

Contract for the Procurement of One (1) Lot Data Mining System Annual Maintenance

THIS AGREEMENT made the _____ day of _____ 2021 between the **ANTI-MONEY LAUNDERING COUNCIL of the Philippines** (hereinafter called "the Entity") of the one part and **NERA (PHILIPPINES), INC.-SECUR LINKS NETWORK AND TECHNOLOGIES INC. (Joint Venture)** of 26/F Circuit Corporate Center One, A.P. Reyes Ave., Brgy. Carmona, Makati City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, particularly, **PR21-047: One (1) Lot Data Mining System Annual Maintenance** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Nine Million Seven Hundred Twenty-Nine Thousand and Eight Hundred Eight Philippine Pesos (PhP 9,729,808.00)** (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 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 **Nine Million Seven Hundred Twenty-Nine thousand and Eight Hundred Eight Philippine Pesos (PhP 9,729,808.00)** or such other sums as may be ascertained, the Supplier agrees to deliver **One (1) Lot Data Mining System Annual Maintenance** in accordance with its Bid.

- The Entity 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.



MEL GEORGIE B. RACELA

Authorized Representative of the Entity



FRANCISCO S. BAYBAY

Authorized Representative of the Supplier

WITNESSES:

Witness

Witness


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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in MAKATI CITY, Philippines, personally appeared the following persons:

	Government-Issued ID/No.	Date/Place of Issue
<u>Francisco S. Baybay</u>	Phil Passport: P6142691A	2/22/2018; DFA NCR Central
<u>Mel Georgie B. Racela</u>	BSP ID 94718	

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 signature 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 **PR21-047: One (1) Lot Data Mining System Annual 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 OCT 08 2021 at MAKATI CITY, Philippines.

Doc. No. [07];
Page No. [03];
Book No. [27];
Series of 2021.

NOTARY PUBLIC

ATTY. JOSHUA P. LAPUZ
Notary Public Makati City
Until-Dec. 31, 2021
Appointment No. M-66-(2020-2021)
PTR No. 8531012 Jan. 4, 2021 / Makati
IBP Lifetime No. 04897 Roll No. 45790
MCLE Compliance No. VI-0016565
G/F Fedman Bldg., 199 Salcedo St.
Legaspi Viliage, Makati City

Financial Bid Form

Date: September 8, 2021
Purchase Request No.: 21-047

To: **BIDS AND AWARDS COMMITTEE**
Anti-Money Laundering Council
Room 507, 5/F, EDPC Building, BSP Complex
Malate, Manila

Gentlemen:

Having examined the Bidding Documents (including Bid Bulletin), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver Data Mining System Annual Maintenance in conformity with the said Bidding Documents for the sum of Nine Million Seven Hundred Twenty Nine Thousand Eight Hundred Eight Pesos [total bid amount in words] (**PHP9,729,808.00**) [total bid amount in figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per ITB Clause 18.2 of the Bidding Documents.

We likewise certify/confirm that the undersigned, as the owner and sole proprietor or authorized representative of NERA-SECUR LINKS JV [Name of Bidder], has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the [Data Mining System Annual Maintenance] of the Anti-Money Laundering Council.

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.

Dated this 8th day of September 2021.


FRANCIS S. BAYBAY
[signature]

Senior Business Manager/ Authorized Representative
[in the capacity of]

Duly authorized to sign Bid for and on behalf of NERA-SECUR LINKS JV

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

Name of Bidder NERA - SECUR LINKS JV
Purchase Request No. [21-047]

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Data Mining System Annual Maintenance	Philippines	1	Php 9,729,808.00	Php 0.00	Php 0.00	Php 0.00	Php 9,729,808.00	Php 9,729,808.00

Handwritten signature

FRANCISCO S. BAYBAY
signature **SEP 08 2021**

Duly authorized to sign Bid for and on behalf of

Senior Business Manager/ Bidder's Authorized Representative
[in the capacity of]
NERA-SECUR LINKS JV

Handwritten mark

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	Installation of SID file for Data Mining System; and Submission of Proof of Entitlement for SUSE Linux Enterprise Server			<i>Within 30 calendar days after receipt of Notice to Proceed</i>
2	<i>Actual coverage of the Data Mining System Maintenance</i>			<i>20 October 2021 to 19 October 2022</i>

Handwritten mark

Handwritten mark

Section VII. Technical Specifications

Item	Specification	Statement of Compliance	Reference
1	<p>Data Mining System – SAS Fraud Framework Suite (SFF) licenses includes:</p> <ul style="list-style-type: none"> o Base SAS o Credit Scoring for SAS Enterprise Miner o SAS Platform Suite o SAS Data Management Quality Knowledge Base Locale, English and Philippines o SAS Data Management Contextual Extraction Pack for English o SAS Data Management Standard Server o SAS Data Quality Server o SAS Data Quality Standard, including SAS Integration Technologies o SAS Enterprise BI Server o SAS Enterprise Guide o SAS Enterprise Miner Server o SAS Financial Crimes Monitor Server o SAS Forecast Server <ul style="list-style-type: none"> o SAS LASR Analytic Server Access Tools o SAS Metadata Bridge for Microsoft Excel o SAS Metadata Bridge for Oracle o SAS Metadata Bridge for General Industry Standards o SAS Metadata Server o SAS Model Manager Server o SAS Social Network Analysis Server o SAS Text Miner Server <ul style="list-style-type: none"> o SAS Visual Analytics Administration and Reporting o SAS Visual Analytics LASR Server Non-Distributed o SAS/Access Interface to Oracle o SAS/Access Interface to PostgreSQL o SAS/ETS o SAS/OR o SAS/QC o SAS/SHARE o SAS/STAT 	COMPLY	<p>NERA-SECUR LINKS JV will provide Data Mining System – SAS Fraud Framework Suite (SFF) licenses includes:</p> <ul style="list-style-type: none"> o Base SAS o Credit Scoring for SAS Enterprise Miner o SAS Platform Suite o SAS Data Management Quality Knowledge Base Locale, English and Philippines o SAS Data Management Contextual Extraction Pack for English o SAS Data Management Standard Server o SAS Data Quality Server o SAS Data Quality Standard, including SAS Integration Technologies o SAS Enterprise BI Server o SAS Enterprise Guide o SAS Enterprise Miner Server o SAS Financial Crimes Monitor Server o SAS Forecast Server <ul style="list-style-type: none"> o SAS LASR Analytic Server Access Tools o SAS Metadata Bridge for Microsoft Excel o SAS Metadata Bridge for Oracle o SAS Metadata Bridge for General Industry Standards o SAS Metadata Server o SAS Model Manager Server o SAS Social Network Analysis Server o SAS Text Miner Server <ul style="list-style-type: none"> o SAS Visual Analytics Administration and Reporting o SAS Visual Analytics LASR Server Non-Distributed o SAS/Access Interface to Oracle o SAS/Access Interface to PostgreSQL o SAS/ETS o SAS/OR o SAS/QC o SAS/SHARE o SAS/STAT

4

	<ul style="list-style-type: none"> ○ SAS Data Management Studio (for 5PCs) ○ SAS Fraud Framework Analysis Personal Client (for 20PCs) <p>SAS Text Analytics Language Support</p>	<i>comply</i>	<p>SAS Data Management Studio (for 5PCs) SAS Fraud Framework Analysis Personal Client (for 20 PCs) SAS Text Analytics Language Support</p> <p>Please see Bill of Materials</p>
2	<p>SUSE Linux Enterprise Server license for 2 SOCKETS/PowerEdge R730xd Server with VMs (2 units) 20 October 2021 to 19 October 2022</p> <p>In reference with Bid bulletin no. 2 Amendment No. 1</p>	COMPLY	<p>NERA-SECUR LINKS JV will provide SUSE Linux Enterprise Server license for 2 SOCKETS/PowerEdge R730xd Server with VMs (2 units) 20 October 2021 to 19 October 2022</p> <p>Please see Bill of Materials</p>
Other requirements			
3	<p>Coverage: One (1) year Data Mining System Maintenance - 20 October 2021 to 19 October 2022</p>	COMPLY	<p>NERA-SECUR LINKS JV will provide Coverage: One (1) year Data Mining System Maintenance – 20 October 2021 to 19 October 2022</p> <p>Please see Bill of Materials</p>
4	<p>Must be able to provide 24/7 on-site/off-site technical support through email, telephone, or online assistance on the SAS software.</p> <p>In reference with Bid bulletin No. 2 Amendment No. 2</p>	COMPLY	<p>NERA-SECUR LINKS JV will provide off-site technical support through email, telephone, or online assistance on the SAS software. Please refer with the attached 24X7 Helpdesk document.</p>
5	<p>The supplier must be locally operating for at least 15 Years in the IT Industry</p> <p>In reference with Bid bulletin No. 2 Amendment No. 3</p>	COMPLY	<p>NERA-SECUR LINKS JV will comply. Please refer with the attached Company Profile.</p>

Francisco S. Baybay
FRANCISCO S. BAYBAY
 Authorized Representative
 Signature

Senior Business Manager/ Bidder's
 in the capacity of

Duly authorized to sign Bid for and behalf of

NERA-SECUR LINKS JV

September 8, 2021

8

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.

Handwritten signature

Handwritten mark

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>"The delivery terms applicable to this Contract are delivered at Rm 507, 5/F, EDPC Building, BSP Complex A. Mabini Street, Malate, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Raymond R. Cruz.</p> <p>Incidental Services:</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in the Schedule of Requirements:</p>

Handwritten mark

Handwritten mark

	<p>a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>b. provide system updates and technical assistance as may be required; and</p> <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	<p>Inspection and Tests</p> <p>The inspections and tests that will be conducted:</p> <p><i>Inspection of Certificate of Entitlement</i></p>
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, Provided, that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.</p>
6	Liability of Supplier

Handwritten signature

Handwritten mark



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDS AND AWARDS COMMITTEE

BID BULLETIN No. 1

Project Title : PR21-047: 1 Lot *Data Mining System Annual Maintenance*
Date : 25 August 2021

The AMLC Bids and Awards Committee hereby issues this Bid Bulletin relative to the procurement for PR21-047: 1 Lot *Data Mining System Annual Maintenance*:

Document	Amendment
<p>Bidding Document</p> <p>Section I. Invitation to Bid –</p> <p>6. The AMLC will hold a Pre-Bid Conference on 31 August 2021, 10:30AM at the AMLC Conference Room, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini St., Malate, Manila and/or through videoconferencing or webcasting via Zoom, which shall be open to prospective bidders.</p> <p>a. The following Zoom Meeting invitation link, meeting ID and passcode shall be used to join in the Pre-Bid Conference:</p> <p>Link: https://us02web.zoom.us/j/84755570656?pwd=cyt5VXBudC9rck92WU40RDd4cHNuQT09</p> <p>Meeting ID: 847 5557 0656 Passcode: 527606</p>	<p>Bidding Document</p> <p>Section I. Invitation to Bid –</p> <p>6. The AMLC will hold a Pre-Bid Conference on 31 August 2021, 1:30PM at the AMLC Conference Room, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini St., Malate, Manila and/or through videoconferencing or webcasting via Zoom, which shall be open to prospective bidders.</p> <p>a. The following Zoom Meeting invitation link, meeting ID and passcode shall be used to join in the Pre-Bid Conference:</p> <p>Link: https://us02web.zoom.us/j/81560071295?pwd=aVFzZHdua3dLM1h6djFVTUZ5aDRHQ09</p> <p>Meeting ID: 815 6007 1295 Passcode: 651064</p>

This Bid Bulletin shall form an integral part of the Bid Documents.

Digitally signed by Santos-Mendoza Ma. Rhea Marcella

MA. RHEA M. SANTOS-MENDOZA
Chairperson

Room 507, 5/F EDPC Building, Bangko Sentral ng Pilipinas Complex, Malate, Manila, Philippines
File/Ref. No. AMLCS-BAC-21-____
• www.amlc.gov.ph • secretariat@amlc.gov.ph



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDS AND AWARDS COMMITTEE

BID BULLETIN No. 2

Project Title : PR21-047: 1 Lot *Data Mining System Annual Maintenance*
 Date: : 31 August 2021

In response to the request for clarification from NERA (Philippines) Incorporated-Secur Links Network and Technologies Incorporated (Joint Venture) during the Pre-Bid Conference held on 31 August 2021, the Bids and Awards Committee resolved to issue this Bid Bulletin amending the Technical Specifications for PR21-047: 1 Lot *Data Mining System Annual Maintenance*:

Issue	Clarification/Amendment
<p>Bidding Document</p> <p>Section VII. Technical Specifications -</p> <p><u>Issue No. 1:</u></p> <p>Item 2 - <i>SUSE Linux Enterprise Server for 2 SOCKETS/PowerEdge R730xd Server with VMs (2 units) Maintenance - 20 October 2021 to 19 October 2022</i></p> <p>NERA-Secur Links (JV) raised the question on whether the requirement applied to:</p> <ul style="list-style-type: none"> • the license only; or • the actual server where the license shall be installed. <p><u>Issue No. 2:</u></p> <p>Item 4 - <i>Provision of off-site support through e-mail, telephone, or online assistance</i></p>	<p>Bidding Document</p> <p>Section VII. Technical Specifications -</p> <p><u>Clarification No. 1</u></p> <p>The end user clarified that the item pertains to the SUSE Linux Enterprise Server <i>license</i>.</p> <p><u>Amendment No. 1</u></p> <p>Item 2 - <i>SUSE Linux Enterprise Server license for 2 SOCKETS/PowerEdge R730xd Server with VMs (2 units) - 20 October 2021 to 19 October 2022</i></p> <p><u>Clarification No. 2</u></p> <p>The end user confirmed that Items 4 and 5 both refer to the provision of support for the SAS software, and proposed unifying both requirements under the following formulation:</p>

File/Ref. No. AMLCS-BAC-21-___

Room 507, 5/F EDPC Building, Bangko Sentral ng Pilipinas Complex, Malate, Manila, Philippines
 • www.amlc.gov.ph • secretariat@amlc.gov.ph

<p>Item 5 - <i>Must be able to provide 24/7 technical support on the SAS software</i></p> <p>NERA-Secur Links (JV) requested clarification on whether Items 4 and 5 of the Technical Specifications both pertain to support for the SAS software, and if both items could be unified.</p>	<p><u>Amendment No. 2</u></p> <p>Item 4 – <i>Must be able to provide 24/7 on-site/off-site technical support through email, telephone, or online assistance on the SAS software</i></p> <p>Item 6 in the Technical Specifications is re-numbered accordingly, thus:</p> <p><u>Amendment No. 3</u></p> <p>Item 5 – The supplier must be locally operating for at least 15 years in the IT industry</p>
---	---

This Bid Bulletin shall form an integral part of the Bid Documents.


MA. RHEA M. SANTOS-MENDOZA
Chairperson

SECRETARY'S CERTIFICATE

I, **RODERICK R.C. SALAZAR III**, of legal age, Filipino, with office address at the 23rd Floor Multinational Bancorporation Centre, 6805 Ayala Avenue, Makati City, do hereby certify that:

1. I am the incumbent and duly designated Corporate Secretary of **NERA (PHILIPPINES), INC.** (the "Corporation"), a corporation organized and existing under Philippine law, with principal office at the 26th Floor Circuit Corporate Center 1, A.P. Reyes Avenue, Brgy. Carmona, Makati City.
2. As Corporate Secretary, I am the custodian of the corporate books and records, including the Minutes of the Meetings and Resolutions of the Board of Directors.
3. At the Special Meeting of the Board of Directors of the Corporation held on July 28, 2021, the following resolutions were unanimously approved and adopted:

"RESOLVED, that the Board of Directors of **NERA (PHILIPPINES), INC.** (the 'Corporation') authorize, as it hereby does, Mr. Francisco S. Baybay ('Mr. Baybay'), Senior Business Manager & Head for Government Projects, whose signature and initials appear 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 the Data Mining System Annual Maintenance Project (the 'Project') of the Anti-Money Laundering Council, under such terms and conditions as Mr. Baybay may deem to be in the best interest of the Corporation:

[Handwritten signature]

NAME	SIGNATURE OF AUTHORIZED REPRESENTATIVE	INITIALS OF AUTHORIZED REPRESENTATIVE
FRANCISCO S. BAYBAY	<u><i>[Signature]</i></u>	<u><i>[Initials]</i></u>

4. 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.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of July 2021 in Makati City.

[Signature]
RODERICK R.C. SALAZAR III
 Corporate Secretary

SUBSCRIBED AND SWORN to before me this 30th day of July 2021, affiant personally known to me and exhibiting to me his Tax Identification No. (TIN) 116-284-080.

Doc. No. 203;
 Date No. 16

[Signature]
KEVIN REN S. GANCHERO
 Notary Public of Makati

[Handwritten mark]

2

Sup

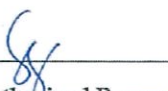
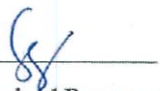


Sup

SECRETARY'S CERTIFICATE

I, CHRISTINE P. BASE, of legal age and with office address at the 8th Floor Chatham House Building, Valero corner V.A. Rufino Sts., Salcedo Village, Makati City, after being duly sworn in accordance with law, hereby depose and state that:

1. I am the duly elected Corporate Secretary of SECUR LINKS NETWORK AND TECHNOLOGIES, INC. (the "Corporation"), a domestic Corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at No. 15, Km. 16 Severina Industrial Subd., Parañaque 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. 2021-03-16 dated June 7, 2021 authorizing Ms. Brigette Soriano, 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 Data Mining System Annual Maintenance of the Anti-Money Laundering Council:



 Signature of Authorized Representative Initial of Authorized Representative

4. 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.

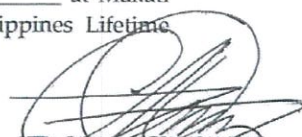
IN WITNESS WHEREOF, I have hereunto set my hand this JUL 28 2021 at Makati City, Philippines.


 CHRISTINE P. BASE
 Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUL 28 2021 at Makati City, Philippines, affiant exhibiting to me her Integrated Bar of the Philippines Lifetime Member ID with No. 08661, Albay Chapter.

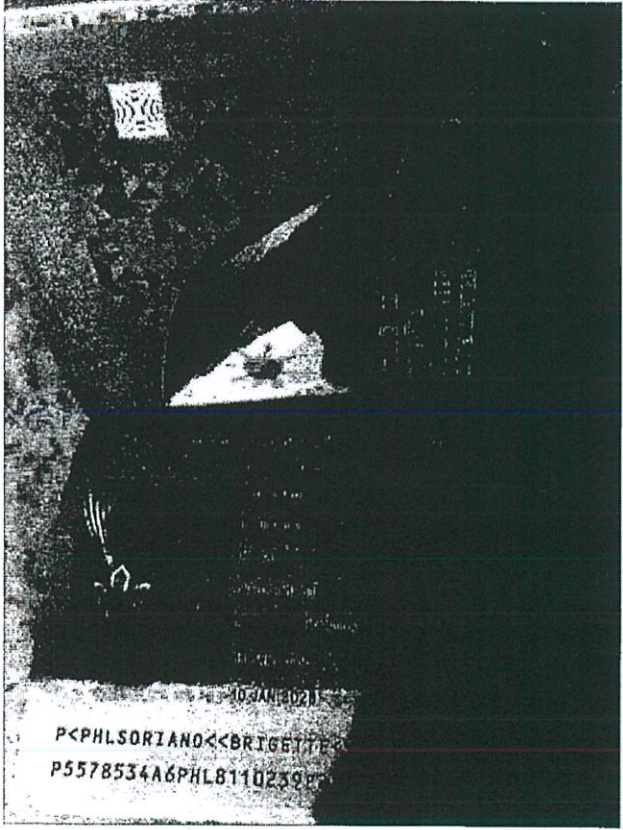
Doc No. 378;
 Page No. 24;
 Book No. XXX;
 Series of 2021.




 ATTY. CARLO ARTEMUS V. DIAZ
 Notary Public for the City of Makati / Appointment No.: M-187
 [Valid Until December 31, 2022]
 2/F ACT Tower, 135 H.V. Dela Costa St.,
 Salcedo Village, Makati City, 1227
 Roll No.: 65662 / IBP Lifetime No.: 014850 / Manila I
 VCLE Compliance No.: VI-0017275 / January 24, 2019
 PTR No.: 8535065 / Makati City / January 5, 2021

8

Ymg



81

81

10 JAN 2021
P<PHLSORIANO<<BRIGETTE
P5578534A6PHL81102398