

Contract / Agreement Form

THIS AGREEMENT made on 10 February 2021 between the **ANTI-MONEY LAUNDERING COUNCIL** of the Philippines (hereinafter called "the Entity") of the one part and **FIBERCOM TELECOM PHILS., INC.** of Unit 2606-A West Tower Philippine Stock Exchange Centre Exchange Road Ortigas Center (hereinafter called "the Supplier") of the other part:


WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., PR No. 21-003: *Subscription, Software Maintenance and Support of Penetration Testing Tool (Metasploit)* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *One Million One Hundred Four Thousand One Hundred Forty-Seven Pesos and Ninety Centavos (PhP1,104,147.90)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.


IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


MEL GEORGIE B. RACELA
Authorized Representative of the Entity


MA. CARMELA B. SANTOS
Authorized Representative of the Supplier

WITNESSES:


GERALD M. GARCÉS
Witness


DRANETS D. CASTILLO
Witness

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

ACKNOWLEDGMENT

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

Mel Georgie B. Racela	Government-Issued ID/No. BSP ID 94718	Date/Place of Issue
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Ma. Carmela B. Santos	Government-Issued ID/No.	Date/Place of Issue
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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 **PR21-003: Subscription, Software Maintenance and Support of Penetration Testing Tool (Metasploit)**, consisting of two (2) pages, including this page where this Acknowledgment is written, was duly signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL on **FEB 10 2021** at **CITY OF MANILA**, Philippines.

Doc. No. [32K]
Page No. [60]
Book No. [Y]
Series of 202__

NOTARY PUBLIC

ATTY. CLIFF RICHARD E. GENESELA
NOTARY PUBLIC CITY OF MANILA / ROLL NO. 49006
Commission No. 2020-111 Issued on Dec. 10, 2020 Until Dec. 31, 2021 Manila
PTR No. 8817300 Issued on Jan. 4, 2021 Until Dec. 31, 2021 Manila
IBP No. 134849 Issued on Dec. 14, 2020 Until Dec. 31, 2021
MCLE No. VI-0022302 Valid from April 4, 2019 Until April 14, 2022
Office Add: Mezzanin San Luis Bldg., 1006 Orosa St., Ermita, Manila

