



Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number 10730327
Procuring Entity ANTI-MONEY LAUNDERING COUNCIL
Title PR24-010: One Lot Upgrade of Internet Subscription Services
Area of Delivery Metro Manila

Solicitation Number:	PR24-010	Status	Active
Trade Agreement:	Implementing Rules and Regulations	Associated Components	1
Procurement Mode:	Public Bidding	Bid Supplements	0
Classification:	Goods	Document Request List	0
Category:	Internet Services	Date Published	06/04/2024
Approved Budget for the Contract:	PHP 4,020,000.00	Last Updated / Time	06/04/2024 00:00 AM
Delivery Period:	60 Day/s	Closing Date / Time	30/04/2024 09:00 AM
Client Agency:			
Contact Person:	Andrea Calderon Ladores BAC Secretariat Manila Manila Metro Manila Philippines 1004 <u>63-02-53023978</u> <u>aladores@amlc.gov.ph</u>		

Description

Invitation to Bid

1. The Anti-Money Laundering Council (AMLC), through the General Appropriations Act for FY 2024 intends to apply the sum of Php4,020,000.00 being the ABC to payments under the contract for One Lot Upgrade of Internet Subscription Services/ Purchase Request No. 24-010.

2. The AMLC now invites bids for the above Procurement Project. The supply, delivery, installation, configuration, and testing are required within sixty (60) calendar days from receipt of 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 starting on 18 to 29 April 2024 (from 9:00am to 11:00am only) at Room 507, 5/F, EDPC Building, 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 PhP5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the email address indicated below.

a. Participating bidders are requested to send an email requesting an appointment to procure bidding documents to the email address indicated below at least one (1) day within office hours (8:00AM to 5:00PM) before the intended date of purchasing of bidding documents.

6. The AMLC will hold a Pre-Bid Conference on 18 April 2024, 10:00AM 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. 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.

b. An invitation shall 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 30 April 2024, 9:00AM. 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 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 30 April 2024, 10:00AM at 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.

An invitation shall 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:

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Telephone Number: +632 8708-7922

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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

Pre-bid Conference

Date	Time	Venue
18/04/2024	10:00:00 AM	AMLIC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila and/or through video conferencing or webcasting via Zoom

Created by Andrea Calderon Ladores

Date Created 05/04/2024

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Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDDING DOCUMENTS

for

**ONE LOT UPGRADE OF INTERNET
SUBSCRIPTION SERVICES**

Purchase Request No. 24-010

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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 – Refers to 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 – Refer to 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 – Refers to 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 – Refers to 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– Refers to 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 – Refers to 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 – Refer to 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])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to 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 – refers to 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.



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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*.
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 - 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 pre-bid conference.
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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 *30 April 2024, 10:00AM* at **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.

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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.

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.

11. For further information, please refer to:

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4 April 2024



ROMEO RAYMOND D. SANTOS
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 ***ONE LOT UPGRADE OF INTERNET SUBSCRIPTION SERVICES*** with identification number [*Purchase Request No. 24-010*].

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 ***2024 MOOE Fund*** in the amount of **Php4,020,000.00** .

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:

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

- 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.

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.

- 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 of RA No. 9184 pursuant to Section 23.1 thereof.
- 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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either 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 (2) 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. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - 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) 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 delivered duty paid (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 the **BDS**.

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 Declaration² 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.

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.

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.

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 14 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 .
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Supply, Delivery, Installation, Configuration and Testing of Internet connection services for Dedicated Internet Access and Metro-Ethernet Services.</i> b. completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids.
7	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.
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 of RA No. 9184 pursuant to Section 23.1 thereof.
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.
10.1	<ul style="list-style-type: none"> • Compliance with the Technical Specifications must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. <p>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.</p> <p>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.</p> <ul style="list-style-type: none"> • 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. <p>Notarization of the foregoing documents shall comply with the <i>2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC)</i>, as amended by <i>Supreme Court En Banc Resolution dated 19 February 2008</i>, 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.</p>

12	The price of the Goods shall be quoted DDP <i>AMLC, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>Php80,400.00 [(2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Php201,000.00 [(5%) of ABC]</i> if bid security is in Surety Bond.
14.2	The Bid and bid security shall be valid within one hundred twenty (120) calendar days from date of submission.
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.
19.3	N/A
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: <ul style="list-style-type: none"> 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. Y2023 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; and d. Business Tax Returns (Value-Added Tax – Form 2550-Q) for the last quarter, per Revenue Regulations 3-2005.
21	Additional Contract Documents: The winning bidder shall post the Performance Security within 5 calendar days from receipt of Notice of Award 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. 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 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

<p>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.</p> <p>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.</p> <p>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.</p>

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 revised 2016 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 requirement shall always prevail.										
1	<p>Scope of Contract</p> <p style="text-align: center;">SERVICE LEVEL AGREEMENT OF INTERNET SUBSCRIPTION</p> <p>1. Incident/Service Request Response and Resolution Times</p> <p>1.1 The Service Provider shall establish a single point of contact call center operations or helpdesk with hotline numbers and email address to provide timely and responsive trouble reporting, incident handling, problem escalation and field support for all problem related issues and service requests.</p> <p>1.2 The Support for leased line incident/service requests must be acted upon immediately within the prescribed duration:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th colspan="2" style="text-align: center;">24 X 7 Phone / Email / On-site Support</th> </tr> <tr> <td style="text-align: center;">Incident Response Time</td> <td style="text-align: center;">Within 15 minutes</td> </tr> <tr> <td style="text-align: center;">Incident Resolution Time</td> <td style="text-align: center;">Within 2 hours</td> </tr> <tr> <td style="text-align: center;">Service Request Resolution Time</td> <td> ¹For critical severity: within 2 hours ²For high severity: within 4 hours ³For medium severity: within 12 hours ⁴For low severity: within 7 calendar days </td> </tr> <tr> <td style="text-align: center;">Hardware Replacement⁵</td> <td style="text-align: center;">Within 48 hours</td> </tr> </table> <p>¹ A request due to a fault which renders the Client unable to perform necessary business operations.</p> <p>² A request due to a fault which causes limitations or restrictions in the use of important functionality of the Maintained System while still</p>	24 X 7 Phone / Email / On-site Support		Incident Response Time	Within 15 minutes	Incident Resolution Time	Within 2 hours	Service Request Resolution Time	¹ For critical severity: within 2 hours ² For high severity: within 4 hours ³ For medium severity: within 12 hours ⁴ For low severity: within 7 calendar days	Hardware Replacement ⁵	Within 48 hours
24 X 7 Phone / Email / On-site Support											
Incident Response Time	Within 15 minutes										
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Hardware Replacement ⁵	Within 48 hours										

allowing the Client to use the service for necessary business operations.

¹³ *A request due to a fault which causes the Client to suffer inconvenience in performing day-to-day business operations while still allowing the Client to use the service and all-important functionality for necessary business operations.*

¹⁴ *A request due to a fault causing problems that are cosmetic in nature which have little or no effect on the Client's business operations.*

¹⁵ *Hardware Replacement is upon confirmation that the Service Provider managed unit is defective.*

1.3 Backup contingency measures such as deployment of spare or service units should simultaneously be performed during problem resolution. For hardware replacements:

1.3.1 The Service Provider must replace the defective equipment, module, or subcomponent installed on the affected device with a replacement unit similar or higher in specification to the defective item without additional cost to AMLC within the day of confirmation of the defect by the Service Provider.

1.3.2 The Service Provider must provide replacement of the defective equipment, module, or subcomponent installed on the affected device within two (2) working days should there be no available spares similar or higher in specifications of the defective equipment or component.

1.4 The Service Provider must provide ETMG-ITSS regular updates every thirty (30) minutes until Incident Closure or Service Request Completion.

1.5 The Service Provider must conduct testing, quality assurance and client acceptance for every service accomplished.

1.6 Upon request, the Service Provider shall be available on-site to provide technical assistance to AMLC personnel during and after the implementation.

4.3 The Service Provider must provide Methods of Procedure (MOP) prior to any upgrade activity. Any scheduled downtime must be reflected in the MOP.

4.4 The Service Provider must perform a system check every two (2) months, with corresponding validation report to ensure that all System devices are activated and updated.

4.5 The Service Provider must conduct technical briefing/updates on the Solutions/Products/Services, as required by ETMG-ITSS.

5. Maintenance

5.1 The Service Provider shall always ensure zero downtime during Preventive Maintenance and Network Upgrades.

5.2 Preventive maintenance requiring reboot/shutdown must be scheduled by the Service Provider at least (5) working days before the intended date and must be acknowledged by AMLC prior to implementation.

5.3 The Service Provider must maintain operational spare or service units of equal or better specification in quality and quantity.

5.4 The Service Provider must submit Accomplished Service and Incident Reports within twenty-four (24) hours whenever installation, maintenance, and repair activities are performed.

5.5 The Service Provider shall perform health check and assessment of the leased circuits and solution and conduct last mile line testing every two (2) months to determine if an upgrade/remediation is necessary due to performance degradation or security vulnerabilities.

6. Reporting

6.1 The Service Provider must submit a detailed Service/Incident Report for every service requested/incident resolved. It shall include details of actions taken in resolving the problem.

6.2 Incidents resolved/Service Request completed through phone or email shall also require the submission of Service Reports.

2.4 The computation for the service's availability shall be based on the Network Management and Monitoring Reports and the consolidated Outage Reports for the month.

3. Performance

3.1 Incrementing values on router interface error detection parameters (input errors, CRC errors, input/output drops, interface resets, framing errors, abort errors, etc.) shall be considered a network outage and is subject to corresponding penalty.

3.2 Intermittent condition of leased lines is considered a service outage and is subject to corresponding penalty.

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, with a corresponding penalty.

3.4 The acceptable end-to-end average network latency measured in round trip time should not consistently exceed 70 milliseconds (ms) through "Ping" test from the Service Provider Customer Premise Equipment (CPE) to any server outside Philippines located within the Asia Pacific region. Exceeding the 70 ms threshold shall be considered a network outage and is subject to corresponding penalty.

4. Firmware/Software Upgrades

4.1 The Service Provider must provide the necessary registration, logon credentials, configuration, tools, equipment, and/or supplies to service the firmware/software upgrade request.

4.2 The Service Provider must provide continuous upgrades and installation of the latest stable firmware/software as required, upon advisory from the original product manufacturer and recommendation and validation by ETMG-ITSS. Upgrades shall be implemented without additional cost to AMLC.

1.7 A Service Report must be provided for every Support Activity and should be acknowledged and signed by the attending ETMG-ITSS representative.

1.8 The Service Provider shall provide technical support such as but not limited to transfer, relocation, modification and upgrade of network devices and cabling facilities.

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 was 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.

1.10 Failure to resolve Incident/Service Requests, configuration changes without AMLC approval and delayed submission of service reports within the prescribed Resolution Times would mean infraction on the Service Provider's Monthly Recurring Cost (MRC). See *Item 7 - Network Outage Computation, Penalties and Rebates*.

2. Availability

2.1 The leased line services should be available 24 hours a day 7 days a week including holidays.

2.2 The Network Outage Time will continue if same problem persists within 24 hours after AMLC accepted recovery time.

2.3 The Dedicated Internet Access Service should have an end-to-end service availability of 99.60% measured monthly and is expressed as:

$$\frac{(\text{Hours in a Day} \times \text{Days in a Month}) - \text{Total Network Outage Time in Hours}}{(\text{Hours in a Day} \times \text{Days in a Month})} \times 100$$

6.3 The Service Provider shall submit a daily progress report on the status of an Incident/Service Request if resolution duration extends beyond 24 hours.

6.4 The Service Desk shall submit notification of the Trouble Ticket closure along with the Outage/Service Report through email.

6.5 Submitted Trouble Ticket for each incident shall remain open until a written Outage Report provided by the service provider is accepted by AMLC. The report should contain, but not limited to, the following information:

6.5.1 Reported downtime and uptime / Details of Service Request

6.5.2 Total recorded downtime / Completion Date of Service Request

6.5.3 Root-cause of problem

6.5.4 Details of actions, repairs, troubleshooting, and remediation done

6.5.5 Technical and supervising personnel involved in the problem resolution.

6.5.6 Recommendations/Action Plans

6.6 Failure to submit the incident/service report within the specified period shall translate to corresponding penalties. Refer to *Items 7 – Network Outage Computation, Penalties and Rebates*.

7. Network Outage Computation, Penalties and Rebates

7.1 Penalty Computation based on Outages.

Condition	Start Date / Time (A)	End Date / Time (B)	Total Network Outage (C)
Packet Drops, Black hole filtering or any Layer 3/ routing issues	Upon escalation to Service Provider	Upon monitoring and validating that the affected service is UP and STABLE ⁶	C = B - A
Intermittent Connection ¹ , High Latency ² or Interface Errors ³	Actual downtime recorded from Network Monitoring System		
Regular/Last Mile ⁴ and Network ⁵ Outages			

¹ Inconsistent connection to the network demonstrating an unstable link, which may be validated through Network Monitoring logs and "Ping" test.

² The end-to-end average network latency measured in round trip time has consistently exceeded 40 milliseconds (ms) through "Ping" test.

³ Interface statistics of branch router has shown incrementing values on error detection parameters (input errors, CRC errors, input/output drops, interface resets, framing errors, abort errors, etc).

⁴ Problems on "Last Mile" connection, referring to the final leg or segment of the Wide Area Network delivering connectivity to the AMLC branch office.

⁵ Fiber Optic Cable cut, network congestion, and other related problems arising from the Service Provider's Core Network.

⁶ Network Link will be considered STABLE if any of the given conditions do not recur within the next 24-hour observation period.

7.2 Penalty Computation based on Service Requests and Reports

Condition	Start Date / Time (A)	End Date / Time (B)	Delay Computation (C)
Applying configuration changes without AMLC's approval	N/A	N/A	C = B - A
Delayed response/completion of Service Requests	Upon Date of Service Request	Upon Date of Service Request Completion	Equivalent to 8 hours service outage for every day of delay on submission
Delayed submission of RFO, Service, or Monthly Reports	Upon AMLC-initiated Ticket Request Closure	Upon receipt of AMLC-Acknowledged Reports	

7.3 The following Rebate/Penalty Table shall apply to the monthly recurring cost as penalty if SLA is not achieved:

Total Duration of Unscheduled Downtime in a Month	Total Amount Payable to Telecommunications Service Provider
Less than 1 Hour and 26 minutes (>99.60%)	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)

7.4 The MRC shall be withheld when monthly reports are incomplete, unsubstantial or commitments defined in this Bidding Documents and Service Level Agreement are not complied with and service shall not be subjected to disconnection.

8. Exclusions for Service Outages

Service Outage shall not include any downtime caused by or associated with the following events if applicable:

8.1 Fortuitous events and force majeure; including, but not be limited to, fire, flood, explosion, war, strike, embargo, government requirement or act, acts of civil or military authority, acts of God and inability to obtain necessary raw materials or supplies.

8.2 Scheduled Maintenance and/or upgrade activities; the Service Provider shall give advance notification and seek approval from AMLC any necessary Scheduled Maintenance works.

8.3 Equipment, application and circuit malfunction and/or failure, or any fault identified as arising from a fault in AMLC network equipment or access circuit.

8.4 Park Time Considerations

8.4.1 Dependencies on entry or work permits for incidents that would require access to AMLC premises for the corrective actions to be completed.

8.4.2 For incidents on High Latency, Interface Errors, and Intermittent Connections; park time would be the interval between the time an initial update was provided by Telco and the start time of test window allotted by AMLC for intrusive link testing.

9. Security

9.1 The Service Provider shall not have administrator rights or have passwords to access and configure AMLC-Managed devices.

9.2 The Service Provider shall guarantee protection of data while in transit over the network.

9.3 The Service Provider must abide by AMLC rules and regulations at all times.

9.4 The Service Provider shall proactively be involved in deterring, mitigating, and resolving possible security threats.

9.5 The Service Provider shall provide facilities with protection from cable theft or pilferage as well as emergency response thereof.

10. Consultations and Technology Updates

The Service Provider shall provide consultation and technology updates related to Dedicated Internet Access Services as requested without additional cost to AMLC.

11. Continuity of Business (COB)

11.1 The Service Provider warrants that it has and will maintain throughout the term of this Agreement its capability to continue its operations, to recover and resume the service(s) provided to AMLC under this Agreement within the agreed service levels in the event of any disruption (e.g. natural or man-made) affecting the Service Provider. The Service Provider further represents and warrants that it has a Business Continuity Plan (BCP) that is tested for the recovery and resumption of its service(s) provided to the AMLC under this Agreement.

11.2 This Service Level Agreement shall be subject for annual review and further amendments to incorporate AMLC’s future business continuity requirements.

For Bidder/ Service Provider only

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company Name

Date

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 abroad, state: “The delivery terms applicable to the Contract are DDP delivered AMLC, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila. In accordance with INCOTERMS.”

For Goods supplied from within the Philippines, state: “The delivery terms applicable to this Contract are delivered [MLC, 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 **Mr. Albert N. Pineda**.

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 of the 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:

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights:</p> <p>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.</p>

2	Advance Payment and Terms of Payment			
2.2	The terms of payment shall be as follows:			
	Payment No.	Payment Description	Completion Criteria	% of Payment
1 of 13	Implementation Services of the Upgrade of Internet Subscription	<ul style="list-style-type: none"> • Submission of Proof of Entitlement and Delivery receipt • Completion and Acceptance of the Upgrade of Internet Subscription Services. • Issuance by the AMLC of Certificate of Completion 	100% cost of the implementation cost, subject to deduction of 5% retention money.	
2 to 13	<ul style="list-style-type: none"> • Subscription for 300 Mbps Internet Connection Service for AMLC Manila • Subscription for 200 Mbps Internet Connection Service for AMLC Quezon City • Subscription for 200 Mbps Leased Line Connection between AMLC Manila and Quezon City 	<ul style="list-style-type: none"> • After monthly billing cycle for a period of 12 months • Issuance by the AMLC of Certificate of Completion of Services Rendered 	100% cost of the Monthly recurring charge:	<ul style="list-style-type: none"> • 300 Mbps Internet Connection Service for AMLC Manila • 200 Mbps Internet Connection Service for AMLC Quezon City • 200 Mbps Leased Line Connection between AMLC Manila and Quezon City
<p>Payments shall be made only upon the issuance of the Certificate of Completion within 30 days.</p>				

3	<p>Performance Security</p>								
	<p>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:</p> <table border="1" data-bbox="400 421 1358 1435"> <thead> <tr> <th data-bbox="400 421 1046 667">Form of Performance Security</th> <th data-bbox="1051 421 1358 667">Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 667 1046 913">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.</td> <td data-bbox="1051 667 1358 913">Five percent (5%)</td> </tr> <tr> <td data-bbox="400 913 1046 1256">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 to issue such financial instrument</td> <td data-bbox="1051 913 1358 1256"></td> </tr> <tr> <td data-bbox="400 1256 1046 1435">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.</td> <td data-bbox="1051 1256 1358 1435">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)	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 to issue such financial instrument		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%)
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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	<p>Inspection and Tests</p>								
	<p>The inspections and tests that will be conducted:</p> <ul style="list-style-type: none"> • <i>Inspection: Upon delivery of Goods</i> • <i>Testing: Upon completion of project implementation</i> 								
5	<p>Warranty</p>								
5.1	<p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the total Contract Price, in accordance with GPPB Resolution No. 30-2017.</p> <p>The said amounts shall only be released after the lapse of one (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>								

	After the lapse of the period, the Procuring Entity shall release the retention money or special bank guarantee, <i>Provided</i> , that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.
6	Liability of Supplier
	As provided in the GCC.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>The Service Provider shall perform the supply, delivery, installation, configuration, and testing of the Upgrade of Internet Subscription for the AMLC Head Office Manila and AMLC-SPC Office Quezon City as stated in the Section VII, Technical Specification.</p> <p>PROJECT IMPLEMENTATION</p> <ol style="list-style-type: none"> 1. The designated project manager(s) contact person(s) and technical personnel by the supplier shall liaison with the representatives from the Information Technology Support Staff (ITSS) of AMLC. The project manager(s) and contact person(s) shall perform project planning, schedule activities, and ensure the successful completion of the project. 2. The Service Provider shall secure from Information Technology Support Staff (ITSS) of AMLC the necessary entry and work permits for the authorized personnel of the supplier who will conduct inspection, delivery, installation, tests, and other work services at the AMLC site and shall comply with the protocols required by the Bangko Sentral ng Pilipinas and AMLC to gain entry in the AMLC premises and shall be coordinated with ITSS three (3) days before the intended service. 3. The Service Provider shall conduct project kickoff/launching and shall present the method of procedure for the internet connectivity upgrade project. 4. The Service Provider shall perform the supply, delivery, installation, configuration, and testing of the Upgrade of internet subscription as follows: <ol style="list-style-type: none"> 4.1 300 Mbps Internet Connection Service for AMLC Manila 	1 Lot	1 Lot	Supply, delivery, installation, configuration, and testing are required within sixty (60) calendar days from receipt of Notice to Proceed.

	<p>inclusive of router and other peripherals, as needed.</p> <p>4.2 200 Mbps Internet Connection Service for AMLC Quezon City inclusive of router and other peripherals, as needed.</p> <p>4.3 200 Mbps Leased Line Connection between AMLC Manila and Quezon City inclusive of router and other peripherals, as needed.</p> <p>4.4 Inclusive of Static /29 Public IP Address</p> <p>5. The internet subscription shall commence upon final acceptance of project with one (1) year coverage.</p> <p>6. The Service Provider shall conduct user acceptance testing of the upgrade of internet subscriptions.</p> <p>7. The Service Provider shall surrender System Administration Accounts and/or license keys to ITSS-AMLC.</p> <p>8. The Service Provider must submit the following documents as part of deliverables:</p> <ul style="list-style-type: none"> a. Delivery Receipt b. Network Layout of AMLC c. Acceptance Of Service Form d. Proof/Certificate of Entitlement <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>10. The supplier shall conduct project close-out meeting.</p> <p>11. The Service Provider shall conform to the service level agreement for the upgrade of internet subscription (Refer to Section V. Special Conditions of Contract – GCC Clause 1).</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>13. The Service Provider's personnel/ representatives shall always abide by existing AMLC rules and regulations.</p> <p>14. The Service Provider must not disclose any documents, materials, project manuals, software (applications and platforms used) and hardware inventory lists, solutions used, and or any information that would compromise the position of AMLC during and after the execution of contract.</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 conform to the Non-Disclosure Agreement of the AMLC. (Refer to attached Annex A (Non-Disclosure Agreement for Service Providers))</p>			
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Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

CONFIDENTIALITY UNDERTAKING

The [Service Provider], duly represented by its [Position], [Name], with office address at [address] (Service Provider), agree to enter into this Confidentiality Undertaking with the Anti-Money Laundering Council (AMLC).

WITNESSETH:

WHEREAS, Rule 5, Section 1.3.1, of the 2018 Implementing Rules and Regulations (IRR), in relation to Section 8-A of Republic Act No. 9160, otherwise known as the Anti-Money Laundering Act of 2001, as amended (AMLA), states that the Council and the officers and staff of the Anti-Money Laundering Council (AMLC) shall securely protect all information it receives or processes.

WHEREAS, the AMLC, incidental to the performance of its functions, needs to transact with non-AMLC personnel, including provision for access in the AMLC premises, for authorized representatives of domestic and foreign competent authorities and covered persons, janitorial and maintenance personnel, suppliers and service providers, and contractual and job order personnel, among others.

WHEREAS, Rule 5, Section 1.3.2, of the 2018 IRR, in relation to Section 8-A of the AMLA, authorizes the AMLC to formulate and adopt measures to ensure security and confidentiality of AMLC information, including procedures for the protection of and access to such information, office premises, records and information technology systems.

WHEREAS, Section 1.3 of the AMLC Document Security Protocol defines "Confidential Information" as information and matter the unauthorized disclosure of which, while not endangering the national security, would be prejudicial to the interest or prestige of the nation or any government activity, or would cause administrative embarrassment or unwarranted injury to an individual or would be of advantage to a foreign nation, such as (a) confidential operations of the AMLC in the exercise of its duties, (b) official data gathered from covered persons, law enforcement agencies, (c) routine intelligence reports, (d) covered and suspicious transaction reports, (e) requests from the Egmont Secure Web (ESW); (f) technical matters which has a distinct military value, and (g) certain personnel records; and (h) investigations and documents of a personal and disciplinary nature.

WHEREAS, Section 14(f) of the AMLA authorizes the AMLC to impose administrative sanctions in amounts not exceeding Five Hundred Thousand Philippine Pesos (P500,000.00) per violation of the AMLA, its implementing rules and regulations, and other AMLC issuances.

NOW THEREFORE, for and in consideration of the foregoing premises, the undersigned undertakes the following:

1. Not to disclose any data, discussion, documents, materials, project manuals, software (applications and 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;

2. Not to use, reproduce, or transfer any of the confidential information of the AMLC, unless otherwise authorized;
3. Not to copy or reverse engineer any of the confidential information;
4. Solely and exclusively use the confidential information in accordance with the terms of the project or purpose of the transaction in order to carry out its functions and/ or business activities for the completion of the said project or transaction;
5. Maintain in strict confidentiality any information received or processed from the AMLC even after the completion of the project or transaction; and,
6. Surrender to the AMLC, upon termination of the project or transaction, all confidential information obtained in the course of the performance of undersigned's functions and/or business activities.

FURTHER, the Service Provider agrees that violation of the foregoing undertaking shall be grounds for the AMLC to seek the appropriate and legal remedies.

FINALLY, the Service Provider fully understands that any violation of this Confidentiality Undertaking shall subject them to sanctions in accordance with existing laws and regulations.

In witness hereof, the Service Provider hereunto executes this Confidentiality Undertaking on _____ at _____.

[Name]
[Position]

For:

[Service Provider]

Republic of the Philippines)
City of _____) S.S.

SUBSCRIBED AND SWORN to before me this _____ at _____.
Affiant presented his/her _____ as competent proof of identity, issued on
_____ at _____.

NOTARY PUBLIC

Section VII. Technical Specifications

[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.]

Item	Specification	Statement of Compliance	Reference
A.	<p>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 		
B.	Other requirements		
B.1	Must submit updated Proof of Peering/Certification from different Tier 1 backbone direct connections to any of the major International Internet Exchanges and must guarantee AMLC’s Internet traffic premium access to this network.		
B.2	Guaranteed dedicated 1:1 ratio and bandwidth from clients to the global internet.		
B.3	Must submit updated Proof of Peering/Certification from Local Internet Exchange and must guarantee AMLC’s Internet traffic premium access to this network.		

B.4	Provision for termination block/box end user to last mile must be provided by the service provider.		
B.5	Last Mile Connection must be Fiber Optic dedicated leased line with Ethernet termination (RJ-45).		
B.6	The Service Provider shall sign and conform to the service level agreement for the internet subscription (refer to section v. special Conditions of Contract – GCC Clause 1).		
B.7	Provision for 24/7 system monitoring and reporting tool that would show historical and real-time performance of the Internet service i.e MRTG of each of the sites with full administration access.		
B.8	The Service Provider must certify that the cable facility being used in the last mile connectivity is exclusively owned and operated by the Internet Service Provider.		

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company Name

Date

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) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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

- (g) 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

- (h) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) *[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.

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

Section IX. Bidding Forms

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Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Currency Commission or gratuity
---------------------------	---

_____	_____
_____	_____
_____	_____

(if none, state "None")]

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 pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
 [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	300 Mbps Internet Connection Service for AMLC Manila inclusive of router and other peripherals, as needed.								
	200 Mbps Internet Connection Service for AMLC Quezon City inclusive of router and other peripherals, as needed.								
	200 Mbps Leased Line Connection between AMLC Manila and Quezon City inclusive of router and other peripherals, as needed.								
	Implementation Services								

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad
 [shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Contract/Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT/AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] 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.

MATTHEW M. DAVID
Executive Director

for:

Anti-Money
Laundering Council

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:

[Insert Name of 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:

Matthew M. David	Government-Issued ID/No. _____	Date/Place of Issue _____
	Community Tax Certificate No. _____	Date/Place of Issue _____
_____	Government-Issued ID/No. _____	Date/Place of Issue _____
	Community Tax Certificate No. _____	Date/Place of Issue _____

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 202_

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert 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. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal on _____.

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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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal on _____.

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Bank Guarantee Form for Advance Payment

To: *Anti-Money Laundering Council*
[Project Title]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 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

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

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 be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) 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 No. 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; and
 - 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 this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert 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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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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: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

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].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert 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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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