

Contract for the Procurement of Cybersecurity Annual Maintenance

THIS AGREEMENT made on 22 June 2020 between *the ANTI-MONEY LAUNDERING COUNCIL* of the Philippines (hereinafter called "the Entity") of the one part and *NEXUS TECHNOLOGIES, INC.* of *1010 Metropolitan & Kamagong St., San Antonio, Makati City* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *PR20-03: Cybersecurity Annual Maintenance* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Two Million Pesos (PHP2,000,000.00)* (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.

Authorized Representative of the Entity

Authorized Representative of the Supplier


MEL GEORGIE B. RACELA


ANNA PATRICIA R. MENDOZA

WITNESSES

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 with their respective competent evidence of identity:

Anna Patricia R. Mendoza	Government-Issued ID/No. Driver's License No. C07-11-000085	Date/Place of Issue _____
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This instrument, referring to the CONTRACT / AGREEMENT for **PR20-03: Cybersecurity 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.

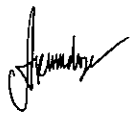
WITNESS MY HAND AND SEAL on JUN 22 2020 at MAKATI CITY Philippines.

NOTARY PUBLIC

Doc. No. [62];
Page No. [4];
Book No. [138];
Series of 2020.

FELIPE I. MEDAN JR.
Notary Public for and in Makati City
Until Dec. 31, 2020, Appt. No. M-02
Roli No. 27625, TIN 136897808
Rm. 412, 4th Flr. VGP Center, Ayala, Makati City
2019 PTR No. Mia 8009506 12/18/2018
IBP No. 1046422; 8/5/2016
MCLE Comp. VI-0012066, 9/11/2018

MA 9067886 12/9/2019/M.E



PHILIPPINES)
CITY/MUNICIPALITY OF Manila) S.S.

ACKNOWLEDGMENT

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

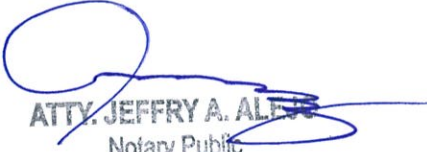
	Government-Issued ID/No.	Date/Place of Issue
Mel Georgie B. Racela	BSP ID 94718	_____

This instrument, referring to the CONTRACT / AGREEMENT for **PR20-03: Cybersecurity 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 23 JUN 2020 at Manila, Philippines.

NOTARY PUBLIC

Doc. No. [76];
Page No. [16];
Book No. [1];
Series of 2020.


ATTY. JEFFRY A. ALESS
Notary Public
Commission No. 2020-20
Until 31 December 2021
IBP No. 112681 / 10 January 2020
PTR No. 9220216 / 28 January 2020
Bangko Sentral ng Pilipinas, Malate, Manila
Roll of Attorneys No. 66665



Financial Bid Form

Date: 15 June 2020
Invitation to Bid No.: 6899954

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 the Cybersecurity Annual Maintenance* in conformity with the said Bidding Documents for the sum of **Two Million Pesos (PHP2,000,000.00)** 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 Error! Reference source not found.** 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.

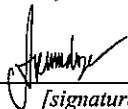
We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, as the owner and sole proprietor or authorized representative of Nexus Technologies, 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 *Cybersecurity 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 15th day of June 2020.



[signature]

ANNA PATRICIA MENDOZA, Premier Account Manager
[in the capacity of]

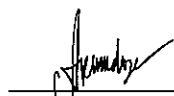
Duly authorized to sign Bid for and on behalf of Nexus Technologies, Inc.

Schedule of Prices
(For Services)

Name of Bidder Nexus Technologies, Inc.
Purchase Request No. PR20-03

Item	Specification	Cost* (Inclusive of Value-Added Tax and Other Incidental Expenses)
1	1 MFE Adv Threat Def 3000 Stand 1yrBZ+RMA	PHP2,000,000.00
2	186 MFE CompleteDataPrtn Adv 1yr BZ [P+]	
3	204 MFE Complete EP Threat Protect 1YrBZ[P+]	
4	18 MFE Cloud Workload Sec Bsic 1YrBZ[P+]	
5	30 MFE Cloud Workload Sec Ess 1YrBZ[P+]	
6	1 650W AC power supply 1YR RMA	
7	1 MFE Network Sec Manager 1Yr BZ	
8	1 MFE Net Sec IPS-NS5100 Appl 1Yr BZ+ARMA	
9	1 Active FailOpen Chassis 1YR RMA	
10	234 MFE Threat Intelligence Exchange 1Yr BZ [P+]	
11	186 MFE Web Protection Suite 1:1 BZ	
12	120 SYMC Messaging Gateway 10.6 Per User Sub Lic Express Band D Essential 12 Months	
13	1-Year Local Standard Technical Support, which shall include unlimited phone and e-mail support during normal business hours within 4-hour response time, Monday to Friday, 8:00am to 5:00pm, excluding holidays	
14	Quarterly security evaluation on the policies and configuration of the systems deployed	
15	The supplier must provide at least thirty (30) calendar days grace period for license renewal	
TOTAL BID PRICE		PhP2,000,000.00

*Merge for 1 Lot

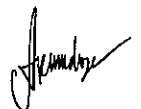

[signature]

Anna Patricia Mendoza, Premier Account Manager
[in the capacity of]

Duly authorized to sign Bid for and on behalf of Nexus Technologies, Inc.

Schedule of Requirements

Item Number	Deliverables/Milestones	Quantity	Total	Schedule
1	Certificate / Proof of Entitlement for <i>Cybersecurity Annual Maintenance</i>	1 Lot	1 Lot	<i>Within 15 calendar days after receipt of Notice to Proceed</i>
2	Actual coverage of the <i>Cybersecurity Annual Maintenance</i> contract			26 June 2020 – 25 June 2021
3	1-Year Local Standard Technical Support			26 June 2020 – 25 June 2021
4	Quarterly security evaluation on the policies and configuration of the systems deployed			<i>First weeks of September 2020, December 2020, March 2021, June 2021</i>



Technical Specifications

1-Year (Coverage: 26 June 2020 – 25 June 2021) Cybersecurity Annual Maintenance:

Item	Specification	Statement of Compliance*
1	1 MFE Adv Threat Def 3000 Stand 1yrBZ+RMA	Comply
2	186 MFE CompleteDataPrtn Adv 1yr BZ [P+]	Comply
3	204 MFE Complete EP Threat Protect 1YrBZ[P+]	Comply
4	18 MFE Cloud Workload Sec Bsic 1YrBZ[P+]	Comply
5	30 MFE Cloud Workload Sec Ess 1YrBZ[P+]	Comply
6	1 650W AC power supply 1YR RMA	Comply
7	1 MFE Network Sec Manager 1Yr BZ	Comply
8	1 MFE Net Sec IPS-NS5100 Appl 1Yr BZ+ARMA	Comply
9	1 Active FailOpen Chassis 1YR RMA	Comply
10	234 MFE Threat Intelligence Exchange 1Yr BZ [P+]	Comply
11	186 MFE Web Protection Suite 1:1 BZ	Comply
12	120 SYMC Messaging Gateway 10.6 Per User Sub Lic Express Band D Essential 12 Months	Comply
Other Requirements		
13	1-Year Local Standard Technical Support, which shall include unlimited phone and e-mail support during normal business hours within 4-hour response time, Monday to Friday, 8:00am to 5:00pm, excluding holidays	Comply
14	Quarterly security evaluation on the policies and configuration of the systems deployed	Comply
15	The supplier must provide at least thirty (30) calendar days grace period for license renewal	Comply

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 shall render the Bid under evaluation liable for rejection. A statement either in the Bidders 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 provisions of ITB Clause Error! Reference source not found. and/or GCC Clause 2.1(a)(ii).



General Conditions of the Contract

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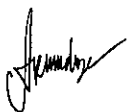
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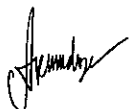
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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

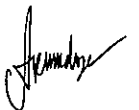


- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an



administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

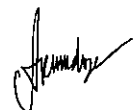
4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the



SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in **Error! Reference source not found.**
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

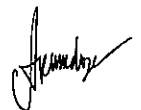
- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.



- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the Executive Director of the AMLC no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the Executive Director of the AMLC, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the Executive Director of the AMLC or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent



amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

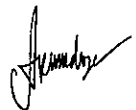
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause **Error! Reference source not found.**
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.



13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. 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.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 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.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the **Error! Reference source not found.**; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and **Error! Reference source not found.** 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.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

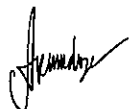
16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.



- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.



18. Delays in the Supplier's Performance


- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in **Error! Reference source not found.**
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be



settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

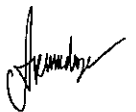
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.



23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

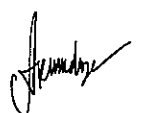
23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.



- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

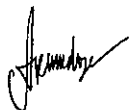
- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause **Error! Reference source not found.**;
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;



- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.



28. Assignment of Rights

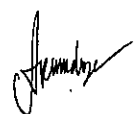
The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name, possibly "J. K. [unclear]".

Special Conditions of the Contract

GCC Clause	In cases of conflict between the provisions of the GCC and the SCC, the SCC requirement shall always prevail.
1.1(g)	The Procuring Entity is <i>Anti-Money Laundering Council</i> .
1.1(i)	The Supplier is <i>Nexus Technologies, Inc.</i>
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through <i>General Appropriations Act of 2020, Maintenance and Other Operating Expenses (MOOE) Fund</i> in the amount of PHP 2,000,000.00 .
1.1(k)	The Project Site is <i>Anti-Money Laundering Council, Room 507, 5/F, EDPC Building, BSP Complex, Malate, Manila</i> .
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="text-align: center;"><i>Bids and Awards Committee Anti-Money Laundering Council Room 507, 5/F, EDPC Building, BSP Complex Malate, Manila Telephone Number: +632 5310-3244, +632 8708-7922 Fax Number: +632 8708-7909</i></p> <p>The Supplier's address for Notices is:</p> <p style="text-align: center;"><i>Nexus Technologies, Inc. 1010 Metropolitan Avenue, San Antonio, Makati City 1203 Philippines Telephone Number: +632 8555 2400</i></p>
6.2	Incidental Services – Please refer to Technical Specifications.
8	The Entity shall not be responsible for loss, accident, damage, or injury suffered by the Supplier, its employees or any person associated with the Supplier arising in or out of the execution of the contract.
10.1	Five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC 17.3, in accordance with GPPB Resolution No. 30-2017.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
14.1	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 come to the Supplier's knowledge by reason of or in



	<p>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>
14.2	The Supplier agrees that all data or information obtained, collected or received by the Supplier, in connection with the provision of its services, shall be owned exclusively by the Entity.
16.1	Inspection of Certificate / Proof of Entitlement for <i>Cybersecurity Annual Maintenance</i> .
17.3	<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.</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 from patent and latent defects and all conditions imposed under the contract have been fully met.</p>
17.4	<p>The period of correction of defects shall be:</p> <p>For simple corrections/repairs:</p> <p>A. Response time: Within twenty-four (24) hours from notice of the Procuring Entity to the Supplier of the defect</p> <p>B. Repair time: Within one (1) business day</p> <p>For complex corrections/repairs:</p> <p>A. Response time: Within twenty-four (24) hours from notice of the Procuring Entity to the Supplier of the defect</p> <p>B. Repair time: Within three (3) business days</p> <p>The Procuring Entity may extend the period to correct defects upon reasonable grounds presented by the Supplier.</p>
21.1	No additional provision.
30	The failure of either Party to enforce any provision of the contract shall not be constructed as a waiver or limitation of the Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

FREE ACCOUNT ONLY

ACCOUNT No. **007-173-99997-2**

NEGOTIABLE ONLY WITHIN SIX (6) MONTHS FROM DATE OF ISSUE. AFTER SAID PERIOD, REFER TO ISSUING BRANCH.



CHECK No. **1730019447**

BRSTN **01026 0982**

1730019447

PAY TO THE

ORDER OF

ANTI-MONEY LAUNDERING COUNCIL
ONE HUNDRED THOUSAND *****100,000.00

DATE June 22, 2020
P *****100,000.00

PESOS

I / We allow the electronic clearing of this check and hereby waive the presentation for payment of this original to Metrobank

DOCUMENTARY STAMPS PAID

Metrobank
METROPOLITAN BANK & TRUST COMPANY
PASONG TAMO-JAVIER ST. BRANCH
THE ORIENTAL PLACE C ROCES MKT

[Signature]

18577

[Signature]

13399

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Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDS AND AWARDS COMMITTEE

19 June 2020

Ms. Anna Patricia R. Mendoza
Premier Account Manager
Nexus Technologies, Inc.
The Nexus Center 1010 Metropolitan Avenue
San Antonio, Makati City, Metro Manila

Dear Ms. Mendoza:

Subject: NOTICE OF AWARD

We are pleased to notify you that your bid for Cybersecurity Annual Maintenance for the amount of Two Million Pesos (Php2,000,000.00) inclusive of appropriate taxes has been accepted pursuant to AMLC-BAC Resolution No. 17, series of 2020.

In view hereof, please acknowledge receipt and acceptance of this notice by signing at the portion provided below.


Thank you for your kind attention.

Very truly yours,


MEL GEORGIE B. RACELA
Executive Director



Conforme:
Nexus Technologies, Inc.


ANNA PATRICIA R. MENDOZA

Signature over printed name of Authorized Representative

Date: 06/19/2020

SECRETARY'S CERTIFICATE

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

KNOW ALL MEN BY THESE PRESENTS:

I, **LIONEL K. TING**, of legal age, Filipino, and with office address at 9/F The Nexus Center, 1010 Metropolitan Avenue, San Antonio, Makati City, after having been sworn in accordance with law, do hereby CERTIFY that:

1. I am the duly elected and incumbent Corporate Secretary of **NEXUS TECHNOLOGIES, INC.**, a Corporation organized and existing in accordance with law, with principal office at 9/F The Nexus Center, 1010 Metropolitan Avenue, San Antonio, Makati 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, at a special meeting on 10 March 2020, adopted and approved the following resolution authorizing **MS. ANNA PATRICIA R. MENDOZA**, Premier Account Manager – Sales, whose signature and initial appear below, to represent the Company, to wit:

“RESOLVED to authorize **MS. ANNA PATRICIA R. MENDOZA**, Premier Account Manager – Sales, whose specimen signature and initial appear below, to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for Cybersecurity Annual Maintenance with the **ANTI-MONEY LAUNDERING COUNCIL** on behalf of **NEXUS TECHNOLOGIES, INC.**”

4. This certification is being issued to attest to the truth of the foregoing.

Authorized Representative:

ANNA PATRICIA R. MENDOZA

Signed this 12 day of March 2020, in Makati City.

Signature

Specimen

Initial

LIONEL K. TING
Corporate Secretary

SUBSCRIBED AND SWORN TO before me this 12 day of March 2020 at Makati City, affiant exhibiting to me his Driver's License # NIO-84-013785 expiring 27 September 2020.

Doc. No. 158 :
Page No. 33 :
Book No. 68 :
Series of 2020

NOTARY PUBLIC

FELISA UEDAN JR.
Notary Public for and in Makati City
Until Dec. 31, 2020, Appt. No. 74-02
Roll No. 27625, TIN 150897808
Rm. 412, 4th Flr VCC Center Ayala, Makati City
2019 PTR No. 114 200079 11/18/2018
IGP No. 1046012 11/18/2016
MCEC No. 1046012 11/18/2016

TRMLA 9067886, 12/9/2019/1111