

Contract for the Procurement of I2 Analyst Notebook Software Maintenance

THIS AGREEMENT made on the 28 day of February 2024 between **ANTI-MONEY LAUNDERING COUNCIL** of the Philippines, represented by its Executive Director, Matthew M. David, with office address at Room 507, 5/F EDPC Building, BSP Complex, Malate, Manila (hereinafter called "the Procuring Entity") of the one part and **WORKCENTRIC SOLUTIONS CONSULTING, INC.**, represented by its Managing Director, Aurelio D. Castillo, with office at Unit 1901-B West Tower Building, PSE Center, Exchange Road, Ortigas Center, 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 **Purchase Request No. 24-004: 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 Nine Hundred Fifty-Three Thousand Eight Hundred Pesos only (Php 3,953,800.00)** (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 an 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 Nine Hundred Fifty-Three Thousand Eight Hundred Pesos only (Php 3,953,800.00)** or such other sums as may be ascertained, **Workcentric Solutions Consulting, Inc.** agrees to deliver and implement **Purchase Request No. 24-004: Procurement of I2 Analyst Notebook Software Maintenance** in accordance with his/her/its Bid for the period **01 March 2024 to 28 February 2025**.
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:



KENAN JOSHUA S. MACALTAO

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 _____, 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>076334</u>	<u>Manila</u>

	Government-Issued ID/No.	Date/Place of Issue
AUREO D. CASTILLO	Drivers License's <u>N02-96-315142</u>	Valid Until April 11, 2024

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. 24-004: 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.

WITNESS MY HAND AND SEAL on FEB 28 2024 at City of Manila, Philippines.

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Page No. [82
Book No. [1
Series of 2024

NOTARY PUBLIC
ATTY. JEFFRY A. ALEJO
Notary Public
Commission No. 2024-009
Until 31 December 2025
IBP No. 388257 / 2 January 2024
PTR No. 1548297 / 10 January 2024
Bangko Sentral ng Pilipinas, Malate, Manila
Roll of Attorneys No. 66665



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDDING DOCUMENTS

for

I2 ANALYST NOTEBOOK SOFTWARE MAINTENANCE

Purchase Request No. 24-004

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

Invitation to Bid

1. The *Anti-Money Laundering Council (AMLC)*, through the *National Expenditure Program for FY 2024* intends to apply the sum of *Three Million Nine Hundred Eighty Three Thousand Nine Hundred Ninety and 60/100 Pesos, PHP3,983,990.60* being the ABC to payments under the contract for *I2 Analyst Notebook Software Maintenance / Purchase Request No. 24-004*. For the purpose of *early procurement* authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2024 National Expenditure Program shall be used as basis. Further, consistent with the requirement in the same Section 7.6, *no award of contract shall be made until the approval and effectivity of the FY 2024 General Appropriations Act*. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *AMLC* now invites bids for the above Procurement Project. Delivery of the Goods is required *within 15 calendar days after receipt of Notice to Proceed*. Bidders should have completed, within *two years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *AMLC* and inspect the Bidding Documents at the address given below from *8:00AM to 4:30PM Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested Bidders **on appointment basis** at Gate 3, Bangko Sentral ng Pilipinas Complex, Malate, Manila 1004 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PhP5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the email address indicated below.

6. The *AMLC* will hold a **Pre-Bid Conference**¹ on *27 December 2023, 10:00 AM* at the *AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila* and/or through video conferencing or webcasting via **Zoom**, which shall be open to prospective bidders.
 - a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled pre-bid conference.
 - b. An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before *08 January 2024, 10:00 AM*. **Late bids shall not be accepted.**
 - a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled opening of bids.
 - b. Participating bidders are requested to sign over the sealed flap of the envelopes. As precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and quick evaluation on the proper sealing and marking of bid envelopes.
 - c. Bidders are advised to submit their documents at least thirty (30) minutes before the scheduled **deadline** of submission to allow time for possible queuing due to conduct of thermal scanning, and for sanitation of the bid envelope(s) and transit of the documents to the designated bidding room.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *08 January 2024, 10:01 AM* at **AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila** and/or through video conferencing or webcasting via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.
10. The *AMLC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

11. For further information, please refer to:

Froilan L. Cabarios

fcabarios@amlc.gov.ph

Telephone Number: +632 5310-3244, +632 8708-7922

Marijune F. Fabroa

mfabroa@amlc.gov.ph

Telephone Number: +632 5302-2732

Bids and Awards Committee

Anti-Money Laundering Council

Room 507, 5/F, EDPC Building, BSP Complex

A. Mabini Street, Malate, Manila

Fax Number: +632 8708-7909

www.amlc.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph / www.amlc.gov.ph

17 December 2023


ADRIAN A. ARPON
BAC Vice Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Anti-Money Laundering Council (AMLC)*, wishes to receive Bids for the *I2 Analyst Notebook Software Maintenance*, with identification number *Purchase Request No. 24-004*.

The Procurement Project (referred to herein as “Project”) is composed **1 Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2024 Maintenance and Other Operating Expenses (MOOE)* in the amount of *PHP3,983,990.60*.

2.2. The source of funding is:

NGA, the National Expenditure Program.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *two years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in: Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.2. The Bid and bid security shall be valid within the period specified in the **BDS**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time at its physical address as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB Clause	Absence of compliance or failure to comply with any of the following requirements or instructions shall be a ground for the rejection of the bid.
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>The delivery and installation of i2 iBase and i2 Analyst Notebook software with support.</i> b. completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids.
7	Subcontracting is not allowed.
10.1	<ul style="list-style-type: none"> • Compliance with the Technical Specifications must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. <p>Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, notarized deed of undertaking to comply with the specific requirements, etc., as appropriate.</p> <p>A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented, or is not cross-referenced to the evidence, shall render the Bid under evaluation liable for rejection.</p> <ul style="list-style-type: none"> • The Omnibus Sworn Statement shall be in the prescribed form and shall be accompanied by a Secretary's Certificate or Special Power of Attorney, as the case may be. Absence of the required Secretary's Certificate or Special Power of Attorney shall be considered as non-compliance with the requirements and a ground for rejection of the bid. <p>Notarization of the foregoing documents shall comply with the <i>2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC)</i>, as amended by <i>Supreme Court En Banc Resolution dated 19 February 2008</i>, particularly on the requirements on acknowledgment, jurat, affirmation or oath, and competent evidence of identity. Non-compliance with any of these requirements shall be a ground for rejection of the bid.</p>
12	The price of the Goods shall be quoted DDP <i>Room 507, 5/F, EDPC Building, BSP Complex A. Mabini Street, Malate, Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

	<p>a. The amount of not less than Php79,679.81 [Indicate the amount equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Php199,199.53 [Indicate the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</p>
14.2	The Bid and bid security shall be valid within 120 days from date of submission.
15	<p>Bidders are required to use the specific templates provided under Section IX (Bidding Forms), if applicable.</p> <p>Any alteration to the format of the prescribed forms, and/or use of substitute forms shall be considered as non-compliance with the requirements and a ground for rejection of the bid.</p>
19.3	N/A
20	<p>3rd Envelope - Post Qualification Documents</p> <p>In cases, that only Valid PhilGEPS Registration Certificate (Platinum Membership) was presented during bid submission, the following shall be required to be submitted:</p> <ol style="list-style-type: none"> Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and Current Year Mayor's Permit/municipal licenses; and Y2022 Income Tax Returns (ITR) duly filed thru Electronic Filing and Payment System (eFPS) of the BIR, as provided for under E.O. 398 or RR 3-2005 together with the Filing and Payment References. If filed manually, bidder should also submit proof of enrollment to eFPS; and Business Tax Returns (Value-Added Tax – Form 2550-Q) for the last quarter, per Revenue Regulations 3-2005.
21	<p>Additional Contract Documents:</p> <p><i>Use of Contract Documents and Information:</i></p> <p>The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>The Supplier shall not divulge or communicate to any person or use or exploit for purpose whatsoever any confidential information which may or may have</p>

	<p>come to the Supplier's knowledge by reason of or in connection with the contract and shall prevent its employees, officers, agents and consultants from so acting.</p> <p>The Supplier shall ensure that its personnel, employees and other individuals given access to the Entity's records, documents, data, or equipment shall adhere strictly to the terms of the contract.</p> <p>Any document, other than this Contract itself, shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.</p> <p>All data or information obtained, collected or received by the Supplier, in connection with the delivery of its goods or provision of its services, shall be owned exclusively by the Procuring Entity.</p>
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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

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 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> <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 Mr. Kenan Joshua S. Macaldao</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	<p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the total Contract Price, in accordance with GPPB Resolution No. 30-2017.</p> <p>The said amounts shall only be released after the lapse of one (1) year after acceptance by the Procuring Entity of the delivered Goods.</p> <p>After the lapse of the period, the Procuring Entity shall release the retention money or special bank guarantee, <i>Provided</i>, that the goods supplied are free</p>

	from patent and latent defects and all conditions imposed under the contract have been fully met.
6	Liability of Supplier

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>Submission of Proof of Entitlement indicating the inclusive dates of Subscription of Support/Maintenance</p> <hr/> <p>One Year i2 Analyst Notebook Software Maintenance and Support</p> <ul style="list-style-type: none"> • Refresher Training (To be conducted within 2nd quarter of 2024) 	1 lot	1 lot	<p><i>Within 15 calendar days</i> after receipt of Notice to Proceed</p> <hr/> <p>1 March 2024 – 29 February 2025</p>

Section VII. Technical Specifications

Product Code	Specification/Description	Statement of Compliance	Reference
E0DQTLL (13)	i2 Analysts Notebook Concurrent User Annual SW Support	Comply	Annex A: Product Datasheet
EIBASE2 (4)	i2 iBase Concurrent User Annual SW Support	Comply	Annex A: Product Datasheet
WSCVS	Basic Service Support and Refresher Training	Comply	- NA-

[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.]

Blg. 2022/17-R
(No.) 2022/17-R



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

ITO AY PATUNAY na ang **MAA GENERAL ASSURANCE PHILIPPINES, 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 ikatatumpu't isang
the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first

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

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



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

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

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

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

General Assurance Phils., Inc.
CERTIFIED TRUE COPY


ANDRES N. VILLEGAS
Bonds Manager


DENNIS B. FUNA
Insurance Commissioner

*AO No. 122 issued on
July 5, 1950

Date Issued: _____

PREMIUM	PHP	6,523.77
DST		815.47
VAT		782.85
LGT		13.05
MISC		1,500.00
TOTAL:	PHP	9,635.14



MAA General Assurance Phils., Inc.

9th, 10th & 12th Floors, Pearlbank Centre, 146 Valero Street, Salcedo Village, Makati 1200
 TEL: (+632) 8867-2452 to 55; (+632) 7751-3759 FAX: (+632) 8893-2256



DOCUMENTARY STAMP

PHP 815.50

2400015174102/27/20249:34DS110PSIC6703RDO125

G(13) 29116

MAAGAP No.: 2024-02-01372

PERFORMANCE BOND
 (For Government Project)

KNOW ALL MEN BY THESE PRESENTS:

That we, **WORKCENTRIC SOLUTIONS CONSULTING INC.** of 1901-B West Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City as Principal, and **MAA GENERAL ASSURANCE PHILS., INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto **ANTI-MONEY LAUNDERING COUNCIL** as Obligee, in the sum of **PESO: ONE MILLION ONE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED FORTY PESOS (PHP 1,186,140.00) ONLY**, Philippine Currency, CALLABLE ON DEMAND by the Obligee for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has been declared to fully and faithfully guarantee principals performance in connection with the **One (1) Year Subscription of i2 Analyst Notebook Software Maintenance**, as mentioned in **NOTICE OF AWARD (NOA)** dated **02/20/2024**, copy of which is hereto attached for reference

WHEREAS, said OBLIGEE requires Principal upon receipt of the Notice of Award to post Performance Security to guarantee the faithful performance by the winning bidder of its obligations under the Contract and in accordance with the provision of R.A. No. 9184 and its implementing rules and regulations;

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

IN WITNESS WHEREOF, we have set our hands and signed our names on **22nd** day of **February, 2024** in the City of Makati, Philippines.

WORKCENTRIC SOLUTIONS CONSULTING INC.

TIN: 226-783-026-000

(Principal)

By:

AUREO D. CASTILLO
 President

 Witness to Principal

MAA GENERAL ASSURANCE PHILS., INC.

TIN: 000-801-332-000

(Surety)

By:

CHRISTIAN HARRIS R. HERRERA
 Assistant Manager - Bonds & Surety

ATTEST:

 Witness to Surety



ACKNOWLEDGEMENT

G(13) 29116
MK-12-24-DA-000514

MAAGAP No.: 2024-02-01372

REPUBLIC OF THE PHILIPPINES
City of Makati

} S.S

BEFORE ME, a Notary Public for and in the Makati City, personally appeared the following persons, showing their respective Identification Documents, as follows:

Name	GOVERNMENT ISSUED ID	ISSUED	
		AT	ON
AUREO D. CASTILLO	TIN: 915-281-325-000		
CHRISTIAN HARRIS R. HERRERA	TIN No. 245-518-939-000	Makati City, Philippines	

All known to me and to me known to be the same persons who executed the foregoing instrument for and in behalf of the companies they represent and they acknowledged to me that the same is their corporate act and deed, consisting of only two (2) pages, including this page in which this Acknowledgment is written, duly signed by them and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND SEAL., this **26th** day of **February, 2024** at Makati City, Philippines.

WINFRED L. BAKER
Notary Public for Makati City
Appointment No. M-025
Until December 31, 2024
10th Floor Pearl Bank Centre 146
Valero St., Makati City
ROLL No. 29302

PTR No. 5473954, 01-02-24, Quezon City
IBP No. 391797, 1-3-24, Quezon City
MCLE Compliance No. VII-0014404

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SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES
City of Makati

} S.S

I, **CHRISTIAN HARRIS R. HERRERA**, authorized signatory of **MAA GENERAL ASSURANCE PHILS., INC.**, having been duly sworn, state and depose that **MAA GENERAL ASSURANCE PHILS., INC.**, is a corporation organized and existing under and by virtue of the laws of the Philippines, with its Head Office at the **MAKATI**, and is duly authorized to executed and furnish surety bonds for all purposes within said territory and jurisdiction, and that it is actually worth the amount specified in the foregoing undertaking to wit: **PESO: ONE MILLION ONE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED FORTY PESOS (PHP 1,186,140.00) ONLY**, Philippine Currency, over and above all just debts and obligations and property exempt from execution.

MAA General Assurance Phils., Inc.
TIN: 000-801-332-000

By: CHRISTIAN HARRIS R. HERRERA
Assistant Manager - Bonds & Surety

SUBSCRIBED AND SWORN to before me this **26th** day of **February, 2024** at Makati City Philippines affiant exhibiting to me his Government Issued ID and that of the Corporation above described.

WINFRED L. BAKER
Notary Public for Makati City
Appointment No. M-025
Until December 31, 2024
10th Floor Pearl Bank Centre 146

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Series of 2024



MAA General Assurance Phils., Inc.

9th, 10th & 12th Floors, Pearlbank Centre, 146 Valero Street, Salcedo Village, Makati City 1227
TEL: (+632) 8867-2452 to 55; (+632) 7751-3759 FAX: (+632) 8893-2230

INDEMNITY AGREEMENT

G(13) 29116

MAAGAP No.: 2024-02-01372

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned, **WORKCENTRIC SOLUTIONS CONSULTING INC.** of 1901-B West Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City represented by **AUREO D. CASTILLO - President** - in their Official Capacity **AUREO D. CASTILLO** in His/Her Personal Capacity, **TRINA T. CASTILLO** in His/Her Personal Capacity, Jointly and severally, bind ourselves unto the **MAA General Assurance Phils., Inc.** a corporation duly organized and existing under the laws of the Philippines, with head office at the City of Makati, Philippines, and hereinafter referred to as the CORPORATION, for and in consideration of its having become SURETY, for our accommodation, in behalf of **WORKCENTRIC SOLUTIONS CONSULTING INC.** a PERFORMANCE BOND in the amount of **PESO: ONE MILLION ONE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED FORTY PESOS (PHP 1,186,140.00) ONLY**, Philippine Currency, in favor of **ANTI-MONEY LAUNDERING COUNCIL** as attached hereto and made part hereof.

For and in consideration of the execution by the CORPORATION of the said Bond and any and all renewals, extensions, modifications, and /or substitution thereof, the undersigned jointly and severally binds itself in favor of the said CORPORATION to the following obligations:

PAYMENT OF PREMIUM: - To pay the CORPORATION the sum of **PESO: SIX THOUSAND FIVE HUNDRED TWENTY-THREE PESOS AND SEVENTY-SEVEN CENTAVOS (PHP 6,523.77) ONLY**, Philippine Currency in advance as premium only, however, the same is subject to Documentary Stamp Tax (DST), Expanded Value Added Tax (E-Vat), Local Government Tax and other charges for each period of **366** calendar days or fraction thereof, to be computed from the date until said Bond or any all renewals, extensions, modifications or substitutions thereof be cancelled in full by the person or entity in whose favor the said Bond was executed or by virtue of a final judgment of a court of competent jurisdiction.

INDEMNIFICATION: - To indemnify the CORPORATION, and keep it indemnified for, and hold and save it harmless from all damages, payments, advances, losses, costs, stamps, taxes, penalties, charges, attorney's fees, and expenses of having become surety upon the above-mentioned Bond, its renewals, extensions, modifications or substitutions, and without limiting the generality of the foregoing to pay reimburse and make good to the CORPORATION, its successors and assigns all sums of money which it shall pay or cause to be paid by virtue of said Bond, its renewals, extensions, modifications, substitutions. In no case shall the indemnity for attorney's fees be less than 25% of the amount claimed by the CORPORATION, regardless of whether the CORPORATION'S claim is satisfied through court action or settled out of court.

If the bond mentioned above is a bail bond or criminal appeal Bond, failure of the CORPORATION to send to the undersigned, notice of arraignment, hearing, trial, promulgation of judgment, reading of sentence or any kind of notice whatsoever shall not release or exempt the undersigned to make such indemnification/reimbursement to the CORPORATION. The undersigned assumed the obligation of verifying and knowing in advance from the court the place, date and time of said arraignment, hearing, etc., and see to it that the accused is present thereat.

The undersigned further covenanted and agreed that:

1. MATURITY OF OBLIGATION TO INDEMNIFY THE CORPORATION:-Indemnities due from us to the CORPORATION under this Agreement, as above set forth shall be paid by us to the CORPORATION upon receipt by the CORPORATION of any demand or claim under the above-mentioned Bond, its renewals, extensions, modifications or substitutions whether the sums demanded or claimed or part thereof have been actually paid by the CORPORATION or not. We authorize the CORPORATION to grant extensions to us, or accept in any case and at its entire discretion payment in full or in part from us of the indemnities due to the CORPORATION but no extension granted to any of us, or novation, compensations or remission made with any of us, shall extinguish our obligation to indemnify the CORPORATION, so long as all indemnities due to the CORPORATION shall not have been fully paid. It shall not be necessary for the CORPORATION to bring suit against the principal but our liability under this Agreement shall be a primary one, the same as that of the principal and shall be due and demandable upon receipt by the CORPORATION, as aforesaid, of any claim or demand arising from the bond, its renewals, extensions modification or substitutions.

2. INTEREST IN CASE OF DELAY:- In case of delay in the payment of any obligation by the undersigned, said obligation shall earn interest computed at the maximum lawful rate from the date of the delay which interest if not paid, will be liquidated and accumulated to the capital quarterly, and shall earn interest at the same rate as the capital until paid without prejudice to the right of the Corporation to demand full payment of all obligation of the undersigned.

Furthermore, undersigned undertakes to pay the CORPORATION thirty (30%) percent over and above all amounts due and demandable in the preceding paragraphs, as liquidated damages.

3. INCONTESTABILITY OF PAYMENT MADE BY THE CORPORATION:- Any payment or disbursement made by the CORPORATION on account of the above mentioned Bond, its renewals, extensions, modifications, substitutions, either in the belief that the CORPORATION was obligated to make such payment or in the belief that said payment was necessary in order to avoid greater losses or obligation for which the CORPORATION is or might be liable by virtue of the terms of the above - mentioned Bond, its renewals, extensions, modifications or substitutions shall be final and will not be disputed and is indisputable by the undersigned, who binds itself to indemnify the CORPORATION for any such payment as above stated.

4. WAIVER AS TO VENUE OF ACTION:- Any court action which may arise between the CORPORATION and the undersigned in connection with this Agreement shall be brought before a court of competent jurisdiction in the City of Makati, in exclusion of all other venues.

5. RENEWALS OF OTHER RIGHTS:-The undersigned hereby waive all the rights, payment, benefits that they have or may have under Articles 1215, 1221, 1222, 2077, 2078, 2079, 2080, and 2081 of the New Civil Code of the Philippines (R.A. 386)

changes, alterations and/or renewals of the original Bond herein referred to, and to execute or consent the execution of any and all substitution for said Bond with the same or different conditions and parties, and the undersigned hereby holds itself liable under the same terms and conditions as herein provided without the necessity of executing another indemnity agreement to the CORPORATION for the original bond hereinabove mentioned or for any all extension, continuations, increases, modifications, changes, alterations, renewals, or substitutions thereof, until the full amount including principal, interest, premium, cost and other expenses due to the CORPORATION there under is fully paid up. The undersigned hereby also waives such extensions, continuations, increases, modifications, changes or alterations, renewals, or substitutions.

7. CANCELLATION OF THE BOND BY THE CORPORATION:-The CORPORATION may at any time ask the OBLIGEE to cancel the above-mentioned Bond, its renewals, extensions, modifications or substitutions subject to any liability which might have accrued prior to the date of cancellation, refunding the proportionate amount of the premium unearned on the date of cancellation.

8. SEVERABILITY OF PROVISIONS:- It is hereby agreed that should any provision/s of this agreement be declared by competent public authority to be invalid or otherwise unenforceable all remaining provisions herein contained shall remain in full force and effect.

9. NOTIFICATION:- The undersigned hereby acknowledge due notice that the CORPORATION has accepted this Undertaking executed by them in favor of the CORPORATION.

10. To secure the provisions of this indemnity agreement, the undersigned shall upon demand of the CORPORATION, furnish collaterals/securities in favor of the CORPORATION. The determination of the required value, nature, and form of the collaterals/securities shall be upon mutual agreement between the CORPORATION and the undersigned, with final approval of the CORPORATION. For this purpose the undersigned binds itself to execute the necessary documents and pay in advance the expenses of the preparation and proper registration thereof.

DONE at City of Makati Philippines, this _____ day of _____

FEB 26 2024

WORKCENTRIC SOLUTIONS CONSULTING INC.

By: 
AUREO D. CASTILLO
 President
 Official Capacity

By: 
AUREO D. CASTILLO
 Personal Capacity


TRINA T. CASTILLO
 Personal Capacity

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES }
 City of Makati } S.S


In the City of Makati, Philippines this _____ day of **FEB 26 2024**, personally appeared before me:

Name	GOVERNMENT ISSUED ID	ISSUED	
		AT	ON
AUREO D. CASTILLO	TIN: 915-281-325-000		
AUREO D. CASTILLO	TIN: 915-281-325-000		
TRINA T. CASTILLO	TIN: 205-182-906-000		

to me known to be the same persons who signed and executed the foregoing instrument and acknowledge before me that the same is their own voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

Doc. No. 409
 Page No. 83
 Book No. VIII
 Series of 2024


WINFRED L. BAKER
 Notary Public for Makati City
 Appointment No. M-025
 Until December 31, 2024
 10th Floor Pearl Bank Centre 146
 Valero St., Makati City



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

SECRETARIAT

20 February 2024

Mr. Aureo D. Castillo
Managing Director
Workcentric Solutions Consulting, Inc.
Unit 1901B West Tower Building, PSE Exchange Road
Ortigas Center, Pasig City, 1605 Philippines

Dear Mr. Castillo:

Subject: Notice of Award (NOA)

We are pleased to notify you that your bid for the One (1) Year Subscription of i2 Analyst Notebook Software Maintenance in the amount of Three Million Nine Hundred Fifty-Three Thousand and Eight Hundred Pesos (PHP3,953,800.00), inclusive of all costs and applicable taxes, has been accepted pursuant to AMLC-BAC Resolution No. 24-06, series of 2024.

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.

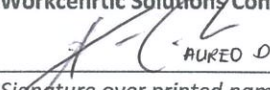
Thank you for your kind attention.

Very truly yours,


EMMETT RODION O. MANANTAN
Officer-in-Charge

Conforme:

Workcentric Solutions Consulting, Inc.


AUREO D. CASTILLO
Signature over printed name of Authorized Representative
Date: 02/20/2024