

## 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, EDCP 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 Multi-Year Subscription, Software Maintenance and Support of Web Application Firewall (Imperva WAF) and has accepted a Bid by the Supplier for the supply of the said goods and services in the sum of *Four Million One Hundred Sixty-One Thousand Three Hundred Eighty-Seven Pesos and 51/100 (PHP4,161,387.51), inclusive of all costs and applicable taxes*, (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.* :
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and



- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *Four Million One Hundred Sixty-One Thousand Three Hundred Eighty-Seven Pesos and 51/100 (PHP4,161,387.51), inclusive of all costs and applicable taxes*, or such other sums as may be ascertained, *Fibercom Telecom Phils., Inc.* agrees to the *Multi-Year Subscription Software Maintenance and Support of Web Application Firewall (Imperva WAF)* 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: for:

Anti-Money Laundering Council

  
**JINKY A. SAMILLANO**  
Authorized Representative

Fibercom Telecom Phils., Inc.

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
<b>Matthew M. David</b>	<u>DRIVERS LICENSE</u> <u>N02-93-210584</u>	<u>NCR 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 **Multi-Year Subscription Software Maintenance and Support of Web Application Firewall (Imperva WAF)**, 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

Doc. No. [ 324 ]  
Page No. [ 65 ]  
Book No. [ 11 ]  
Series of 2023



REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY 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
<b>Jinky A. Samillano</b>	Passport ID P7332193B	03 August 2023

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 **Multi-Year Subscription Software Maintenance and Support of Web Application Firewall (Imperva WAF)**, 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. VL-BEP003719 valid until 04/14/25  
Roll No. 46377; IBF LRN 02459; OR 535886; 06/21/2001  
TIN 123-011-785; PFR 0161665; 01/06/23; Pasig City  
Unit 5, West Tower PSE, Exchange Road  
Ortigas Center, Pasig City Tel.+632-86314090

Doc. No. [94]  
Page No. [21]  
Book No. [79]  
Series of 2023 .



## *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, Software Maintenance and Support of Web Application Firewall (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	<p>3 Year Actual coverage of the Subscription of Maintenance and Support for Web Application Firewall (Imperva) contract</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>
3	<p>3 Year Local Standard Technical Support and Maintenance</p>			
4	<p>Quarterly security evaluation on the policies and configuration of the systems deployed</p>			<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>




## *Section VII. Technical Specifications*

Item	Specification	Statement of Compliance	Reference
1	Single Appliance Management License, Annual Standard 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	See attached quotation item no.1
2	X2510 Web Application Firewall, Annual Standard Support	Comply	See attached quotation item no.2
3	ThreatRadar Reputation Services, Annual Subscription	Comply	See attached quotation item 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	See attached quotation item no.5
5	Quarterly security evaluation on the policies and configuration of the systems deployed	Comply	See attached quotation item no.6
6	The Supplier must provide a grace period (free of charge) of thirty (30) calendar days from the date of expiration of subscription of software maintenance and support	Comply	See attached letter of confirmation for the grace period
7	The supplier must provide a quotation for one (1) month of subscription for the software maintenance and support to determine how much will be deducted if the award will be delayed due to the effectivity of the General Appropriations Act	Comply	See attached one month quote

*[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.]*



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

AMLC04\_Imperva WAF  
December 21, 2022

Attention: EAC Secretariat

Subject: Quotation Web Application Firewall Maintenance

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
<b>Year 1</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1		Included
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhanced Support	1		
3	SB-WAF-TRS-25-R-TR0	ThreatRadar Reputation Services, Annual Subscription	1		
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1		
			<b>Total</b>		
<b>Year 2</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1		Included
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhanced Support	1		
3	SB-WAF-TRS-25-R-TR0	ThreatRadar Reputation Services, Annual Subscription	1		
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1		
			<b>Total</b>		
<b>Year 3</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1		Included
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhance Support	1		
3	SB-WAF-TRS-25-R-TR0	ThreatRadar Reputation Services, Annual Subscription	1		
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1		
			<b>Total</b>		
<b>SERVICES</b>					
5	N/A	Local Standard Technical Support (Multi-Year), 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
6		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 60 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](mailto: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 Secretariat  
Room 611, 6F, EDPC Building, BSP Complex, Malate, Manila

AMLC04\_Imperva WAF  
December 21, 2022

Attention: BAC Secretariat

Subject: Quotation Web Application Firewall Maintenance

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
<b>Year 1</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1	Included	
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhanced Support	1		
3	SB-WAF-TRS-25-R-TR0	ThreatRadar Reputation Services, Annual Subscription	1		
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1		
			<b>Total</b>		
<b>Year 2</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1	Included	
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhanced Support	1		
3	SB-WAF-TRS-25-R-TR0	ThreatRadar Reputation Services, Annual Subscription	1		
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1		
			<b>Total</b>		
<b>Year 3</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1	Included	
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhance Support	1		
3	SB-WAF-TRS-25-R-TR0	ThreatRadar Reputation Services, Annual Subscription	1		
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1		
			<b>Total</b>		
<b>SERVICES</b>					
5	N/A	Local Standard Technical Support (Multi-Year), 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	
6		Quarterly Security Evaluation on the policies and configuration of the systems deployed : 4 Incidents On-site 8 x 5 x Next Business Day			

Tap-in

**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 60 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:

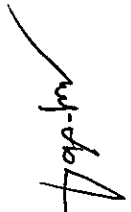
Rosemarie B. Cerilo  
Account Manager  
9985453435  
[rosemarie.cerilo@fibercomtelecoms.com](mailto:rosemarie.cerilo@fibercomtelecoms.com)

---

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  
EAC Secretariat  
Room 611, 6F, EDCP Building, BSP Complex, Malate, Manila

AMLC04\_Imperva WAF  
December 21, 2022

Attention: EAC Secretariat

Subject: Quotation Web Application Firewall Maintenance

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
<b>Year 1</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1		98,310.97
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhanced Support	1		
3	SB-WAF-TRS-25-R-TRO	ThreatRadar Reputation Services, Annual Subscription	1		
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1		
<b>SERVICES</b>					
5	N/A	Local Standard Technical Support (15 February 2022 to 31 December 2022), 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
6		Quarterly Security Evaluation on the policies and configuration of the systems deployed : 4 Incidents On-site 8 x 5 x Next Business Day			
					<b>98,310.97</b>

**Terms and Conditions:**

Currency: Philippine Peso, VAT Inclusive.  
 Terms of Payment: As required on government bidding.  
 Delivery: Within 30 calendar days after receipt of Notice to Proceed.  
 Price Validity: Price quoted is valid for 60 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  
 9454805485  
[rosemarie.cerilo@fibercomtelecoms.com](mailto: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




LETTER OF CONFIRMATION OF LICENSE EXTENSION

To: Anti Money-Laundering Council,

This is to confirm that, in case of any delay of the purchase order from Year 2024-2025 and Year 2025-2026 we will give a maximum of 30 days license extension for the Multi-Year Subscription, Software Maintenance and Support of Web Application Firewall (Imperva).

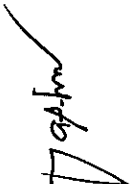
If you have any further questions, please contact us at +63 2 8657-1234 or our Account Manager, Ms. Rosemarie Cerilo at 0998 545 3435 or [rosemarie.cerilo@fibercomtelecoms.com](mailto:rosemarie.cerilo@fibercomtelecoms.com)

Thank you.

Sincerely,



Ma. Carmela B. Santos  
Chief Operating Officer  
Fibercom Telecom Phils. Inc



## ***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.

*Handwritten signature/initials*

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

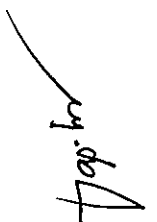
## **5. Warranty**

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

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

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

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



## *Section V. Special Conditions of Contract*

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



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

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

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *Mr. Keyan A. Pangilinan*.

**Incidental Services:**

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

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

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

**Packaging:**

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

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

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

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

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

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

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

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

*Handwritten signature*

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

*Handwritten signature*



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

**BIDS AND AWARDS COMMITTEE**

**BID BULLETIN No. 1**

Project Title : PR23-012: Multi-Year Subscription, Software Maintenance and Support of Web Application Firewall (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><b><u>Issue No. 1</u></b></p> <p><b>Section II. Instruction to Bidders –</b> 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><b><u>Clarification No.1</u></b></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><b><u>Issue No. 2</u></b></p> <p><b>Section VI. Schedule of Requirements</b></p> <p><b>Delivery Period –</b> Within 3 calendar days after receipt of Notice to Proceed.</p>	<p><b><u>Amendment No. 1</u></b></p> <p><b>Section VI. Schedule of Requirements</b></p> <p><b>Delivery Period –</b> 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



## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

### BID FORM

Date : December 21, 2022

Project Identification No. : 23- 012

To: *Anti-Money Laundering Council*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Number(s) 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *1 Lot Multi-Year Subscription, Software Maintenance and Support of Web Application Firewall (Imperva) with identification number [Purchase Request No. 23- 012]* in conformity with the said PBDs for the sum of *Year 1; 1,278,042.60, Year 2; 1,379,604.40 and Year 3; 1,503,740.51 or a total of Four Million One Hundred Sixty One Thousand Three Eighty Seven Pesos and Fifty One centavos (4,161.387.51)* 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 and Purpose of  
Currency 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 *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]

**For Goods Offered from Within the Philippines**

Name of Bidder: Fibercom Telecom Phils Inc. Project ID No. 23- 012 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 Incidental Services, if applicable, per item	Total Price, perunit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	<i>1 Lot Multi-Year Subscription, Software Maintenance and Support of Web Application Firewall (Imperva)</i>	Philippines	1 Lot	Year 1: 1,278,042.60  Year 2: 1,379,604.40  Year 3: 1,503,740.51	N/A	N/A	N/A	1,278,042.60 + 1,379,604.40 + 1,503,740.51	4,161,387.51

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*

## 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. 23- 012 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: Fibercom Telecom Phils Inc

Legal Capacity: Chief Operating Officer

Signature: 

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

*Handwritten signature*

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

AMLC04\_Imperva WAF  
December 21, 2022

Attention: BAC Seretariat

Subject: Quotation Web Application Firewall Maintenance

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
<b>Year 1</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1	391,921.57	391,921.57
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhanced Support	1	581,125.43	581,125.43
3	SB-WAF-TRS-25-R-TR0	ThreatRadar Reputation Services, Annual Subscription	1	304,995.60	304,995.60
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1	Included	
			<b>Total</b>		1,278,042.60
<b>Year 2</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1	417371.03	417371.03
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhanced Support	1	618,860.84	618,860.84
3	SB-WAF-TRS-25-R-TR0	ThreatRadar Reputation Services, Annual Subscription	1	343,372.53	343,372.53
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1	Included	
			<b>Total</b>		1,379,604.40
<b>Year 3</b>					
1	SS-ML-R-SL1	Single Appliance Management License , Annual Enhanced Support	1	452,641.78	452,641.78
2	SS-WAF-X251-R-SL1	X2510 Web Application Firewall , Annual Enhance Support	1	680,746.93	680,746.93
3	SB-WAF-TRS-25-R-TR0	ThreatRadar Reputation Services, Annual Subscription	1	370,351.80	370,351.80
4	SS-SUB VM15-MXT 1Y-TB	VM150 Management Server Virtual Appliance, Annual Enhanced Subscription	1	Included	
			<b>Total</b>		1,503,740.51
<b>SERVICES</b>					
5	N/A	Local Standard Technical Support (Multi-Year), 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
6		Quarterly Security Evaluation on the policies and configuration of the systems deployed : 4 Incidents On-site 8 x 5 x Next Business Day			

**4,161,387.51**

Terms and Conditions:

*Handwritten signature/initials in black ink.*

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 60 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  
9454805485  
[rosemarie.cerilo@fibercomtelecoms.com](mailto: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





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 Multi-Year Subscription, Software Maintenance and Support of Web Application Firewall (Imperva WAF) in the amount of Four Million One Hundred Sixty-One Thousand Three Hundred Eighty-Seven Pesos and 51/100 (PHP4,161,387.51), inclusive of all costs and applicable taxes, has been accepted pursuant to AMLC-BAC Resolution No. 23-08, 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.**

*Ms. Carmela Santos*

Signature over printed name of Authorized Representative

Date: January 23, 2023

*795-100*

## 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. 2023-01-010 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 for 1 LOT MULTI-YEAR SUBSCRIPTION, SOFTWARE MAINTENANCE AND SUPPORT FOR WEB APPLICATION FIREWALL (IMPERVA) of the Anti-Money Laundering Council;**
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.

  
Signature of Authorized Representative

  
Initial of Authorized Representative

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.

Doc. No. 88  
Page No. 9  
Book No. 79  
Series of 2023.

  
**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-BEP09-719 valid until 04/14/25  
Roll No. 46377; IBP 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

## 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 **1 LOT MULTI-YEAR SUBSCRIPTION, SOFTWARE MAINTENANCE AND SUPPORT FOR WEB APPLICATION FIREWALL (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

*Jinky A. Samillano*

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 **1 LOT MULTI-YEAR SUBSCRIPTION, SOFTWARE MAINTENANCE AND SUPPORT FOR WEB APPLICATION FIREWALL (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.**

IN WITNESS WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of January 2023 at Pasig City, Philippines.

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

**SUBSCRIBED AND SWORN** to before me on JAN 30 2023 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.

Doc. No. 92  
 Page No. 20  
 Book No. 79  
 Series of 2023.

NOTARY PUBLIC  
**FERDINAND D. AYAHAO**  
*Notary Public*  
 For Pasig City, Paleros and San Juan City  
 Appointment No.108 (2022-2023) valid until 12/31/2023  
 MCLE Exemption No.VII-BEP003719 valid until 04/14/25  
 Roll No. 46377; IBP LRN 02459; OR 535886; 06/21/2001  
 TIN 123-011-785; PTR 0161665; 01/06/23; Pasig City  
 Unit 5, West Tower PSE, Exchange Road  
 Ortigas Center, Pasig City Tel.+632-86314090





# STRONGHOLD

INSURANCE COMPANY, INCORPORATED

## ENDORSEMENT No. 009/23

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)-BO05A02-0289384  
Kind of Bond : Performance Bond  
Amount of Bond : Php 1,248,416.25  
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:

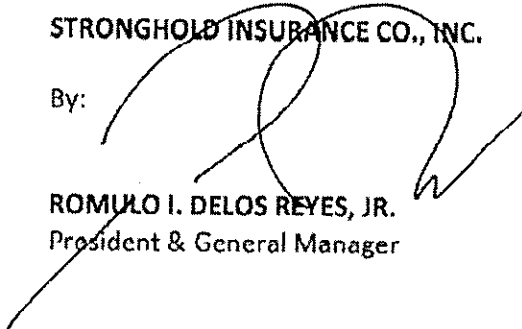
FIBERCOM TELECOM PHILS., INC.

By:

  
MA. CARMELA B. SANTOS  
COO

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



DOCUMENTARY STAMP  
PHP 2,224.00

2200006264701/25/2023N:39DS111PSIC6703R

mail@strongholdinsurance.com.ph  
www.strongholdinsurance.com.ph  
VAT Reg. TIN00-602-270-000  
Established Since 1960

## PERFORMANCE BOND

SICI NO.: G(13)-BO05A02-  
MARK/G(13)-BO05A02-0289384

Premium	17,789.94
Doc Stamps	2,224.00
Evat	2,134.79
LGT	35.57
Others	600.00
Notarial Fee	500.00
<b>Total</b>	<b>23,284.30</b>

### 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 TWO HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED SIXTEEN & 25/100 (PHP 1,248,416.25)** 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 WEB APPLICATION FIREWALL (IMPERVA WAF) UNDER AMLC-BAC RESOLUTION NUMBER 23-08, 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 TWO HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED SIXTEEN & 25/100 (PHP 1,248,416.25)** 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 **MANILA CITY** this 19th day of January, 2023.

FIBERCOM TELECOM PHILS. INC.

  
MA. CARMELA B. SANTOS

(Principal)

STRONGHOLD INSURANCE CO., INC.

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

  
ROMULO I. DELOS 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)-B005A02-0289384  
MARK/G(13)-B005A02-0289384

In 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.

Doc. No. 16  
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. 170005/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 TWO HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED SIXTEEN & 25/100 Pesos, (PHP 1,248,416.25) 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 Philippines.  
Affiant exhibited to me his Comm. Tax Certificate and that the Corporation, as above mentioned.

Doc. No. 17  
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. 170005/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: **DELEGADA 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  
a

pang **DI-BUHAY**  
**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 ikatathlumpu'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. 181 806-0



**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)-BO05A02-0289384-SICI/G(13)-BO05A02-0289384  
Amount : Ps. 1,248,416.25

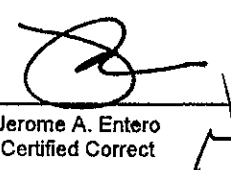
Premium (VATable)	17,789.94
Evat	2,134.79
Doc. Stamps	2,224.00
Indemnity Stamps	0.00
LGT	35.57
Acknowledgement/Others	600.00
Notarial Fee	500.00
<b>Total Amount Due</b>	<b>23,284.30</b>

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 Heights  
 (Concepcion) 1810 City of Marikina NCR, Second District Philippines  
 VAT Reg TIN: 000-602-270-00096

**OFFICIAL RECEIPT**

**No. 00096 - 0001942**

**Jan. 25, 2023**

Date: \_\_\_\_\_

RECEIVED from M FIBERCOM TELECOM PHILS., INC.

Address Unit 2006 A West Tower PSE Centre, Ortigas Centre, Pasig City

TIN: \_\_\_\_\_ Bus Style Twenty Two Thousand Nine Hundred Twenty Eight & 50/100

the sum of Pesos \_\_\_\_\_ only (P 22,928.50)

in full/payment of <b>G(13)-BO05A02-0289384</b>	
Policy / Bond .....	
Endorsement No. ....	
Renewal No. ....	
Amount of Coverage <b>1,248,416.25</b>	
from <b>Jan: 19,</b> ..... <b>2023</b>	
from ..... <b>20</b>	
Insurance in Force <b>Jan: 19,</b> ..... <b>2026</b>	
To ..... <b>20</b>	P ..... <b>17,789.94</b>
Premium .....	..... <b>2,224.00</b>
Documentary Stamps .....	..... <b>2,134.79</b>
Fire Service Tax .....	..... <b>35.57</b>
Others .....	..... <b>355.80</b>
VAT Amount .....	..... <b>500.00</b>
Total Sales .....	P ..... <b>600.00</b>
<b>TOTAL AMOUNT PAYABLE:</b>	<b>P ..... 22,928.50</b>

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 Print OCN: 125AU20200000000235  
 Date Issued: 01/25/2020 Expiry Date: 05/18/2025  
**K-LINE PRINTING**  
 J.P. Rizal, Pampanga  
 NON-VAT Reg TIN: 43-527-843-000

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

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