



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDS AND AWARDS COMMITTEE

BID BULLETIN NO. 1

Project Title : PR24-010: Upgrade of Internet Subscription Services

Date : 22 April 2024

In its meeting on 18 April 2024 and pursuant to the email of clarification from a prospective bidder dated 19 April 2024, the Bids and Awards Committee resolved to issue this Bid Bulletin to clarify the concern/s raised.

ISSUE/S	CLARIFICATION/AMENDMENTS																								
<p>Issue No. 1 Section V. Special Conditions of Contract</p> <p>GCC Clause 1</p> <p>7.3 The following Rebate/Penalty Table shall apply to the monthly recurring cost as penalty if SLA is not achieved:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Total Duration of Unscheduled Downtime in a Month</th> <th style="text-align: center;">Total Amount Payable to Telecommunications Service Provider</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Less than 1 Hour and 26 minutes (>99.80%)</td> <td style="text-align: center;">100% of MRC</td> </tr> <tr> <td style="text-align: center;">More than 1 Hour and 26 minutes up to 9 Hours</td> <td style="text-align: center;">90% of MRC</td> </tr> <tr> <td style="text-align: center;">More than 9 Hours up to 24 Hours</td> <td style="text-align: center;">70% of MRC</td> </tr> <tr> <td style="text-align: center;">More than 24 Hours up to 72 Hours</td> <td style="text-align: center;">50% of MRC</td> </tr> <tr> <td style="text-align: center;">More than 72 Hours</td> <td style="text-align: center;">0% of MRC (Nullified or No Payment)</td> </tr> </tbody> </table>	Total Duration of Unscheduled Downtime in a Month	Total Amount Payable to Telecommunications Service Provider	Less than 1 Hour and 26 minutes (>99.80%)	100% of MRC	More than 1 Hour and 26 minutes up to 9 Hours	90% of MRC	More than 9 Hours up to 24 Hours	70% of MRC	More than 24 Hours up to 72 Hours	50% of MRC	More than 72 Hours	0% of MRC (Nullified or No Payment)	<p>Amendment No. 1</p> <p>7.3 The following Rebate/Penalty Table shall apply to the monthly recurring cost as penalty if SLA is not achieved:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Total Duration of Unscheduled Downtime in a Month</th> <th style="text-align: center;">Total Amount Payable to Telecommunication Service Provider</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Less than 2 Hours and 53 minutes (>99.60%)</td> <td style="text-align: center;">100% of MRC</td> </tr> <tr> <td style="text-align: center;">More than 2 Hours and 53 minutes up to 9 Hours</td> <td style="text-align: center;">90% of MRC</td> </tr> <tr> <td style="text-align: center;">More than 9 Hours up to 24 Hours</td> <td style="text-align: center;">70% of MRC</td> </tr> <tr> <td style="text-align: center;">More than 24 Hours up to 72 Hours</td> <td style="text-align: center;">50% of MRC</td> </tr> <tr> <td style="text-align: center;">More than 72 Hours</td> <td style="text-align: center;">0% of MRC (Nullified or No Payment)</td> </tr> </tbody> </table> <p style="text-align: center;"> $\frac{(\text{Hours in a Day} \times \text{Days in a Month}) - \text{Total Network Outage Time in Hours}}{(\text{Hours in a Day} \times \text{Days in a Month})} \times 100$ </p>	Total Duration of Unscheduled Downtime in a Month	Total Amount Payable to Telecommunication Service Provider	Less than 2 Hours and 53 minutes (>99.60%)	100% of MRC	More than 2 Hours and 53 minutes up to 9 Hours	90% of MRC	More than 9 Hours up to 24 Hours	70% of MRC	More than 24 Hours up to 72 Hours	50% of MRC	More than 72 Hours	0% of MRC (Nullified or No Payment)
Total Duration of Unscheduled Downtime in a Month	Total Amount Payable to Telecommunications Service Provider																								
Less than 1 Hour and 26 minutes (>99.80%)	100% of MRC																								
More than 1 Hour and 26 minutes up to 9 Hours	90% of MRC																								
More than 9 Hours up to 24 Hours	70% of MRC																								
More than 24 Hours up to 72 Hours	50% of MRC																								
More than 72 Hours	0% of MRC (Nullified or No Payment)																								
Total Duration of Unscheduled Downtime in a Month	Total Amount Payable to Telecommunication Service Provider																								
Less than 2 Hours and 53 minutes (>99.60%)	100% of MRC																								
More than 2 Hours and 53 minutes up to 9 Hours	90% of MRC																								
More than 9 Hours up to 24 Hours	70% of MRC																								
More than 24 Hours up to 72 Hours	50% of MRC																								
More than 72 Hours	0% of MRC (Nullified or No Payment)																								

X-----X

<p>The prospective bidder is requesting to:</p> <p>Revisit the computation rebate in line with the new dedicated Internet Access Service with an end-to-end service availability of 99.60%.</p> <p>Suggested computation:</p> $\text{Rebate for the Month} = \frac{\text{MRC} \times \text{Total downtime for the month (in hours)}}{730 \text{ Hrs}}$ <p>Clarification for the total amount payable to the Service Provider in case of unscheduled downtime.</p>	<p><u>Clarification No. 1</u></p> <p>The computation for the service’s availability shall remain the same and is based on the Network Management and Monitoring Reports and the consolidated Outage Reports for the month.</p> <p>Total duration of unscheduled downtime in a month has an equivalent percentage of AMLCS Total amount payable to Service Provider as indicated on the table above.</p>
<p><u>Issue No. 2</u> <u>Section V. Special Conditions of Contract</u></p> <p>GCC Clause 1</p> <p>1.9 In the event of office transfer, the Service Provider shall be responsible for the provision of a parallel link that will serve the end-to-end network connectivity for the New Office, at no additional cost to AMLC. The AMLC shall notify the Service Provider at least forty-five (45) calendar days prior to the scheduled office transfer. Furthermore, it is understood that the AMLC ETMG-ITSS shall issue a Notice of Permanent Disconnection for the old circuit upon official inauguration of, or full transfer of employees to the New Office.</p> <p>The prospective bidder requests that in the event of transfer of location, the provision could be relaxed due to the</p>	<p><u>Clarification No. 2</u></p> <p>This provision ensures the AMLCS’s continuous subscription to internet service <u>in case</u> of office relocation at no additional cost to the AMLC. Furthermore, it aims to facilitate a seamless transition while maintaining uninterrupted communication and data flow during the relocation process.</p>

x-----x

<p>variable cost that will be incurred on the part of the service provider.</p>	
<p><u>Issue No. 3</u> <u>Section IV. General Conditions of Contract</u></p> <p>3. Within Five (5) calendar days from receipt of the Notice of Award by the Bidder from 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.</p> <p>The prospective bidder is requesting to extend submission of Performance Bond from 5 days to 10 days.</p>	<p><u>Clarification No. 3</u></p> <p>The submission of the Performance Bond shall be within five (5) calendar days from receipt of the Notice of Award by the Bidder from Procuring Entity, to give ample time to the Procuring Entity to review and finalize the contract. The contract shall be executed within 10 calendar days from receipt of NOA.</p>
<p><u>Issue No. 4</u></p> <p><u>Section II. Instructions to Bidders</u></p> <p><u>Section III. Bid Data Sheet</u> <u>GCC Clause 7</u></p> <p>The prospective bidder informed that the build recommendation for 2/F EDCP Building requires deployment of Fiber Optic Cable (FOC) contractors.</p>	<p><u>Clarification No. 4</u></p> <p><u>Section II. Instructions to Bidders</u></p> <p>7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.</p> <p>The Procuring Entity has prescribed that: Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed twenty percent (20%) of the contracted Goods.</p> <p>7.2 The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR</p>

X-----X

	<p>of RA No. 9184 pursuant to Section 23.1 thereof.</p> <p>7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.</p> <p><u>Section III. Bid Data Sheet</u></p> <p>Subcontracting shall be allowed only for the Implementation (i.e. installation, provisioning, among others) and technical support of Internet Service as contracted. However, subcontracting shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.</p> <p>All subcontracting arrangements must be disclosed at the time of bidding, and subcontractors must submit the documentary requirements under I. (Technical Component Envelope) of Section VIII. (Checklist of Technical and Financial Documents), and comply with the eligibility criteria specified in the BDS.</p> <p>Subcontracting is limited to twenty percent (20%) of the project in accordance with the Bidding Documents.</p>
--	--

x-----x

<p><u>Issue No. 5</u> <u>Section V. Special Conditions of Contract</u></p> <p>GCC Clause 1 9.2 The Service Provider shall guarantee protection of data while in transit over the network.</p> <p>The prospective bidder would like to clarify expectations for this item. While Metro E is dedicated point-to-point, I-Gate is public domain.</p>	<p><u>Clarification No. 5</u></p> <p>The protection of data pertains to the AMLC External network such as /29 Public IPs, and Monitoring systems that are accessible over the AMLC network.</p>
<p><u>Issue No. 6</u> <u>Section VI. Schedule of Requirements</u></p> <p>4. The Service Provider shall perform the supply, delivery, installation, configuration, and testing of the Upgrade of internet subscription within sixty (60) calendar days from receipt of Notice to Proceed and the one year (12 Months) internet subscription shall commence upon final acceptance of the project as follows:</p> <ol style="list-style-type: none"> 1. 300 Mbps Internet Connection Service for AMLC Manila inclusive of router and other peripherals, as needed. 2. 200 Mbps Internet Connection Service for AMLC Quezon City inclusive of router and other peripherals, as needed. 3. 200 Mbps Leased Line Connection between AMLC Manila and Quezon City inclusive of router and other peripherals, as needed. 4. Inclusive of Static /29 Public IP Address <p>The prospective bidder would like to clarify "other peripherals" and demarcation of the ISP and Customer</p>	<p><u>Clarification No. 6</u></p> <p>The Service Provider shall provide the Hardware and Software requirement for upgrade but not limited to Provision of Service entrance, Router, Fiber/Copper Cable, Conduits, etc. ETMG-ITSS shall be in-charged with the in-house wiring from Service Provider's Managed Router to AMLC Device and shall ensure that the required Bandwidth is attained.</p>

X-----X

<p>responsibilities. Said peripherals will be required of the ISP if this is not clarified. Exposure is variable on cost as said peripherals may range from FOC IHW, conduits, interfaces, etc.</p>	
<p><u>Issue No. 7</u> <u>Section VI. Schedule of Requirements</u></p> <p>9. The Service Provider shall deliver the necessary hardware, software, materials, and other components not mentioned in the specification but are required to operate the upgrade of internet subscription.</p> <p>The prospective bidder requests to specify the delineation of responsibilities between ISP and customer.</p>	<p><u>Clarification No. 7</u></p> <p>The Service Provider shall provide the Hardware and Software requirement for upgrade but not limited to Provision of Service entrance, Router, Fiber/Copper Cable, Conduits, etc. ETMG-ITSS shall take charge of the in-house wiring from Service Provider's Managed Router to AMLC Device and shall ensure that the required Bandwidth is attained.</p>
<p><u>Issue No. 8</u> <u>Section VI. Schedule of Requirements</u></p> <p>12. The Service Provider shall provide all the necessary hardware, terminations, and other services, materials, and equipment that are required and necessary for the successful implementation of the upgrade of internet connection.</p> <p>The prospective bidder requests to specify the delineation of responsibilities between ISP and customer.</p>	<p><u>Clarification No. 8</u></p> <p>The Service Provider shall provide the Hardware and Software requirement for upgrade but not limited to Provision of Service entrance, Router, Fiber/Copper Cable, Conduits, etc. ETMG-ITSS shall be in-charged with the in-house wiring from Service Provider's Managed Router to AMLC Device and shall ensure that the required Bandwidth is attained.</p>
<p><u>Issue No. 9</u> <u>Section VI. Schedule of Requirements</u></p> <p>15. The Service Provider should be responsible for maintaining the information obtained from the AMLC in strict confidentiality. The Service provider must sign and</p>	<p><u>Clarification No. 9</u></p> <p>The ETMG-ITSS clarifies that information obtained from AMLC pertains to any data, discussion, documents, materials, project manuals, software (applications and</p>

X-----X

<p>conform to the Non-Disclosure Agreement of the AMLC. Please refer to attached Annex A (<i>Non-Disclosure Agreement for Service Providers</i>)¹</p>	<p>platforms used), hardware and solutions used, and/or any other information that would compromise the confidentiality and security of AMLC information and the reputation of the AMLC. This information is treated with utmost confidentiality to protect the integrity of the financial system and prevent misuse.</p>
<p><u>Issue No. 10</u> <u>Section VII. Technical Specifications</u></p> <p>A. The Service Provider shall perform the supply, delivery, installation, configuration, and testing of the Upgrade of internet subscription within sixty (60) calendar days from receipt of Notice to Proceed and the one year (12 Months) internet subscription shall commence upon final acceptance of the project as follows:</p> <ol style="list-style-type: none"> 1. 300 Mbps Internet Connection Service for AMLC Manila inclusive of router and other peripherals, as needed. 2. 200 Mbps Internet Connection Service for AMLC Quezon City inclusive of router and other peripherals, as needed. 3. 200 Mbps Leased Line Connection between AMLC Manila and Quezon City inclusive of router and other peripherals, as needed. 4. Inclusive of Static /29 Public IP Address <p>The prospective bidder requests clarification on whether any extension beyond July 2024 would affect the contract terms, particularly on settlement.</p>	<p><u>Clarification No. 10</u></p> <p>The Service Provider must complete the supply, delivery, installation, configuration, and testing of the Upgrade of internet subscription within sixty (60) calendar days from receipt of Notice to Proceed.</p>

¹ Non-Disclosure Agreement for Service Providers is hereto attached as Annex 'A'.

x-----x

<u>Issue No. 11</u> <u>Section V. Special Conditions of Contract</u>	<u>Clarification No. 11</u>
3.3 Implementing black hole filtering or dropping of incoming and outgoing packets as means to proactively respond to Distributed Denial of Service attacks, without informing AMLC is also considered a service outage, without corresponding penalty.	ETMG-ITSS clarifies that this is an example of considered service outage to AMLC without a corresponding penalty.

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

ROMEO RAYMOND C. SANTOS
BAC Chairperson