

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

THIS AGREEMENT made on _____ 2020 between the **ANTI-MONEY LAUNDERING COUNCIL** of the Philippines (hereinafter called "the Entity") of the one part and **NERA-SECUR LINKS JV** of 26F Circuit Corporate Center 1 A.P. Reyes Avenue, Brgy. Carmona, Makati City (hereinafter called "the Supplier") of the other part:


WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **PR20-015: 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 **Eight Million Eighteen Thousand Eight Hundred Nineteen Pesos (PHP8,018,819.00)** (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 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


FRANCISCO S. BAYBAY
Authorized Representative of the Supplier

WITNESSES:


Witness

Witness

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF **MAKATI CITY**

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>	<u>DLN11-111-75-010540</u>	<u>4/2/2017 - LTO Pasig</u>
<u>Mel Georgie B. Racela</u>	<u>BSP ID 94718</u>	

who were identified by me, through competent evidence of identity, to be the same persons described in the foregoing instrument, who acknowledged before me that their 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 **PR20-015: 1 Lot Data Mining System Annual Maintenance**, 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 **AUG 07 2020** at **MAKATI CITY**, Philippines.

NOTARY PUBLIC

ATTY. JOSHUA P. LAPUZ

Notary Public Makati City
Until Dec. 31, 2021

Appointment No. M-66-(2020-2021)
PTR No. 8116016 Jan. 2, 2020/Makati
IBP Lifetime No. 04897 Roll No. 45790
MCLE Compliance No. VI-0016565
G/F Fedman Bldg., 199 Salcedo St.
Legaspi Village, Makati City

Doc. No. [**273**
Page No. []; **56**
Book No. []; **141**
Series of 2020.