

Contract for the Procurement of I2 Analyst Notebook Software Maintenance

THIS AGREEMENT made on the 3rd day of **February 2023** between **ANTI-MONEY LAUNDERING COUNCIL** of the Philippines (hereinafter called "the Entity") of the one part and **WORKCENTRIC SOLUTIONS CONSULTING, INC.** of Unit 2405-B West Tower, PSE Exchange Building, Ortigas Center, Pasig City, 1605 Philippines (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Purchase Request No. 23-001: Procurement of I2 Analyst Notebook Software Maintenance** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Three Million Six Hundred Eighty-Eight Thousand Eight Hundred Eighty Pesos and 18/100 (Php 3,688,880.18)** (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 **Three Million Six Hundred Eighty-Eight Thousand Eight Hundred Eighty Pesos and 18/100 (Php 3,688,880.18)** or such other sums as may be ascertained, **Workcentric Solutions Consulting, Inc.** agrees to deliver and implement **Purchase Request No. 23-001: Procurement of I2 Analyst Notebook Software Maintenance** in accordance with his/her/its Bid for the period 03 February 2023 to 02 February 2024.
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 Entity



AUREO D. CASTILLO

Authorized Representative of the Supplier

WITNESSES:



Mylene C. Meneses

Witness



JAMIE T. ROJO

Witness

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in City of 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	BSP ID No. <u>5507</u>	<u>Manila</u>

	Government-Issued ID/No.	Date/Place of Issue
AUREO D. CASTILLO	<u>Primer License</u> <u>315 142</u>	<u>Ided under</u> <u>Manila</u>

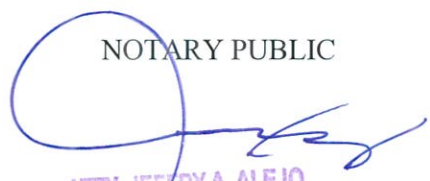
who were identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed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

This instrument, referring to the CONTRACT / AGREEMENT for **Purchase Request No. 23-001: Procurement of I2 Analyst Notebook Software Maintenance**, consisting of three (3) pages, including this page where this Acknowledgment is written, was duly signed by the parties on each and every page thereof.

FEB 03 2023

WITNESS MY HAND AND SEAL on _____ at City of Manila, Philippines.

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Book No. [1]
Series of 2023

NOTARY PUBLIC


ATTY. JEFFERY A. ALEJO
Notary Public
Commission No. 2022-047
Until 31 December 2023
IBP No. 17-784 / 5 January 2022
PTR No. MLA0282353 / 10 March 2022
MCLE Compliance No. VII -0007695/ Valid Until 2025
Bangko Sentral ng Pilipinas, Malate, Manila
Roll of Attorneys No. 66665





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 within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>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>

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	<p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site are <i>Mr. Raymond R. Cruz and Ms. Mylene C. Meneses</i>.</p> <p>Incidental Services:</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI (Schedule of Requirements):</p> <ol style="list-style-type: none"> a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; b. provide system updates and technical assistance as may be required; and; c. 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. <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>Intellectual Property Rights:</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	Advance Payment and Terms of Payment
2.2	The terms of payment shall be <i>One-time payment upon issuance of Certificate of Completion</i> .
3	Performance Security
4	Inspection and Tests
	The inspections and tests that will be conducted are: <i>Inspection of certificate of Entitlement</i>
5	Warranty
5.1	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.

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	<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>
6	Liability of Supplier

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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	Submission of Proof of Entitlement indicating the inclusive dates of Subscription of Support Maintenance One Year i2 Analyst Notebook Software Maintenance	1 lot		<i>Within 15 calendar days</i> after receipt of Notice to Proceed

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

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Section VII. Technical Specifications

Item	Specification	Statement of Compliance	Reference
E0DQTLL (13)	i2 Analyst Notebook Concurrent User Annual SW Subscription & Support renewal	comply	Annex A: Product Datasheet
E0DTFLL (4)	i2 iBase User Concurrent User Annual SW Subscription & Support renewal	comply	Annex A: Product Datasheet
E0DTGLL (1)	i2 iBase Designer Concurrent User Annual SW Subscription & Support renewal	comply	Annex A: Product Datasheet
WSCVS	Basic Service Support Refresher Training	comply	Annex A: Product Datasheet
Other Requirements:	One Year i2 Software Maintenance	comply	

[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.]

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