Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

Invitation to Bid

1. The ***Anti-Money Laundering Council (AMLC)***, through the ***2023 Capital Outlay (CO) Fund,*** intends to apply the sum of ***Three Million Four Hundred Eighty Thousand Pesos (Php3,480,000.00)*** being the ABC to payments under the contract for ***HARDWARE MAINTENANCE AND SUPPORT SERVICES FOR THE EXISTING AMLC NUTANIX HARDWARE (Purchase Request No. 23-027)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *AMLC* now invites bids for the above Procurement Project. Delivery of the Goods is required ***within 30 calendar days after receipt of the Notice to Proceed***. Bidders should have completed, within ***two (2) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *AMLC* and inspect the Bidding Documents at the address given below from *8:00AM to 4:30PM, Monday to Friday*.

5. A complete set of Bidding Documents may be acquired by interested Bidders **on appointment basis** at Gate 3, Bangko Sentral ng Pilipinas Complex, Malate, Manila 1004, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP10,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the email address indicated below.

6. The *AMLC* will hold a **Pre-Bid Conference**[1] on ***29 August 2024 11:45AM*** at the ***AMLC Conference Room, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini***

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

Street, Malate, Manila, and/or through video conferencing or webcasting *via* ***Zoom,*** which shall be open to prospective bidders.

a. The following Zoom Meeting invitation link, meeting ID and passcode shall be used to join in the Pre-Bid Conference:

   Link:
   https://zoom.us/j/94310651102?pwd=YXNneGliUERma1RxQ3A3cHZUbFZSdz09

   Meeting ID: **943 1065 1102**
   Passcode: **170350**

b. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled pre-bid conference.

c. An invitation shall also be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before ***12 September 2023 10:30AM***. **Late bids shall not be accepted**.

   a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled opening of bids.

   b. Participating bidders are requested to sign over the sealed flap of the envelopes. As a precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and quick evaluation on the proper sealing and marking of bid envelopes.

   c. Bidders are advised to submit their documents at least thirty (30) minutes before the scheduled **deadline** of submission to allow time for possible queuing due to conduct of thermal scanning, and for sanitation of the bid envelope(s) and transit of the documents to the designated bidding room.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on ***12 September 2023 10:31AM*** at the **AMLC Conference Room, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila** and/or through video conferencing or webcasting via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

   The following Zoom Meeting invitation link, meeting ID and passcode shall be used to join in the bid opening:

Link:
https://zoom.us/j/93781643138?pwd=U08yc2dWV0VZVWdhT1IxVFRHNVJOdz09

Meeting ID: **937 8164 3138**
Passcode: **867091**

An invitation shall also be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.

10. The *AMLC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Atty. Froilan L. Cabarios
fcabarios@amlc.gov.ph
Telephone Number: +632 5310-3244, +632 8708-7922

Atty. Art Ryan P. Negapatan
anegapatan@amlc.gov.ph
Telephone Number: +632 5302-2732

Bids and Awards Committee
Anti-Money Laundering Council
Room 507, 5/F EDPC Building, BSP Complex
A. Mabini Street, Malate, Manila
Fax Number: +632 8708-7909
www.amlc.gov.ph

12. You may visit the following websites:

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

23 August 2023

(original signed)
MA. RHEA M. SANTOS-MENDOZA
BAC Chairperson

PhilGEPS
Philippine Government Electronic Procurement System
Central Portal for Philippine Government Procurement Oppurtunities

Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number	10066093
Procuring Entity	ANTI-MONEY LAUNDERING COUNCIL
Title	PR23-027: Hardware Maintenance and Support Services for the Existing AMLC Nutanix Hardware
Area of Delivery	Metro Manila

Solicitation Number:	PR23-027	**Status**	**Active**
Trade Agreement:	Implementing Rules and Regulations	**Associated Components**	1
Procurement Mode:	Public Bidding	**Bid Supplements**	0
Classification:	Goods	**Document Request List**	1
Category:	Information Technology	**Date Published**	23/08/2023
Approved Budget for the Contract:	PHP 3,480,000.00	**Last Updated / Time**	23/08/2023 00:00 AM
Delivery Period:	30 Day/s	**Closing Date / Time**	12/09/2023 10:30 AM
Client Agency:			
Contact Person:	Art Ryan P. Negapatan Bank Officer IV (Account Officer, BAC Secretariat) Rm 612, 5/F EDPC Bldg., BSP Complex Manila Metro Manila Philippines 1004 63-2-87087065 anegapatan@amlc.gov.ph		

Description

Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

INVITATION TO BID

1. The Anti-Money Laundering Council (AMLC), through the 2023 Capital Outlay (CO) Fund, intends to apply the sum of Three Million Four Hundred Eighty Thousand Pesos (Php3,480,000.00) being the ABC to payments under the contract for HARDWARE MAINTENANCE AND SUPPORT SERVICES FOR THE EXISTING AMLC NUTANIX HARDWARE (Purchase Request No. 23-027). Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The AMLC now invites bids for the above Procurement Project. Delivery of the Goods is required within 30 calendar days after receipt of the Notice to Proceed. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from AMLC and inspect the Bidding Documents at the address given below from 8:00AM to 4:30PM, Monday to Friday.

5. A complete set of Bidding Documents may be acquired by interested Bidders on appointment basis at Gate 3, Bangko Sentral ng Pilipinas Complex, Malate, Manila 1004, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP10,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the email address indicated below.

6. The AMLC will hold a Pre-Bid Conference1 on 29 August 2024 11:45AM at the AMLC Conference Room, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila, and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.

a. The following Zoom Meeting invitation link, meeting ID and passcode shall be used to join in the Pre-Bid Conference:

Link:
https://zoom.us/j/94310651102?pwd=YXNneGliUERma1RxQ3A3cHZUbFZSdz09

Meeting ID: 943 1065 1102
Passcode: 170350

b. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled pre-bid conference.

c. An invitation shall also be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 12 September 2023 10:30AM. Late bids shall not be accepted.

a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled opening of bids.

b. Participating bidders are requested to sign over the sealed flap of the envelopes. As a precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and quick evaluation on the proper sealing and marking of bid envelopes.

c. Bidders are advised to submit their documents at least thirty (30) minutes before the scheduled deadline of submission to allow time for possible queuing due to conduct of thermal scanning, and for sanitation of the bid envelope(s) and transit of the documents to the designated bidding room.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be on 12 September 2023 10:31AM at the AMLC Conference Room, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila and/or through video conferencing or webcasting via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The following Zoom Meeting invitation link, meeting ID and passcode shall be used to join in the bid opening:

Link:
https://zoom.us/j/93781643138?pwd=U08yc2dWV0VZVWdhT1IxVFRHNVJOdz09

Meeting ID: 937 8164 3138
Passcode: 867091

An invitation shall also be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.

10. The AMLC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Atty. Froilan L. Cabarios
fcabarios@amlc.gov.ph
Telephone Number: +632 5310-3244, +632 8708-7922

Atty. Art Ryan P. Negapatan
anegapatan@amlc.gov.ph
Telephone Number: +632 5302-2732

Bids and Awards Committee
Anti-Money Laundering Council
Room 507, 5/F EDPC Building, BSP Complex
A. Mabini Street, Malate, Manila
Fax Number: +632 8708-7909
www.amlc.gov.ph

12. You may visit the following websites:

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

23 August 2023

MA. RHEA M. SANTOS-MENDOZA
BAC Chairperson

Line Items

Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
1	AMLC Nutanix Hardware Maintenance	Hardware Maintenance and Support Services for the Existing AMLC Nutanix Hardware	1	Lot	3,480,000.00

Pre-bid Conference

Date	Time	Venue
29/08/2023	11:45:00 AM	AMLC Conference Room Rm 507 5/F EDPC Bldg BSP Complex, A Mabini St Malate 1004 Manila

Created by Art Ryan P. Negapatan

Date Created 22/08/2023

The PhilGEPS team is not responsible for any typographical errors or misinformation presented in the system. PhilGEPS only displays information provided for by its clients, and any queries regarding the postings should be directed to the contact person/s of the concerned party.

© 2004-2023 DBM Procurement Service. All rights reserved.

Republic of the Philippines

ANTI-MONEY LAUNDERING COUNCIL

BIDDING DOCUMENTS

for

ONE-YEAR (1) HARDWARE MAINTENANCE AND SUPPORT SERVICES FOR THE EXISTING AMLC NUTANIX HARDWARE

Purchase Request No. 23-027

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations 3

Invitation to Bid 6

Section II. Instructions to Bidders 9

1. Scope of Bid 9
2. Funding Information 9
3. Bidding Requirements 9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 9
5. Eligible Bidders 10
6. Origin of Goods 10
7. Subcontracts 10
8. Pre-Bid Conference 10
9. Clarification and Amendment of Bidding Documents 11
10. Documents comprising the Bid: Eligibility and Technical Components 11
11. Documents comprising the Bid: Financial Component 11
12. Bid Prices 11
13. Bid and Payment Currencies 12
14. Bid Security 12
15. Sealing and Marking of Bids 13
16. Deadline for Submission of Bids 13
17. Opening and Preliminary Examination of Bids 13
18. Domestic Preference 13
19. Detailed Evaluation and Comparison of Bids 13
20. Post-Qualification 14
21. Signing of the Contract 14

Section III. Bid Data Sheet 15

Section IV. General Conditions of Contract 17

1. Scope of Contract 17
2. Advance Payment and Terms of Payment 17
3. Performance Security 17
4. Inspection and Tests 17
5. Warranty 18
6. Liability of the Supplier 18

Section V. Special Conditions of Contract 19

Section VI. Schedule of Requirements 24

Section VII. Technical Specifications 25

Section VIII. Checklist of Technical and Financial Documents 29

Section IX. Bidding Forms 31
Financial Bid Form 32
Schedule of Prices 33
Contract Agreement Form for the Procurement of Goods (Revised) 36
Omnibus Sworn Statement (Revised) 39
Bank Guarantee Form for Advance Payment 43
Bid Securing Declaration Form 44
Performance Securing Declaration (Revised) 46

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract

BAC – Bids and Awards Committee

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

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

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

BIR – Bureau of Internal Revenue

BSP – Bangko Sentral ng Pilipinas

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

CDA - Cooperative Development Authority

Contract – The agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for

Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight

CIP – Carriage and Insurance Paid

CPI – Consumer Price Index

DDP – The quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry

EXW – Ex works

FCA – "Free Carrier" shipping point

FOB – "Free on Board" shipping point

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

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

GFI – Government Financial Institution

GOCC – Government-owned and/or -controlled corporation

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

GOP – Government of the Philippines

GPPB – Government Procurement Policy Board

INCOTERMS – International Commercial Terms

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 Revised IRR, Section 5[u])

LGU – Local Government Unit

NFCC – Net Financial Contracting Capacity

NGA – National Government Agency

PhilGEPS - Philippine Government Electronic Procurement System

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

PSA – Philippine Statistics Authority

SEC – Securities and Exchange Commission

SLCC – Single Largest Completed Contract

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

UN – United Nations

Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

Invitation to Bid

1. The ***Anti-Money Laundering Council (AMLC)***, through the ***2023 Capital Outlay (CO) Fund,*** intends to apply the sum of ***Three Million Four Hundred Eighty Thousand Pesos (Php3,480,000.00)*** being the ABC to payments under the contract for ***HARDWARE MAINTENANCE AND SUPPORT SERVICES FOR THE EXISTING AMLC NUTANIX HARDWARE (Purchase Request No. 23-027)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *AMLC* now invites bids for the above Procurement Project. Delivery of the Goods is required ***within 30 calendar days after receipt of the Notice to Proceed***. Bidders should have completed, within ***two (2) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *AMLC* and inspect the Bidding Documents at the address given below from *8:00AM to 4:30PM, Monday to Friday*.

5. A complete set of Bidding Documents may be acquired by interested Bidders **on appointment basis** at Gate 3, Bangko Sentral ng Pilipinas Complex, Malate, Manila 1004, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP10,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the email address indicated below.

6. The *AMLC* will hold a **Pre-Bid Conference**[1] on ***29 August 2024 11:45AM*** at the ***AMLC Conference Room, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini***

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

Street, Malate, Manila, and/or through video conferencing or webcasting *via* ***Zoom,*** which shall be open to prospective bidders.

a. The following Zoom Meeting invitation link, meeting ID and passcode shall be used to join in the Pre-Bid Conference:

   Link:
   https://zoom.us/j/94310651102?pwd=YXNneGliUERma1RxQ3A3cHZUbFZSdz09

   Meeting ID: **943 1065 1102**
   Passcode: **170350**

b. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled pre-bid conference.

c. An invitation shall also be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before ***12 September 2023 10:30AM***. **Late bids shall not be accepted**.

   a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled opening of bids.

   b. Participating bidders are requested to sign over the sealed flap of the envelopes. As a precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and quick evaluation on the proper sealing and marking of bid envelopes.

   c. Bidders are advised to submit their documents at least thirty (30) minutes before the scheduled **deadline** of submission to allow time for possible queuing due to conduct of thermal scanning, and for sanitation of the bid envelope(s) and transit of the documents to the designated bidding room.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on ***12 September 2023 10:31AM*** at the **AMLC Conference Room, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila** and/or through video conferencing or webcasting via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

   The following Zoom Meeting invitation link, meeting ID and passcode shall be used to join in the bid opening:

Link:
https://zoom.us/j/93781643138?pwd=U08yc2dWV0VZVWdhT1IxVFRHNVJOdz09

Meeting ID: **937 8164 3138**
Passcode: **867091**

An invitation shall also be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.

10. The *AMLC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Atty. Froilan L. Cabarios
fcabarios@amlc.gov.ph
Telephone Number: +632 5310-3244, +632 8708-7922

Atty. Art Ryan P. Negapatan
anegapatan@amlc.gov.ph
Telephone Number: +632 5302-2732

Bids and Awards Committee
Anti-Money Laundering Council
Room 507, 5/F EDPC Building, BSP Complex
A. Mabini Street, Malate, Manila
Fax Number: +632 8708-7909
www.amlc.gov.ph

12. You may visit the following websites:

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

23 August 2023

MA. RHEA M. SANTOS-MENDOZA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Anti-Money Laundering Council (AMLC),* wishes to receive Bids for the ***HARDWARE MAINTENANCE AND SUPPORT SERVICES FOR THE EXISTING AMLC NUTANIX HARDWARE***, with identification number ***Purchase Request No. 23-027.***

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***2023 Capital Outlay (CO)*** in the amount of ***Php3,480,000.00***. *[for confirmation]*

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 Revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within two years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 Revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 Revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Philippines:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) fees and services, if any, listed in the **BDS**.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in: Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

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

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 Revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	Absence of compliance or failure to comply with any of the following requirements or instructions shall be a **ground for the rejection of the bid**.
5.1	The Bidder must not have any pending liability for liquidated damages with the AMLC.
5.3	For this purpose, contracts similar to the Project shall be: a. Hardware Maintenance and Support Services for the existing AMLC Nutanix Hardware; and/or Maintenance and Support of Hyperconverged Infrastructure b. completed within ***two (2) years*** prior to the deadline for the submission and receipt of bids.
7	Subcontracting is not allowed.
10.1	• Compliance with the Technical Specifications **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, notarized deed of undertaking to comply with the specific requirements, etc., as appropriate. A statement that is **not** supported by evidence or is subsequently found to be contradicted by the evidence presented, or is **not** cross-referenced to the evidence, shall render the Bid under evaluation liable for rejection. • The Omnibus Sworn Statement **shall** be in the prescribed form and **shall** be accompanied by a Secretary's Certificate or Special Power of Attorney, as the case may be. Absence of the required Secretary's Certificate or Special Power of Attorney **shall** be considered as non-compliance with the requirements and a ground for rejection of the bid. Notarization of the foregoing documents **shall** comply with the *2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC)*, as amended by *Supreme Court En Banc Resolution dated 19 February 2008*, particularly on the requirements on acknowledgment, jurat, affirmation or oath, and competent evidence of identity. Non-compliance with any of these requirements shall be a ground for rejection of the bid.
12.1	• The price of the Goods shall be quoted DDP ***Room 507, 5/F EDPC Building, BSP Complex A. Mabini Street, Malate, Manila,*** or the applicable International Commercial Terms (INCOTERMS) for this Project. • Additional fees, including but not limited to penalties, interests, reinstatement fees, taxes, and other relevant fees, shall be borne by the Supplier.

14	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than ***PhP69,600.00*** (2% of ABC) if Cash, Manager's Check, Bank Draft/Guarantee, Irrevocable Letter of Credit; or b. The amount of not less than ***PhP174,000.00*** (5% of ABC) if Surety Bond. The bid and bid security shall be valid for 120 calendar days from the date of opening of bids.
15	Bidders are required to use the specific templates provided under **Section IX (Bidding Forms)**, if applicable. Any alteration to the format of the prescribed forms, and/or use of substitute forms shall be considered as non-compliance with the requirements and a ground for rejection of the bid.
20	**3rd Envelope - Post Qualification Documents** In cases, that only Valid PhilGEPS Registration Certificate (Platinum Membership) was presented during bid submission, the following shall be required to be submitted: a. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; **and** b. Current Year Mayor's Permit/municipal licenses; **and** c. Y2022 Income Tax Returns (ITR) duly filed thru Electronic Filing and Payment System (eFPS) of the BIR, as provided for under E.O. 398 or RR 3-2005 together with the Filing and Payment References. If filed manually, bidder should also submit proof of enrollment to eFPS; d. Business Tax Returns (Value-Added Tax – Form 2550-Q) for the last quarter, per Revenue Regulations 3-2005.
21	**Additional Contract Documents:** ***Use of Contract Documents and Information:*** 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 the purposes of such performance. 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 connection with the contract and shall prevent its employees, officers, agents and consultants from so acting. 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. Any document, other than this Contract itself, shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

	All data or information obtained, collected or received by the Supplier, in connection with the delivery of its goods or provision of its services, shall be owned exclusively by the Procuring Entity.

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 2016 Revised IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 Revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

GCC Clause	In cases of conflict between the provisions of the GCC and the SCC, **the SCC provisions shall always prevail**.
1	**Scope of Contract**
	Equivalency of Standards and Codes: 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. Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP. 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. Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification. **Delivery and Documents:** 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: *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered ***Room 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." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in **Section VI (Schedule of Requirements)**.

	For purposes of this Clause the Procuring Entity's Representative at the Project Site is ***Ms. Anna Vanessa E. Yambao (End-User Team) and Mr. Albert N. Pineda (Technical Team).*** **Incidental Services:** The Supplier is required to provide all of the following services, including additional services, if any, specified in **Section VI (Schedule of Requirements)**: a. performance or supervision of on-site assembly and/or start-up ofthe supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. 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.
	Packaging: **Intellectual Property Rights:** 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.

<table>
<tr><td>2</td><td>Advance Payment and Terms of Payment
<table>
<tr><th>Item Number</th><th>Description</th><th>Completion Criteria</th><th>Payment</th></tr>
<tr><td>1</td><td>Subscription Services for One (1) Year</td><td>Proof of Entitlement/Maintenance Agreement/License Key.

Issuance by the AMLC of Certificate of Completion of Services Rendered</td><td>100% of Subscription Cost</td></tr>
</table>
Payments shall be made within 30 calendar days from the issuance of the Certificate of Completion of Services Rendered by the AMLC Inspection and Acceptance Committee.</td></tr>
<tr><td>2.2</td><td>The terms of payment shall be One-time payment upon issuance of Certificate of Completion.</td></tr>
</table>

3	**Performance Security** The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized o issue such financial instrument	Five percent (5%)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

4	**Inspection and Tests**
	The inspections and tests that will be conducted: • ***Inspections of Certificate/ Proof of Entitlement*** • ***Inspections on compliance with the requirements of the Bidding Documents, including Technical Specifications and Schedule of Requirements.***
5	**Warranty**
5.1	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. The said amounts shall only be released after the lapse of **one (1) year after acceptance** by the Procuring Entity of the delivered Goods. 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.

6	**Liability of Supplier** The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section VI. Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Days/Weeks/Months
1	Proof of Entitlement/Maintenance Agreement /License Key	1 Lot	1 Lot	Delivery within 30 calendar days from date of receipt of Notice to Proceed
	First Preventive Maintenance Check-up			Within 150 calendar days after the effective date of subscription/license
	Maintenance Service Receipt / Proof of Maintenance Service			Within 20 calendar days after the First Preventive Maintenance Check-up
	Second Preventive Maintenance Check-up			Within 30 calendar days before the expiration of subscription/license
	Maintenance Service Receipt / Proof of Maintenance Service			Within 20 calendar days after the Second Preventive Maintenance Check-up
2	Service Reports as stated in Section VII. B. Support Level (when necessary) Original Supplier's Invoice/Bill and/or Delivery Receipt of Maintenance Services (Note: Bill date should be dated not earlier than the license expiration date)			15 calendar days after the expiration of subscription/license.

Section VII. Technical Specifications

<table>
<tr><th>Item</th><th>Specification</th><th>Statement of Compliance</th><th>Reference</th></tr>
<tr><td colspan="4">A. Hardware Component</td></tr>
<tr><td>1</td><td>One (1) year Maintenance and support for Hyper-Converged infrastructure (HCI)- Artificial Intelligence (AI)</td><td></td><td></td></tr>
<tr><td></td><td>
Subscriptions/support licenses

24/7 Production Level HW Support for 3x Prod and 3x Dev Clusters (2x Intel Xeon-Gold 5315Y processor (3.2 GHz/ 8-core/ 140W, Ice Lake) per node)
Renewal Subscription, Acropolis (AOS) Starter Software License & Production Software Support Service
Renewal Subscription, Acropolis (AOS) Starter Software License & Production Software Support Service for 96x CPU core
Renewal Subscription, Acropolis (AOS) Starter Software License & Production Software Support Service for 53x 1 TiB of flash
Flow software license subscription for 96x CPU Core

<table>
<tr><th>Part Number</th><th>Serial Number</th><th>Description</th><th>QTY</th></tr>
<tr><td>RS-HW-PRD-ST</td><td>22SM5J060132</td><td>1YR Renewal 24/7 Production Level HW Support for Nutanix</td><td>1</td></tr>
<tr><td>RS-HW-PRD-ST</td><td>22SM5J060133</td><td>1YR Renewal 24/7 Production Level HW Support for Nutanix</td><td>1</td></tr>
<tr><td>RS-HW-PRD-ST</td><td>22SM5J060139</td><td>1YR Renewal 24/7 Production Level HW Support for Nutanix</td><td>1</td></tr>
<tr><td>RS-HW-PRD-ST</td><td>22SM5J060131</td><td>1YR Renewal 24/7 Production Level HW Support for Nutanix</td><td>1</td></tr>
<tr><td>RS-HW-PRD-ST</td><td>22SM5J060134</td><td>1YR Renewal 24/7 Production Level HW Support for Nutanix</td><td>1</td></tr>
<tr><td>RS-HW-PRD-ST</td><td>22SM5J060136</td><td>1YR Renewal 24/7 Production Level HW Support for Nutanix</td><td>1</td></tr>
<tr><td>R-SWFLOW CORE</td><td>LIC-01400612</td><td>1YR Renewal Flow software license subscription for 1 CPU core</td><td>96</td></tr>
<tr><td>R-SW-AOS STRPRD</td><td>22SW000225978</td><td>1YR Renewal Subscription, Acropolis (AOS) Starter Software License & Production Software Support Service</td><td>1</td></tr>
<tr><td>R-L-CORES STRPRD</td><td>LIC-01400610</td><td>1YR Renewal Subscription, Acropolis (AOS) Starter Software License & Production Software Support Service for 1 CPU core</td><td>96</td></tr>
<tr><td>R-L-FLASHTiB STRPRD</td><td>LIC-01400611</td><td>1YR Renewal Subscription, Acropolis (AOS) Starter Software License & Production Software Support Service for 1 TiB of flash</td><td>53</td></tr>
</table>
Services:

Service provider shall make its services available TWO (2) times a year for preventive maintenance check-up which shall be scheduled once every six (6) months. This is in accordance with equipment manufacturer's procedure. Such service shall include, but not limited to, standard cleaning, adjusting, inspection, calibration and testing procedures designed to ensure that the equipment stays in good working conditions as well as to reduce the possibility of equipment failure.
</td><td></td><td></td></tr>
</table>

2	Provide one-year (1) license, Support 10M Bandwidth, including Data reduction, Application acceleration, Link Optimization, Dynamic path selection, Automatic fail-over, VPN tunnel bonding, Access control, Bandwidth control, Web filtering, Stateful firewall, Real-time monitor and Report, support Email deployment, Auto VPN, Centralized management.		
3	Provide one year (1) hardware, repair, replacement, and maintenance with 24x7 remote and onsite support		
4	Provide one year (1) software license subscription and upgrade with 24x7 remote and onsite support		
5	Ensure that the latest updates, releases, and patches are installed and configured		
6	The supplier must provide a grace period (free of charge) of thirty (30) calendar days from the date of expiration of hardware and software maintenance subscription and support.		
7	Prospective bidder/s must submit a current and valid Certification from the Product Manufacturer or Principal stating that the contractor/bidder is an authorized/existing Certified Partner or Reseller of the HCI.		
B. Support Level			
1	**SERVICE LEVELS** The severity of the problem will be assessed by Customer which will be the basis of the service prioritization. 1. Severity 1 (S1) The existing Network or Environment is down or there is a critical impact to business operation. Customer and service provider will both commit full-time resources to resolve the situation. On-site support is a MUST with standby critical spare for resolution. At the same time, the service provider shall involve the principal/product manufacturer during the problem resolution. 2. Severity 2 (S2) The operation of existing Network or Environment is severely degraded or significant aspects of business operation are negatively impacted by unacceptable Network or Environment performance. Customer and service provider both will commit full-time resources during Standard. Business Hours to resolve the situation. Service provider on-site support is a MUST with standby critical spare for resolution. 3. Severity 3 (S3) The operational performance of Network or Environment is impaired, although most business operations remain functional. Customer and UAS both are willing to commit resources during Business Hours to restore service to satisfactory levels.		

	4. Severity 4 (S4) The information is required on products capabilities, installation, or configuration. There is little or no impact to business operation. Customer and service provider both are willing to provide resources during Standard Business Hours to provide information or assistance as requested.		
C. Scope of Work			
The successful bidder shall be responsible for the hardware maintenance of the existing AI hardware of AMLCS. The maintenance includes the following services and deliverables:			
	1. Provide Proof of Entitlement or Maintenance Agreement/License Key with start date based on the stipulated date in the Notice to Proceed (NTP) to be issued by the Anti-Money Laundering Council Secretariat (AMLCS).		
	2. Assessment of the current system and infrastructure in order to provide necessary recommendations/action plans.		
	3. Provide technical support and assistance on issues/errors encountered in the operating system, hardware failures, and maintenance. Must ensure that the system is continuously updated for normal day-to-day operation.		
	4. Supply, delivery and installation of module, or subcomponent necessary for the system. This includes necessary upgrades in the operating system.		
	5. Provide onsite Support Engineer/Technician to perform upgrades, system recovery, and re-configuration of features/functions available in the hardware and its operating system.		
	6. Conduct preventive maintenance for the duration of the maintenance agreement to determine the status and/or performance of the AI hardware and its operating system.		
	7. The successful bidder shall also provide the necessary training/re-training (skill transfer) to the assigned AMLC system administrator/s and support staff/s. The supplier's service partner should provide the materials such as handouts, videos, presentations that were used during the training.		

	8. In case equipment problems or breakdown is experienced for more than 24 hours, the Supplier **must provide a service unit.** No pullout should be allowed without a service unit. Also, no repair/pullout will be conducted without official notification from the Supplier.		
	9. In all cases, the service provider shall notify the AMLC for all services and activation of license to be done through appropriate communication medium.		

*[Bidders **must** state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 Revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

☐ (m) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).

Notes:

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 Revised IRR of RA No. 9184.

Section IX. Bidding Forms

TABLE OF CONTENTS

Financial Bid Form 322
Schedule of Prices 333
Contract Agreement Form for the Procurement of Goods (Revised) 366
Omnibus Sworn Statement (Revised) 399
Bank Guarantee Form for Advance Payment 433
Bid Securing Declaration Form 444
Performance Securing Declaration (Revised) 466

Financial Bid Form

Date: _____
Purchase Request No.: _____

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 _____ in conformity with the said Bidding Documents for the sum of _____ *[total bid amount in words]* **(PHP**_____) *[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 **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 _____ *[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 *[Project Title]* 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 _____ day of _____ 2023.

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices
(For Services)

Name of Bidder _____.
Purchase Request No. 23-027

Item	Specification	Cost* (Inclusive of Value-Added Tax and Other Incidental Expenses)
1		
2		
3		
4		
	TOTAL BID PRICE	

*Merge for 1 Lot

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

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

Name of Bidder _____.
Purchase Request No. 23-027

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 Fees and Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	**Total Price delivered Final Destination** (col 9) x (col 4)

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

SCHEDULE OF PRICES
(For Goods Offered from Abroad)

Name of Bidder _____.
Purchase Request No. 23-027

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	**Total Price delivered DDP** (col 4 x 8)

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of

Contract Agreement Form for the Procurement of Goods (Revised)

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20_____ between ***the ANTI-MONEY LAUNDERING COUNCIL*** of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (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 *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring 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.

[Insert Name and Signature]	***[Insert Name and Signature]***
Authorized Representative of the Entity	Authorized Representative of the Supplier

WITNESSES:

[Insert Name and Signature]	***[Insert Name and Signature]***
Authorized Representative of the Entity	Authorized Representative of the Supplier

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

ACKNOWLEDGMENT

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

	Government-Issued ID/No.	Date/Place of Issue
[Insert Name]	_____	_____
	Government-Issued ID/No.	Date/Place of Issue
[Insert Name]	_____	_____

who were identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and of the principals they represent.

This instrument, referring to the CONTRACT / AGREEMENT for _____, consisting of _____ (__) 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 _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. [ ];
Page No. [ ];
Book No. [ ];
Series of 2023.

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

   [If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

   [If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

   [If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I 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 [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

   [If a partnership, corporation, cooperative, or joint venture:] I am granted 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 [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

_____
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me on _____ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with No. _____ issued on _____ at _____.

Witness my hand and seal on _____.

NOTARY PUBLIC

Doc. No. [ ];
Page No. [ ];
Book No. [ ];
Series of 2023.

Secretary's Certificate

I, _____, of legal age, [*single/married*], Filipino and with address at after having being sworn in accordance with law, do hereby CERTIFY that:

1. I am the incumbent and duly designated Corporate Secretary of [*business/company name*], organized and existing in accordance with law, with principal office address at [*business/company address*];

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. _____ dated _____, authorizing **Mr./Ms. *[name of representative]***, 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 *[Name of the Project]* of the Anti-Money Laundering Council**;

_____	_____
Signature of Authorized Representative	Initial of Authorized Representative

4. That 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/We have hereunto set my/our hand/s on _____ at _____.

_____
Corporate Secretary

SUBSCRIBED AND SWORN to before me on _____ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with No. _____ issued on ____ at _____.

Witness my hand and seal on _____.

NOTARY PUBLIC

Doc. No. [ ];
Page No. [ ];
Book No. [ ];
Series of 2023.

Bank Guarantee Form for Advance Payment

To: *Anti-Money Laundering Council*
Data Mining System Annual Maintenance

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the Anti-Money Laundering Council (AMLC) a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the AMLC on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the AMLC and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____.

Yours truly,

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

Bid Securing Declaration Form

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

x----------x

BID SECURING DECLARATION
Invitation to Bid: *[Purchase Request No. 23-027]*

To: *Anti-Money Laundering Council*
Room 507, 5/F EDPC Building
Bangko Sentral ng Pilipinas Complex
Malate, Manila

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, as indicated in the Bidding Documents, from receipt of the Notice of Award; (b) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (c) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

    (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

    (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s on _____ at _____.

[NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me on _____ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with No. _____ issued on _____ at _____.

Witness my hand and seal on _____.

NOTARY PUBLIC

Doc. No. [ ];
Page No. [ ];
Book No. [ ];
Series of 2023.

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION
Invitation to Bid: [Purchase Request No. 23-027]

To: Anti-Money Laundering Council
Room 507, 5/F EDPC Building
Bangko Sentral ng Pilipinas Complex
Malate, Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

   a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
      i. Procuring Entity has no claims filed against the contract awardee;
      ii. It has no claims for labor and materials filed against the contractor; and
      iii. Other terms of the contract; or

   b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me on _____ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with No. _____ issued on _____ at _____.

Witness my hand and seal on _____.

NOTARY PUBLIC

Doc. No. [ ];
Page No. [ ];
Book No. [ ];
Series of 2023.

AMLC
Anti-Money Laundering Council