommendations that have different remediation owners, dates, properties and classification. | | |
| 5.16 | Findings can be created outside of audit engagements. | | |
| 5.17 | Findings can be tagged across multiple structures for reporting | | |
| 5.18 | Options for remediation date, revised remediation date and audit review date are possible. | | |
| 5.19 | Ability to allow management to enter their responses to findings directly in the system with response tracking mechanism (e.g., response due dates, automated reminders). | | |
| 5.20 | Ability to configure the application to apply multiple levels of review to certain audit file data. | | |
| 5.21 | Audit reports can be generated to list audit findings and recommendations and multiple report templates are possible. | | |
| 5.22 | Audit report distribution to business can be handled automatically by application without the need to email or send via external systems. | | |

| No. | Requirement | Statement of Compliance | Reference |
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| 5.23 | Template tasks can be consistently applied to ensure proper process is followed to close an audit file. | | |
| 5.24 | Ability to support drag & drop for reorganization of data within an audit file. | | |
| 5.25 | Ability to support version control on attached documents. | | |
| 5.26 | Ability to work offline to document test results, creating findings and signoff of work done, with the same look-and-feel as online. When connected to the server, offline work can be synchronized/merged to the server version. | | |
| 5.27 | Ability to publish surveys such as audit satisfaction surveys from the audit file. | | |
| 6 | Audit Finding Follow-up/ Tracking | | |
| 6.1 | Ability to select some but not all audit findings for follow-up. | | |
| 6.2 | Finding statuses and workflow support standard concepts such as open/pending, overdue, validated and closed. Preference is to be able to name the states and configure the workflow. | | |
| 6.3 | Ability to select which audit finding fields can be hidden from business owners. | | |
| 6.4 | Multiple business and audit roles can be assigned to the audit finding with different permissions. These roles do not grant access to the audit project though. | | |
| 6.5 | Ownership of a finding can be changed if the business owner changes. | | |
| 6.6 | A status update process is supported that automatically notifies business owners of pending action(s). | | |
| 6.7 | Status updates permit text updates, attachments, and changes to remediation dates. Any of the above can be restricted if required. | | |
| 6.8 | Changes to the audit finding state can be traced back to the person who performed the action. | | |
| 6.9 | Business owners can change the state of an audit finding to completed but unable to close the finding. Closure of findings can only be done by the auditor. | | |
| 6.10 | Audit is notified of any updates or changes to audit finding state made by the business owners. | | |
| 6.11 | Follow-up testing and conclusions can be performed in the follow-up area OR referenced if a follow-up audit was performed. | | |
| 6.12 | Audit can reject a completed remediation action and the business owner is notified that further work is required. | | |
| 6.13 | Aging of audit findings is calculated and reportable. | | |

| No. | Requirement | Statement of Compliance | Reference |
|----------|---|-------------------------|-----------|
| 6.14 | Reports and dashboards are available to see the status of not yet due, overdue, completed and closed audit findings. | | |
| 6.15 | Reports and dashboards of findings can be configured to include/exclude certain data. | | |
| 7 | Management Information Reporting | | |
| 7.1 | Reports to highlight progress and trends in Audit Plans, findings, status, organizational unit, properties, etc. with filters available. Ability to view Audit Plan results by different structures. | | |
| 7.2 | Dashboards that measure progress and trends across data sets that include drill through capabilities. | | |
| 7.3 | Reports have formatting options such as re-ordering and resizing columns, grouping options, and conditional formatting. | | |
| 7.4 | Reports can be generated automatically according to schedule specified and emailed to selected users. | | |
| 8 | Technical | | |
| 8.1 | Solution is cloud-based with no software installation required on an end user's PC. | | |
| 8.2 | Ability to support configurable notifications within the application (In-App) and via email. | | |
| 8.3 | Software Subscription for IT Audit Software with One Year Annual Maintenance – Version Releases, Patches, and Unlimited Phone and Email Support to Supplier (Coverage: 1 Year Subscription) | | |
| 8.4 | 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 | | |
| 8.5 | 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 | | |

[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

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, consisting of several stylized, overlapping loops and lines, positioned to the right of the main text block.

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 | Certificate / Proof of Entitlement for One (1) Year <i>Subscription, Support and Maintenance of IT Audit Software</i> | 1 Lot | 1 Lot | <i>Within 15 calendar days</i> after receipt of Notice to Proceed |
| 2 | One (1) Year <i>Subscription, Support and Maintenance of IT Audit Software</i> contract | | | 1 year coverage <u>beginning from the date of signing of the contract</u> |
| 3 | One (1) Year Local Standard Technical Support | | | |



Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : August 11, 2022
 Project Identification No. : PR No. 22-038

To: Anti-Money Laundering Council

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 ***Subscription, Support and Maintenance of IT Audit Software / Purchase Request No. 22-038*** in conformity with the said PBDs for the sum of ***Four Million Nine Hundred Sixty Five Thousand Seven Hundred Fifty Five Pesos and Seventy Eight Cents (4,965,755.78)*** 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 of agent | Amount | Purpose of Commission or gratuity |
|---------------------------|--------|-----------------------------------|
|---------------------------|--------|-----------------------------------|

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 *Fibercom Telecom Phils. Inc* as evidenced by the attached *Senior Vice President, Ma. Carmela B. Santos*.

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: Senior Vice President

Signature:  _____

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

Date: August 11, 2022

SCHEDULE OF PRICES
(For Goods Offered from Within the Philippines)

Name of Bidder _____.

Purchase Request No. 22-038

| 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 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, Support and Maintenance of IT Audit Software | Philippines | 1 Lot | 4,965,755.78 | 0.00 | 0.00 | 0.00 | 4,965,755.78 | 4,965,755.78 |

Name: Ma. Carmela B. Santos

Legal Capacity: Senior Vice President

Signature: _____


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

Schedule of Prices
(For Services)

Name of Bidder: Fibercom Telecom Phils Inc.
Purchase Request No. 22-038

| Item | Specification | Cost* (Inclusive of Value-Added Tax and Other Incidental Expenses) |
|------------------------|---|---|
| 1 | TeamMate+ Package auditor licenses (5 users, gold subscription) | 4,965,755.78 |
| 2 | TeamMate+ Package auditee licenses (unlimited users) | |
| 3 | 30 days License (Grace Period) | |
| 4 | IT Installation (2 days) | |
| 5 | TeamMate+ analysis and configuration service (7 days) | |
| 6 | TeamMate+ end user training service (3 day) | |
| 7 | 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 | |
| TOTAL BID PRICE | | 4,965,755.78 |

*Merge for 1 Lot

Name: Ma. Carmela B. Santos

Legal Capacity: Senior Vice President

Signature: _____


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



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

SECRETARIAT
OFFICE OF THE EXECUTIVE DIRECTOR

2 September 2022

Ms. Ma. Carmela B. Santos
Senior Vice President
Fibercom Telecom Phils., Inc.
2006-A West Tower PSEC Textite Bldg.
Ortigas, Pasig City

Dear Ms. Santos:

Subject: Notice of Award (NOA)

We are pleased to notify you that your bid for one (1) lot Subscription, Support and Maintenance of IT Audit Software in the amount of Four Million Nine Hundred Sixty-Five Thousand Seven Hundred Fifty-Five Pesos and 78/100 (PHP4,965,755.78), inclusive of all costs and applicable taxes, has been accepted pursuant to AMLC-BAC Resolution No. 22-59, series of 2022.

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.

Moreover, please post a performance security in favor of the AMLC in the form of cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price within ten (10) calendar days from receipt of this NOA but in no case later than the signing of the Contract. The performance security shall remain valid until issuance of the Certificate of Final Acceptance.

Thank you for your kind attention.

Very truly yours,


MATTHEW M. DAVID
Executive Director

Conforme:
Fibercom Telecom Phils., Inc.


MA. CARMELA B. SANTOS

Signature over printed name of Authorized Representative

Date: September 5, 2022



File/Ref. No. AMLCS-BAC-22-_____

Room 507, 5/F, EDPC Building, Bangko Sentral ng Pilipinas Complex, Malate, Manila, Philippines
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