

Central Portal for Philippine Government Procurement Oppurtunities

Bid Notice Abstract

Request for Quotation (RFQ)

Reference Number	9912680						
Procuring Entity	ANTI-MONEY LAUNDERING COUNCIL						
Title	PR23-051: One Lot Multi- Year Subscription of Forti-Analyzer Maintenance Support						
Area of Delivery	Metro Manila						
Solicitation Number:	PR23-051	Status	Active				
Trade Agreement:	Implementing Rules and Regulations						
Procurement Mode:	Negotiated Procurement - Small Value Procurement (Sec. 53.9)	Associated Components					
Classification:	Goods	Bid Supplements					
Category:	Information Technology						
Approved Budget for Contract:	the PHP 326,040.00	Document Request List	1				
Delivery Period:	15 Day/s						
Client Agency:		Date Published	06/07/2023				
Contact Person:	Andrea Calderon Ladores BAC Secretariat Manila Manila	Last Updated / Time	06/07/2023 00:00 AM				
	Metro Manila Philippines 1004 63-02-53023978	Closing Date / Time	10/07/2023 14:00 PM				
	aladores@amlc.gov.ph						
Description Please see attached Ter	ns of Reference located at Assoc	iated Components					

Created by Andrea Calderon Ladores

Date Created 05/07/2023

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Republic of the Philippines ANTI-MONEY LAUNDERING COUNCIL

REQUEST FOR QUOTATION

Date: 06 July 2023 RFQ No.: 23-051-1

Gentlemen:

The Anti-Money Laundering Council (AMLC), through its Bids and Awards Committee (BAC), intends to procure the One Lot Multi-Year Subscription of Forti-Analyzer Maintenance Support through Section 53.9 (Negotiated Procurement – Small Value Procurement) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Please quote your **best offer** for the item/s described herein, subject to the Terms and Conditions and complete submission of documentary requirements provided under the attached Terms of Reference.

Submit your quotation duly signed by you or your duly authorized representative **not later than the deadline on 10 July 2023 at 2:00PM.**

For any clarification, you may contact us at telephone number (02) 5302-3978 or email <u>aladores@amlc.gov.ph</u>.

(Sgd) Andrea C. Ladores Account Officer

TERMS OF REFERENCE

One Lot Multi-Year Subscription of Forti-Analyzer Maintenance Support (Purchase Request No. 23-051)

BRIEF DESCRIPTION

This project is for the procurement of the Multi-Year Subscription of Forti-Analyzer Maintenance Support of the AMLC.

The Approved Budget for the Contract (ABC) is Php326,040.00. ABC broken down as follows:

Year	ABC/Year
Year 1 (2023)	Php108,680.00
Year 2 (2024)	Php108,680.00
Year 3 (2025)	Php108,680.00
Total ABC	Php326,040.00

INSTRUCTIONS TO SUPPLIERS

Form of Quotation:

Suppliers¹ are required to submit its Quotation using the Prescribed Form (*See* Page 8) by the Anti-Money Laundering Council (AMLC).

Documentary Requirements:

The following documentary requirements should be submitted at the time of the submission of the Supplier's Quotation:

- Mayor's/Business Permit (BIR Certificate of Registration for individual supplier)
- PhilGEPS Registration Number/Certificate
- Omnibus Sworn Statement **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative [Use AMLC Prescribed Form] (*See* Pages 11-14); **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 Supplier.

Submission of Quotation:

Quotations may be submitted through electronic mail to:

Andrea C. Ladores Account Officer <u>aladores@amlc.gov.ph</u>.

¹ Or Service Providers (for procurement of services).

Copy furnished:

Atty. Froilan L. Cabarios Head, BAC Secretariat facabarios@amlc.gov.ph

GENERAL CONDITIONS

Quotation Price:

Supplier's quotation shall be inclusive of all costs, applicable tax, charges and other incidental expenses, including, but not limited to notarial expenses.

Quotation Validity Period:

Quotations shall be valid for 60 calendar days from receipt by the BAC Secretariat.

Delivery Period/Completion Period/Contract Period:

Delivery period, please refer to Page 7 – Other Requirements/Conditions - Item B.

Year	Contract Coverage
Year 1:	Within 15 calendar days from receipt of PO but not earlier than
	30 July 2023 with One year coverage.
Year 2:	Shall commence the next day after Year 1 expiry with One year
	coverage
Year 3:	Shall commence the next day after Year 2 expiry with One year
	coverage

Liquidated Damages:

- A delay by the Supplier in the full delivery of the goods/services shall render the Supplier liable for liquidated damages, which shall be deducted by the AMLC from each payment or total contract price in case of one-time payment.
- Liquidated damages shall be equal to one-tenth (1/10) of one percent (1%) of the total contract price for every day of delay.

Payment:

The terms of payment shall be annually for 3 years.

Pay	yment Description	Completion Criteria	% of Payment
1	Subscription Services for Year 1	 Submission of Certificate / Proof of Entitlement for Year 1 Forti- Analyzer Maintenance and Support including the Forticare support The supplier shall provide and conduct annual preventive maintenance. The supplier shall load the latest Forti-Analyzer License version in the Forti-Analyzer application. Issuance by the AMLC of Certificate of Completion of Services Rendered 	100% of Subscription Cost for Year 1 (2023- 2024)
2	Subscription Services for Year 2	 Submission of Certificate / Proof of Entitlement for Year 2 Forti- Analyzer Maintenance and Support including the Forticare support The supplier shall provide and conduct annual preventive maintenance. The supplier shall load the latest Forti-Analyzer License version in the Forti-Analyzer application. Issuance by the AMLC of Certificate of Completion of Services Rendered 	100% of Subscription Cost for Year 2 (2024- 2025)
3	Subscription Services for Year 3	 Submission of Certificate / Proof of Entitlement for Year 3 Forti- Analyzer Maintenance and Support including the Forticare support The supplier shall provide and conduct annual preventive maintenance. The supplier shall load the latest Forti-Analyzer License version in the Forti-Analyzer application. Issuance by the AMLC of Certificate of Completion of Services Rendered 	100% of Subscription Cost for Year 3 (2025- 2026)

- Payments shall be made only upon the issuance of the **Inspection and** Acceptance Report (IAR)² by the IAC.
- No payment shall be made for supplies and materials not yet delivered or services not yet rendered.
- The Supplier's request for payment shall be made in writing, accompanied by an invoice describing, as appropriate, the goods delivered and/or services performed, and by documents submitted pursuant, and upon fulfillment of other obligations stipulated in these Terms of Reference.
- Payments shall be made promptly by the AMLC within thirty (30) days from issuance of the IAR by the IAC.
- The currency in which payment is to be made shall be in Philippine Pesos.

Warranty:

- The Supplier warrants it has, and, at all time during the term of the service, will maintain the requisite personnel, competence, skill and resources necessary to provide the required services under these Terms of Reference. The Supplier also warrant that the services shall be performed in a workmanlike manner and in compliance with all applicable laws and regulations. The Supplier further warrants the availability of service, service parts and maintenance services, including repair services and preventative maintenance, during the term of the service. Additionally, the Supplier warrants that the services rendered is fit for the use for which it was intended.
- The obligation for the warranty shall be covered by a warranty security in the form of *retention money* in an amount equivalent to **five percent (5%)** of every progress payment, or total contract price in case of one-time payment.
- The AMLC shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within 7 days and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the AMLC. If the Supplier, having been notified, fails to remedy the defects within the period specified in the contract, the AMLC may proceed to call upon the warranty security, without prejudice to any other rights which it may have against the Supplier under these Terms of Reference and under the applicable law.
- The warranty security shall only be released after the lapse of **one (1) year after issuance by the IAC of the CFA** of the delivered Goods.
- After the lapse of the period, and upon request by the Supplier, the AMLC shall release the warranty security, *Provided*, that the goods supplied are free from patent and latent defects and all conditions imposed under the Terms of Reference have been fully met.

² Certificate of Acceptance (for Consultancy Services).

TECHNICAL SPECIFICATIONS:

Item	Specification	Units	Delivery Schedule and
			Contract Coverage
1	3 Year Forti-Analyzer (FAZ-VM0000054993) Maintenance and Support including the Forticare support.	1 Lot	Year 1: Within 15 calendar days from receipt of PO but not earlier than 30 July 2023
2	The supplier shall provide 24x7 phone, email, chat, remote and onsite technical support for the period of 3 years.		with One year coverage. Year 2:
3	The supplier shall provide software updates during the subscription coverage for the period of 3 years.		Shall commence the next day after Year 1 expiry with One-year coverage. Year 3: Shall commence the next day after Year 2 expiry with One-year coverage.
4	The supplier shall provide and conduct annual preventive maintenance for the period of 3 years.		Year 1: Within 15 calendar days from receipt of PO but not
5	The supplier shall load the latest Forti- Analyzer License version every year in the Forti-Analyzer application for the period of 3 years.		earlier than 30 July 2023 Year 2: Within 30 calendar days prior to Year 1 expiry Year 3: Within 30 calendar days prior to Year 2 expiry
6	Bidders must submit a current and valid Certification from the Product Manufacturer or Principal stating that the bidder is authorized to sell and provide 3 Year Forti-Analyzer Maintenance and Support including the Forticare support		Bid submission

OTHER REQUIREMENTS/CONDITIONS (IF ANY):

Submittals during implementation stage:

A. Submission of Vaccination ID and antigen test results if required, by the Bangko Sentral ng Pilipinas to gain entry in the AMLC premises and shall be coordinated with ITSS three (3) days before the intended service.

B. The supplier shall submit and complete the following deliverables:

Deliver	ables	Delivery Schedule
Year 1:		Within 30 calendar
•	Submission of Certificate / Proof of Entitlement for	days prior to expiry,
	FortiAnalyzer Maintenance and Support including	30 July 2024
	the Forticare support from 31 July 2023 to 30 July 2024	
•	The supplier shall provide and conduct annual preventive maintenance.	
•	The supplier shall load the latest Forti-Analyzer	
	License version in the Forti-Analyzer application	
Year 2:		Within 30 calendar
•	Submission of Certificate / Proof of Entitlement for	days prior to expiry,
	FortiAnalyzer Maintenance and Support including	30 July 2025
	the Forticare support from 31 July 2024 to 30 July 2025	
•	The supplier shall provide and conduct annual	
	preventive maintenance.	
•	The supplier shall load the latest Forti-Analyzer	
	License version in the Forti-Analyzer application	
Year 3:		Within 30 calendar
•	Submission of Certificate / Proof of Entitlement for	days prior to expiry,
	FortiAnalyzer Maintenance and Support including	30 July 2026
	the Forticare support from 31 July 2025 to 30 July	
	2025	
•	The supplier shall provide and conduct annual	
	preventive maintenance.	
•	The supplier shall load the latest Forti-Analyzer	
	License version in the Forti-Analyzer application	

Suppletory Application of the Civil Code and the Procurement Law:

In the absence of express provision in these Terms of Reference, the mandatory provisions of the New Civil Code and the Government Procurement Reform Act shall have suppletory application in the contract between the AMLC and the winning Supplier.

The Purchase Order, together with the Purchase Request, these Terms of Reference, Supplier's Quotation, and Notice of Award, shall constitute the Agreement between the AMLC and the winning Supplier to which the contract will be awarded.

> Digitally signed by Pineda Albert Nulud Date: 2023.07.05 ALBERT N. PINEDA Bank Officer V ETMG-ITSS

QUOTATION FORM

Date: _____ RFQ No.: <u>23-051 -01</u>

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

Gentlemen:

Having examined the Request for Quotation, including the attached Terms of Reference (TOR), the receipt of which is hereby duly acknowledged, the undersigned, on behalf of the Supplier, offers the following Quotation:

ON	ONE LOT MULTI-YEAR SUBSCRIPTION OF FORTI-ANALYZER MAINTENANCE SUPPORT							
TECH	NICAL SPECIFICATIONS / SCOPE OF WORK	YES	NO	REMARKS				
1.	3 Year FortiAnalyzer (FAZ-VM0000054993) Maintenance and Support including the Forticare support							
2.	The supplier shall provide 24x7 phone, email, chat, remote and onsite technical support for the period of 3 years							
3.	The supplier shall provide software updates during the subscription coverage for the period of 3 years							
4.	The supplier shall provide and conduct annual preventive maintenance for the period of 3 years							
5.	The supplier shall load the latest Forti- Analyzer License version every year in the Forti-Analyzer application for the period of 3 years							
6.	Bidders must submit a current and valid Certification from the Product Manufacturer or Principal stating that the bidder is authorized to sell and provide 3 Year FortiAnalyzer Maintenance and Support including the Forticare support							

FINANCIAL OFFER:

Terms of Payment:

Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer facility, within thirty (30) days after Submission of Billing and User Acceptance of the product. Bank Transfer fee shall be charged against the creditor's account.

Payment Details:

Banking Institution:	
Account Number:	
Account Name :	
Branch:	

Please quote your <u>best offer</u> for the item/s below. Please do not leave any blank items. Indicate **"0"** if item being offered is for free.

ONE LOT MULTI-YEAR SUBSCRIPTION OF FORTI-ANALYZER MAINTENANCE SUPPORT							
	udget for the (Php326,040	Contract: Three Hundred Twenty-Six Thousand					
Quantity (A)	ty Offered TOTAL OFFERED QUOTATION Price per (A x B) Unit (B)						
		In Words:					

or

ONE LOT MULTI-YEAR SUBSCRIPTION OF FORTI-ANALYZER MAINTENANCE SUPPORT

Approved Budget for the Contract: Three Hundred Twenty-Six Thousand Forty Pesos (Php326,040.00)

TOTAL OFFERED QUOTATION (A x B)

In Words:

In Figures:

We agree to abide by this Quotation for the Quotation Validity Period specified in TOR and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase Order is received by the Supplier, this Quotation, together with your Notice of Award, shall be binding upon us.

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

The Supplier certifies/confirms that it agrees and complies with the requirements and conditions under the Terms of Reference.

Dated this _____ day of _____ 2023.

Signature over Printed Name

Position/Designation

Office Telephone/Fax/Mobile Nos.

Email address/es

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, <u>by itself or by relation,</u> <u>membership, association, affiliation, or controlling interest with another blacklisted</u> <u>person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>
- 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
		,	Philip	pines. A	ffiant/	s is/are	personally	known	to me	and
was/were ide	ntified	by me thro	ough	compete	ent evid	dence o	f identity as	defined	in the	2004
Rules on Nota	rial Prac	ctice (A.M.	No. 0	2-8-13-S	C). Affi	ant/s ex	hibited to m	ne his/hei	r [insert	type:
of governmen	it ident	ification ca	ard us	sed], wit	h his/h	er phot	tograph and	signatur	e appe	aring
thereon, with	No				and	l his/he	r Communit	у Тах Се	rtificate	e No.
			iss	sued	on					at

Witness my hand and seal on _____.

NOTARY PUBLIC

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

Secretary's Certificate

_____, of legal age, [*single/married*], Filipino and with address at after ١, _ 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;
- The Board of Directors issued Board Resolution No. _____ dated _ 3. 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 Representative Initial of 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 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. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal on ______.

NOTARY PUBLIC

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

PURCHASE ORDER

Procuring E	intity: AML	ANTI-MONEY LAUNDERING	G COUNCIL (AMLC)		
Supplier:				P.O. No.:		
Supplier's A	Address:			P.O. Date:		
	ication Numl	ber (TIN):		Mode of Procurem	ent:	
Gentlemen	:			1		
 Please deliv	ver this Office	e the articles subject of this Pur	chase Order	. This Purchase Orde	r, together with the	
		ns of Reference, Supplier's Qu				
	•	MLC and the Supplier.				
Place of De	livery:			Delivery Date:		
	y Laundering					
	F EDPC Build	0				
-		nas Complex				
A. Mabini S						
	4, Manila, Pł	Imppines				
Contact Per	rson:					
Contact No						
Delivery Te				Payment Term:		
,				Within 30 days from	n issuance of the	
				Inspection and Acc		
Stock No.	Unit	Description	Quantity	Unit Cost Amount		
				(in PHP)	(in PHP)	
Total Amou	int* in Word	s:	•	(*inclusive of 12% VAT and other		
				incidental expenses)		
	-	n case of failure to make the ful ne percent (1%) of the total con	•			
Order Appr				Date:		
	N	IATTHEW M. DAVID				
		Executive Director				
Supplier's Conforme:				Date:		
		ted Name of Supplier's Represe	ntative]			
Fund Cluste						
ORS/BURS		ORS/BURS Date:		Amount: PHP		
Certified by	/ :			Date:		
	N/1 A	LIZA RACHELLE C. CRUZ				
		; Financial Services Division				
1	ivialiagel		1			