



Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number 11311749
Procuring Entity ANTI-MONEY LAUNDERING COUNCIL
Title PR2-018: One (1) Lot Annual Subscription of Existing Artificial Intelligence Software Maintenance and Support
Area of Delivery Metro Manila

Solicitation Number:	PR24-018	Status	Active
Trade Agreement:	Implementing Rules and Regulations		
Procurement Mode:	Public Bidding	Associated Components	1
Classification:	Goods		
Category:	Information Technology	Bid Supplements	0
Approved Budget for the Contract:	PHP 50,465,534.00		
Delivery Period:	30 Day/s	Document Request List	0
Client Agency:			
Contact Person:	Art Ryan P. Negapatan Bank Officer IV (Head, BAC Secretariat) Rm 612, 5/F EDPC Bldg., BSP Complex Manila Metro Manila Philippines 1004 63-2-87087065 anegapatan@amlc.gov.ph	Date Published	02/10/2024
		Last Updated / Time	02/10/2024 00:00 AM
		Closing Date / Time	22/10/2024 10:00 AM

Description

Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

Invitation to Bid

1. The Anti-Money Laundering Council (AMLC), through the 2024 General Appropriations Act and Maintenance and Other Operating Expenses Fund intends to apply the sum of Fifty Million Four Hundred Sixty-Five Thousand Five Hundred Thirty-Four Pesos (PHP50,465,534.00) being the Approved Budget for the Contract (ABC) under the contract for ONE (I) LOT – ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE MAINTENANCE AND SUPPORT. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The AMLC now invites bids for the above Procurement Project. Delivery of the Goods is required within Thirty (30) calendar days after receipt of Notice to Proceed, subject to the delivery schedule under "Section VI Schedule of Requirements" of these Bidding Documents. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in

the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

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

5. A complete set of Bidding Documents may be acquired by interested Bidders on appointment basis at Gate 3, Bangko Sentral ng Pilipinas Complex, Malate, Manila 1004 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP50,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the email address indicated below.

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

Email address: anegapatan@amlc.gov.ph

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 before 22 October 2024, 10:00 AM. 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 22 October 2024, 10:01 AM 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:

Atty. Art Ryan P. Negapatan
anegapatan@amlc.gov.ph
Telephone Number: 0917-568-3344

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

01 October 2024

ROMEO RAYMOND C. SANTOS
BAC Chairperson

Line Items

Item No.	Product/ Service Name	Description	Quantity	UOM	Budget (PHP)
1	PR24-018	One (1) Lot Annual Subscription of Existing Artificial Intelligence Software Maintenance and Support	1	Lot	50,465,534.00

Pre-bid Conference

Date	Time	Venue
10/10/2024	10:00:00 AM	AMLC Conference Room Room 507 5/F EDPC Bldg. BSP Complex A. Mabini St. Malate, Manila and/or through videoconferencing or webcasting via Zoom

Created by Art Ryan P. Negapatan

Date Created 01/10/2024

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



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

Invitation to Bid

1. The ***Anti-Money Laundering Council (AMLC)***, through the ***2024 General Appropriations Act and Maintenance and Other Operating Expenses Fund*** intends to apply the sum of ***Fifty Million Four Hundred Sixty-Five Thousand Five Hundred Thirty-Four Pesos (PHP50,465,534.00)*** being the Approved Budget for the Contract (ABC) under the contract for ***ONE (1) LOT – ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE MAINTENANCE AND SUPPORT***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The AMLC now invites bids for the above Procurement Project. Delivery of the Goods is required ***within Thirty (30) calendar days after receipt of Notice to Proceed, subject to the delivery schedule under “Section VI Schedule of Requirements” of these Bidding Documents***. Bidders should have completed, within ***three (3) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from AMLC and inspect the Bidding Documents at the address given below from ***8:00AM to 4:30PM Monday to Friday***.
5. A complete set of Bidding Documents may be acquired by interested Bidders ***on appointment basis*** at Gate 3, Bangko Sentral ng Pilipinas Complex, Malate, Manila 1004 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***PhP50,000.00***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the email address indicated below.

6. The AMLC will hold a **Pre-Bid Conference**¹ on **10 October 2024, 10:00 AM** 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.
- Email address: anegapatan@amlc.gov.ph
- 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 before **22 October 2024, 10:00 AM. 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 **22 October 2024, 10:01 AM** 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.

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:

Atty. Art Ryan P. Negapatan

anegapatan@amlc.gov.ph

Telephone Number: 0917-568-3344

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

01 October 2024



ROMEO RAYMOND C. SANTOS

BAC Chairperson



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDDING DOCUMENTS

for

ONE (1) LOT – ANNUAL SUBSCRIPTION OF
EXISTING ARTIFICIAL INTELLIGENCE
SOFTWARE LICENSE, MAINTENANCE AND
SUPPORT

Purchase Request No. 24-018

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Invitation to Bid	7
Section II. Instructions to Bidders	10
1. Scope of Bid	10
2. Funding Information	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders	11
6. Origin of Goods	11
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	13
13. Bid and Payment Currencies	13
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	20
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	31
Section VII. Technical Specifications	33
Section IX. Bidding Forms	45

Bid Form for the Procurement of Goods	46
Price Schedule for Goods Offered from Within the Philippines	48
Price Schedule for Goods Offered from Abroad	49
Contract/Agreement Form for the Procurement of Goods (Revised)	50
Omnibus Sworn Statement (Revised)	53
Secretary's Certificate	56
Bid Securing Declaration Form	58
Performance Securing Declaration (Revised)	60

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.



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

Invitation to Bid

1. The ***Anti-Money Laundering Council (AMLC)***, through the ***2024 General Appropriations Act and Maintenance and Other Operating Expenses Fund*** intends to apply the sum of ***Fifty Million Four Hundred Sixty-Five Thousand Five Hundred Thirty-Four Pesos (PHP50,465,534.00)*** being the Approved Budget for the Contract (ABC) under the contract for ***ONE (1) LOT – ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE MAINTENANCE AND SUPPORT***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The AMLC now invites bids for the above Procurement Project. Delivery of the Goods is required ***within Thirty (30) calendar days after receipt of Notice to Proceed, subject to the delivery schedule under “Section VI Schedule of Requirements” of these Bidding Documents***. Bidders should have completed, within ***three (3) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from AMLC and inspect the Bidding Documents at the address given below from ***8:00AM to 4:30PM Monday to Friday***.
5. A complete set of Bidding Documents may be acquired by interested Bidders ***on appointment basis*** at Gate 3, Bangko Sentral ng Pilipinas Complex, Malate, Manila 1004 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***PhP50,000.00***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the email address indicated below.

6. The AMLC will hold a **Pre-Bid Conference**¹ on **10 October 2024, 10:00 AM** 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.
- Email address: anegapatan@amlc.gov.ph
- 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 before **22 October 2024, 10:00 AM. 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 **22 October 2024, 10:01 AM** 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.

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:

Atty. Art Ryan P. Negapatan
anegapatan@amlc.gov.ph
Telephone Number: 0917-568-3344

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

01 October 2024



ROMEO RAYMOND C. 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 *ONE (1) LOT – ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE MAINTENANCE AND SUPPORT*, with identification *Purchase Request (PR) No. 24-018*.

The Procurement Project (referred to herein as “Project”) is composed of 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., 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 **Y2024 Maintenance and Other Operating Expenses** in the total amount of **Fifty Million Four Hundred Sixty-Five Thousand Five Hundred Thirty-Four Pesos (PHP50,465,534.00)**

2.2. The source of funding is:

- **NGA, the General Appropriations Act or Special Appropriations.**
- **Bidding will be conducted through open Competitive Bidding.**

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.

The present requirement refers to ONE (1) LOT – ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE MAINTENANCE AND SUPPORT.

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

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 not allowed.

If a bidder intends to use resources from an affiliate which is 100% owned by the bidder, there should be a Joint-Venture Agreement.

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 via Zoom 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 *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the 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 e.
 - 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 **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing 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 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	Absence of compliance or failure to comply with any of the following requirements or instructions shall be a ground for the rejection of the bid .
1.1	<p>The procuring Entity is: <u>ANTI-MONEY LAUNDERING COUNCIL (AMLC)</u></p> <p>The name of the Contract is: <u>ONE (1) LOT - ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE, MAINTENANCE AND SUPPORT.</u></p> <p>The identification number of the Contract is: <u>PR No. 24-018</u></p>
1.2	<p>The lot/item reference is/are: Procurement of ONE (1) LOT - <u>ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE, MAINTENANCE AND SUPPORT.</u></p>
2.1	<p>The Funding Source:</p> <ul style="list-style-type: none"> • The Government of the Philippines (GOP) through <i>2024 General Appropriations Act Maintenance and Other Operating Expenses Fund.</i> • <i>Approved Annual Procurement Plan for Y2024.</i> • <i>Approved Budget for the Contract (ABC) in the amount of <u>Fifty Million Four Hundred Sixty-Five Thousand Five Hundred Thirty-Four Pesos (PHP50,465,534.00).</u></i> <p>For the Procurement of <i>PR No 24-018</i>, <u>ONE (1) LOT - ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE, MAINTENANCE AND SUPPORT.</u></p>
5.3	<p>Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract shall be:</p> <ul style="list-style-type: none"> a. A similar contract refers to <u>any contract</u> which involves provision of Maintenance and Support Services and/or TigerGraph License Subscription related to Artificial Intelligence Software, including solution component such as: <ul style="list-style-type: none"> i. Graph Databases and Graph Studio ii. Machine Learning Workbench iii. Financial Crime Modules (Dashboards, Explorer, Alert and Case Management) b. completed within three (3) years prior to the deadline for the submission and receipt of bids; and c. in the amount equivalent to at least 50% of the approved budget for the contract.

7	Subcontracting is not allowed.
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	<p>The price of the Goods and Services shall be quoted DDP Room 507, 5/F, EDPC Building, BSP Complex A. Mabini Street, Malate, Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>The bid for components should not exceed the allotted budget for the <i>PR No 24-018, ONE (1) LOT - ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE, MAINTENANCE AND SUPPORT of Fifty Million Four Hundred Sixty-Five Thousand Five Hundred Thirty-Four Pesos(PHP50,465,534.00)</i>.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than PHP1,009,310.68 (2% of ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than PHP2,523,276.70 (5% of ABC) if bid security is in Surety Bond.
14.2	The Bid and bid security shall be valid within 120 days from date of submission.
15	<p>Bidders are required to use the specific templates provided under Section IX (Bidding Forms), if applicable.</p> <p>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.</p>

19.2	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p><u>ONE (1) LOT - ANNUAL SUBSCRIPTION OF EXISTING ARTIFICIAL INTELLIGENCE SOFTWARE, MAINTENANCE AND SUPPORT.</u></p> <p><i>ABC: PHP50,465,534.00, inclusive of all applicable taxes and other charges</i></p>
19.3	In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.
20	<p>3rd Envelope - Post Qualification Documents</p> <p>In cases, that only Valid PhilGEPS Registration Certificate (Platinum Membership) was presented during bid submission, the following shall be required to be submitted:</p> <ol style="list-style-type: none"> 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 Current Year Mayor's Permit/municipal licenses; and 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 Business Tax Returns (Value-Added Tax – Form 2550-Q) for the last quarter, per Revenue Regulations 3-2005. Current and valid Certification from the Product Manufacturer or Principal/Master Distributor stating that the contractor/bidder is an authorized/existing Certified Partner or Reseller of the Software.
21	<p>Additional Contract Documents:</p> <p>Citizens or organizations of a foreign country who wish to directly participate in the bidding process must provide a valid and verifiable proof that the laws or regulations of their country grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.</p> <p><i>[For software products sourced by local entity from foreign supplier]</i></p> <p>Certification from foreign software developer/owner/supplier authorizing to act as distributor / reseller / dealer of their software products in the Philippines.</p> <p><i>Use of Contract Documents and Information:</i></p> <p>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.</p> <p>The Supplier shall not divulge or communicate to any person or use or exploit for purpose whatsoever any confidential information which may or may have come to the Supplier's knowledge by reason of or in connection with the contract and shall prevent its employees, officers, agents and consultants from so acting.</p>

	<p>The Supplier shall ensure that its personnel, employees and other individuals given access to the Entity's records, documents, data, or equipment shall adhere strictly to the terms of the contract.</p> <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	Scope of Contract
	<p>1.1 Equivalency of Standards and Codes: Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods, services 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.</p> <p>Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “<i>or at least equivalent.</i>” References to brand names cannot be used when the funding source is the GOP.</p> <p>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.</p> <p>Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.</p> <p>1.2 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:</p> <p><i>For Goods supplied from abroad,</i> “The delivery terms applicable to the Contract are DDP delivered to AMLC, Room 507, 5/F, EDPG Building, BSP Complex, A. Mabini Street, Malate, Manila. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines,</i> “The delivery terms applicable to this Contract are delivered AMLC, Room 507, 5/F, EDPG 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.”</p>

For purposes of this Clause the Procuring Entity's Representative at the Project Site are ***Mr. Rodiguy M. Nool, and Mr. Lucky O. Leongson.***

1.3 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 and/or services;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods and or services;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods and/or services;
- d. performance or supervision or maintenance and/or repair of the supplied Goods and/or services, for a period 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 and/or services.

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.

1.4 Intellectual Property Rights:

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

1.5 Documentation

The Solution/Service Provider must provide softcopy and two (2) hardcopies (1 copy at HO, 1 copy at another Off site) of the following documents or its equivalent:

1.5.1 Application System updates/upgrades/patches;

1.5.2 Updated End-User Manual (e.g. systems procedure, systems flow charts, systems menus, systems screens, systems reports, systems function keys, systems error messages and handling); and

1.5.3 Updated System Administration Manual (changes in the system, updates/upgrades/patches etc.)

1.6 Indemnification

The Solution/Service Provider shall be liable for damages caused to any AMLC property, including non-tangible property such as, but not limited to, information or electronic data files, databases, and application software due to the fault or negligence of the Service Provider's

personnel. Damages shall be repaired by the service provider at its own expense and to the satisfaction of the AMLC.

1.7 Force Majeure

Except in respect of payment liabilities, neither party shall be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, government act, failure of the internet, or pandemic, provided the delayed party gives the other party prompt notice of the reasons for such cause.

1.8 Non-Disclosure Agreement

The Solution/Service Provider must not disclose any documents, materials, project manuals, software configurations and parameters used, or any other information that would compromise the AMLC. The Service Provider shall maintain any information obtained from the AMLC in strict confidentiality.

The Solution/Service Provider must agree and sign the AMLC's Confidentiality and Non-Disclosure Agreement.

1.9 Service Coverage

1.9.1 On-site and On-call Technical Support

- a) The Solution/Service Provider shall respond to service requests, incidents, and problems in the event the AI Solution becomes inoperable based on Support Service Response defined in item 1.11 below.
- b) The Solution/Service Provider shall extend consultation and technical advice when requested without additional cost; and
- c) The Solution/Service Provider must certify that it has business continuity and disaster recovery plans in case of fortuitous events such as, but not limited to, natural disasters and pandemic.

1.9.2 Subscription/License Services

- a) The Solution/Service Provider shall supply, facilitate and process all the necessary registration, logon credentials, and configuration for AMLC to download, access or enable the continuous use of Goods and/or Services covered by the Subscription/License Services; and
- b) The Solution/Service Provider shall make necessary adjustments or changes to meet the Service Subscription/License period.

1.10 Management of Software Updates and Upgrades

- 1.10.1 The Solution/Service Provider must perform installation services for all software version upgrades including security patches, fixes and other software updates as required; The Solution/Service Provider must ensure that the software upgrade, fixes and patches to be applied are substantially in accordance with its technical documentation that describes compatibility with the third-party components by providing the necessary drivers, fixes, patches, and updates at no additional cost to AMLC;
- 1.10.2 The Solution/Service Provider must provide technical assistance for software upgrade activities;
- 1.10.3 The Solution/Service Provider shall regularly send advisories of the latest software i.e. product version or release updates, when available;
- 1.10.4 The Solution/Service Provider shall apply the necessary software or system upgrade/update using the safest, tested and stable version to keep intended application running at an optimum, efficient and vulnerable free environment. This includes performing necessary backup, installation or reinstallation services.

1.11 Service Response

Service requests, Incidents, and Problems, in the event the AI Solution becomes inoperative shall be responded according to the following service response:

L1	Help Desk Support	Availability for Help Desk Support: 24 Hours x 7 days
L2	On Demand On-site Support	Availability for on-site support as may be needed: 8 Hours x 5 Working Days
L3	Online Support	Availability for online support as may be needed: 8 Hours x 5 Working Days
	Resolution Time	Within one (1) day upon receipt of incident call*

(For further details please refer to Section VII. Technical Specifications item No. 5 on Service Response Time.)

1.12 Service Report

Every performed service shall be supported by an accurate/detailed Service Report signed by end-user after completion of every service.

1.13 Quality of Service

- 1.13.1 The Solution/Service Provider warrants that the service shall be performed in a professional manner consistent with industry standards reasonably applicable to such services;
- 1.13.2 If AMLC considers that a breach of this warranty has occurred, the Solution/Service Provider shall be notified in writing stating the nature of the breach. The winning bidder shall be required to urgently correct any affected service in order to comply with the agreed service levels; and
- 1.13.3 The Solution/Service Provider shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel while in the performance of their duties or in the course of their assignment. The Solution/Service Provider shall assume full responsibility thereof and the AMLC shall be specifically released from any and all liabilities arising therefrom.

1.14 Penalties for Non-Compliance with the Service Level Agreement

The Service Provider shall be accountable for penalties resulting from non-compliance with the Service Level Agreement. For further details refer to item no. seven (7) of Section VII. Technical Specifications.

Definition of Terms:

- 1. **Software Installation** (incl. tools): Set-up of software in intended machine and related hardware infrastructure.
- 2. **Software Testing** (incl. tools): Checking by users of the out-of-the-box functionalities provided.
- 3. **Manuscript/Documentation Writing**: Creation of technical documents and manuals as needed by the organization.
- 4. **Minor enhancement**: refers to a revision or improvement to a system or product that enhance the functionality or features without significantly changing its overall direction or scope.
- 5. **Major enhancement**: involves upgrades or introduction of substantial improvements, expanded functionalities, or entirely new capabilities.
- 6. **Bug Fixes**: address defects or issues in software or systems. These defects can cause unintended behavior, crashes, or incorrect results. Such as but not limited to:

Misaligned Elements

Elements (buttons, text, images) not properly aligned within the layout.

Unresponsive Designs

UI components (buttons, menus) not responding to user interactions.

Broken Links

Hyperlinks leading to non-existent pages or resources.

Inconsistent Styling

Different fonts, colors, or styles across pages or components.

Form Validation Errors

Incorrect validation messages.

Accessibility Issue

UI not meeting accessibility standards (e.g., missing alt text for images).

Backend Bugs (related to UI/UX):

Slow API responses affecting UI loading times.

7. **Errors:** refer to deviations or inconsistencies from the intended design or content that do not significantly impact overall functionality and need correction. (e.g. formatting issue, misspelled labels, misalignment of elements in the webpages, etc.)
8. **Service Request:** requests for standard change in configuration or inquiries on the implemented AI solution.
9. **Incidents:** unplanned downtimes or issues that need to be resolved or troubleshoot.
10. **Problems:** In instances where recurring incidents are identified, Support will promptly initiate the creation of a problem ticket to systematically track the resolution process. Conduct thorough investigations aimed at identifying the root cause of the issue. The collaborative effort of the support group will culminate in the delivery of a comprehensive Root Cause Analysis (RCA) report to the client, facilitating informed decision-making and proactive measures to prevent future occurrences.
11. **Scope Change:** Involve significant modifications to the system structure (e.g. databases/applications), new features, or major performance improvements, it may lead to a change in the project scope.
12. **No Scope Change:** Minor enhancements, errors, and/or bug fixes typically do not alter the project scope significantly and can be managed within the existing project framework.

PRIORITIZATION AS DEFINED:

1. **Critical:** Issues that require immediate attention due to their severe impact on functionality, safety, or security.
2. **High:** Important issues that need prompt resolution but may not be as severe as critical ones.
3. **Medium:** Issues that impact usability or efficiency but are not urgent.
4. **Low:** Non-urgent issues or enhancements that can be addressed later.

Advance Payment and Terms of Payment

Item Number	Description	Completion Criteria	Payment
1	Subscription Services for One (1) Year	<p>Successful uploading of license, updating and testing</p> <p>Submission of Proof of Entitlement/Maintenance Agreement/License Key.</p> <p>Upon issuance by the AMLC of Certificate of Completion of Services Rendered</p>	100% of Subscription Cost
2	Technical/ Maintenance Support Services	<p>Upon issuance by the AMLC of Certificate of Completion of Services Rendered.</p> <p>Signed Monthly Report for routine checks on the implemented AI Solution (such as Data Quality, implemented ML Models and Airflow, etc.).</p> <p>Incidental Reports and/or completed service tickets</p> <p><i>(Note: There shall be no unresolved incident or issue prior to the issuance of Certificate of Completion)</i></p>	25% of Technical/ Maintenance Support Services Cost to be paid quarterly

Payment Scheme:

Payment to Service Provider shall be within 30 calendar days from the issuance of the Certificate of Completion by the AMLC Inspection and Acceptance Committee together with the submitted Statement of Account, or Billing Statement for the services rendered by the service provider.

2.2

The terms of payment shall be One-time payment net of applicable taxes, retention money, penalties for non-compliance with SLA, and upon issuance of Certificate of Completion for each of the Services Rendered. (refer to Item 5.1)

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> <tr> <th>Form of Performance Security</th><th>Amount of Performance Security</th></tr> <tr> <td>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>Five percent (5%)</td></tr> <tr> <td>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>Five percent (5%)</td></tr> <tr> <td>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>Thirty percent (30%)</td></tr> </table>	Form of Performance Security	Amount of Performance Security	a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)	b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument	Five percent (5%)	c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
Form of Performance Security	Amount of Performance Security								
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)								
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument	Five percent (5%)								
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)								
4	Inspection and Tests								
	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <i>Inspections of Certificate/ Proof of Entitlement.</i> <i>Inspections on compliance with the requirements of the Bidding Documents, including Technical Specifications and Schedule of Requirements; and</i> <i>User Acceptance Tests on the complete delivery specified in the Technical Specifications and whatever agreed upon during the project sign off.</i> 								
5	Warranty								
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> <p>After the lapse of the period, the Procuring Entity shall release the retention money or special bank guarantee, <i>Provided</i>, that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.</p>								
6	Liability of the Suppliers								

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	The Solution/Service provider shall be responsible for the one (1) year Supply, Delivery, Installation(if applicable), Configuration and Testing, of all the appropriate software license and related maintenance and support services for the implemented AI system in operation as stated in Section VII. Technical Specifications	1 Lot	1 Lot	
	Certificate/Proof of Entitlement for Subscription/License			
	Software solution, all related tools and other software; make the delivered items operational including fine tuning, optimization, and integration activities.			
	PROJECT IMPLEMENTATION <ul style="list-style-type: none"> The supplier shall secure from the 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 three (3) days before the intended service. The Service Provider shall conduct project kickoff/launching. The Service Provider shall submit the following 			Within thirty (30) calendar days form receipt of Notice to Proceed.

	<p>documentation after project kick-off meeting:</p> <ul style="list-style-type: none"> a. Project Responsibility Assignment Matrix (RAM) b. Project Gantt Chart/Schedules <ul style="list-style-type: none"> • The Service provider shall surrender System Administration Accounts and/or license keys to AMLC. The Service provider shall deliver the necessary software, materials, licenses, and other components not mentioned in the specifications but are required to operate the AI System. (if applicable) 			
--	---	--	--	--

Section VII. Technical Specifications

Item	Specification	Compliance	Reference
1	Scope of Work		
	<ul style="list-style-type: none"> • The Solution/Service provider shall be responsible for the one (1) year Supply, Delivery, Installation (if applicable), Configuration and Testing, of all the appropriate software licenses and related maintenance and support services necessary to keep the implemented AI system in operation. (Development and Production Servers) • Provide the necessary updates/patches/fixes/drivers files and/or firm/software packages and provide technical guidance such as instructional manuals or procedures depending on the supported versions/releases with the discretion of AMLC. • Provide support services for the operation and maintenance of the implemented AI solution from Data Servicing Layer, TigerGraph Layer, and Data Science Layer. <ol style="list-style-type: none"> 1. TigerGraph Platform 2. PostgreSQL 3. Jupyter Notebook 4. Apache Airflow DAGs 5. ETL Scripts 6. Machine Learning and NLP models • Provide all necessary reports (e.g. Services, Incidents, Problems, etc.) as required by the AMLC. • The AMLC must be notified in advance for any activity and/or actions to be performed. • The designated project manager(s) contact person(s) and technical personnel by the supplier shall liaison with the representatives from the AMLC. The project manager(s) and contact person(s) shall perform project planning, schedule activities, and ensure the successful completion of the project. • Monitoring plan for the implemented AI Solution. • The Service Provider must conduct the diagnostic assessment and submit monthly report for routine checks on the implemented AI Solution (such as Data Quality, implemented ML Models and Airflow, etc.). 		

	<ul style="list-style-type: none"> • The Service Provider shall conduct the one (1) year Supply, Delivery, Installation (if applicable), Configuration and Testing, of all the appropriate software licenses and related maintenance and support services for the implemented AI system Platform (Development and Production Servers). • The Service provider must submit the following documents as part of the deliverables one (1) month before the contract ends to be conducted by the service provider: <ul style="list-style-type: none"> a. Configuration Plan (if applicable) b. Technical Architecture (if applicable) c. User Acceptance Test Results (if applicable) d. Certificate of Attendance (KT Session) e. Monthly Report for routine checks on the implemented AI Solution (such as Data Quality, implemented ML Models and Airflow). f. Incidental Reports and/or completed service tickets • The Service Provider shall provide after-sales service and support (refer to Service Level Agreement). • The Service Provider personnel/representatives shall always abide by existing AMLC and BSP rules and regulations. • 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 NDA for Service Provider) 		
2	<p>Software Licenses:</p> <p>The Solution/Service Provider shall specifically supply the one (1) year Software Licenses, Maintenance and Support of the AI application system such as Middleware, Interfaces or Integration Solutions, Web Server and User Interface Solutions, and other system software necessary to deliver an efficiently working and operational solution. The AMLC shall have the right to change the number of concurrent users upon renewal of subscription, as necessary.</p>		

		Name of Goods or Related Services	Unit of Measurement	Quantity			
		1. Software Solution Licenses for all environment including Database, BI/Dashboard and reporting tools.	No. of concurrent users Or Number of Named users	35 35			
		2. Any other License to meet the functional requirements of AI, at no additional cost to AMLC. (e.g. Data Scientist Workspace/Tools/Software)	Number of concurrent users	As Applicable			
3		<p>This comes with the following subscriptions/support licenses:</p> <p>A. TigerGraph Solution Components for Production Environment:</p> <p>1. TigerGraph DB (up to 500 GB capacity)</p> <p>2. TigerGraph Studio</p> <p>3. Machine Learning Workbench</p> <p>4. Financial Crime Modules (Dashboard & Explorer, Alert Mgt. & Case Mgt.) – 35 users</p> <p>B. TigerGraph Solution Components for Development Environment:</p> <p>1. TigerGraph DB (up to 200 GB capacity)</p> <p>2. TigerGraph Studio</p> <p>3. Machine Learning Workbench</p> <p>4. Financial Crime Modules (Dashboard & Explorer, Alert Mgt. & Case Mgt.) – 5 users</p> <p>C. Service response</p> <p>Support Services L1: 12 months</p> <p>All L1 Support (8x5 Support services)</p> <ul style="list-style-type: none">• These handles assessment, isolation of incidents and all initial support requests related to the implemented AI solution.• Spans accross different Layers such as Data Servicing, TigerGraph Platform, Machine Learning Models and Natural Language Processing Model.• Escalate to existing L2 & L3 support services if issues cannot be resolved at L1.					
4		Provide support services for the operation and maintenance and support of the following implemented AI solution:					

	<p><u>Data Servicing Layer</u></p> <p><i>PostgreSQL/Staging Databases for the implemented AI consumption:</i></p> <ul style="list-style-type: none"> • Regularly Monitor database performance use by the implemented AI system. • Optimize queries and indexes to improve the efficiency of the implemented AI system. • Ensure the Completeness of Dataset from source (AMLC Databases) to destination (AI platform Databases e.g. MDI/TG databases) for the consumption of the implemented AI system. • Integrate additional data sources that do not require significant changes to the existing data models. (e.g. connection to Relevant Data Sources, API's Integration, Data Transformation, etc.) • Backup and restore Databases to ensure continuity of the implemented AI System to protect against data loss. • Apply security and application upgrades/patches/fixes to ensure that the implemented AI systems are updated. • Handle database migrations affecting the implemented AI system. • Ensure the system is future-ready for interconnectivity. <p><i>Apache Airflow Directed Acyclic Graph (DAGs):</i></p> <ul style="list-style-type: none"> • Continuously monitoring tasks like log cleanup, error handling, and DAG file management: • Regularly Monitor DAG execution. • Clean up logs and task instances. • Handle broken DAG files. • Ensure proper scheduling and execution. • Make remediation on incidents and/or findings. • Ensure completeness of the scheduled process and provide recommendations for efficient scheduling of the process flow. <p><i>ETL Scripts:</i></p> <ul style="list-style-type: none"> • Regularly monitor data Extraction, Transformation, & Loading. • Handle errors and exceptions. • Optimize data processing to improve the efficiency of the implemented AI system. • Maintain data pipelines and workflows of the Implemented AI system. • Ensure completeness of ETL of Data extracted from source/staging databases to its destination for AI system consumption. • Ensure ETL scalability to handle increasing data volumes and complexity. • Provide recommendation/insights to improve ETL pipelines. 		
--	--	--	--

	<p><u>TigerGraph Layer</u></p> <p><i>TigerGraph Studio</i></p> <ul style="list-style-type: none"> • Provide Updates and access to AMLC Authorized User. • Provide Assistance/consultation on the updated version. <p><i>Data Science Workbench</i></p> <ul style="list-style-type: none"> • Provide Updates and access to AMLC Authorized User. • Provide Assistance/consultation on the updated version. <p><i>Entity Resolution:</i></p> <ul style="list-style-type: none"> • Monitor the accuracy of entity resolution processes by tracking match rates and false positives/negatives. • Assess/Evaluate the performance of graph algorithms used for entity resolution. • Perform fine-tuning of the entity resolution to improve accuracy rates. • Provide recommendations to fine tune, optimize, and update the algorithms used for entity resolution to improve its accuracy. <p><i>Network Graph:</i></p> <ul style="list-style-type: none"> • Perform regular graph analytics to uncover insights and optimize network structures. (Nodes and Edges, etc.) • Ensure that visualizations are updated in real-time as new data is ingested. • Optimize the rendering of complex network graphs to ensure smooth user interactions. • Conduct remediation on findings, technical issues, and user queries. • Provide recommendations for improvement/enhancement. <p><i>TigerGraph Databases</i></p> <ul style="list-style-type: none"> • Regularly monitor system health and performance of databases used by the implemented AI system. (e.g. TG clusters, latency, errors, etc.) • Apply software updates and patches to ensure smooth operation of the implemented AI system. • Monitor for data consistency, completeness, and accuracy during data ingestion. • Ensure that data is being ingested correctly. • Troubleshoot and resolve issues promptly as stated in Service Level Agreement. • Optimize query performance to improve efficiency and fast response time of the implemented AI system. • Backup and restore data to ensure continuity of the implemented AI system to protect against data loss. • Maintain audit Logs to track changes and access to the system. • Ensure the system is future-ready for interconnectivity. 		
--	---	--	--

	<ul style="list-style-type: none"> • Provide recommendations/insights for the improvement of the implemented systems effectiveness and efficiency <p><i>User Interface/Experience (UI/UX)</i> Maintaining the UI/UX of implemented AI systems is crucial for user satisfaction and system effectiveness. The Service provider shall continuously assess the UI/UX for:</p> <p><u>Consistency</u></p> <ol style="list-style-type: none"> Maintain Consistent spelling across the entire application Color Palette: Ensure consistent use of colors across all screens and components. Typography: Maintain uniform font styles (e.g., font family, size, weight) throughout the application. Icons: Use a consistent set of icons for similar actions or features. Spacing and Layout: Keep consistent margins, padding, and alignment avoiding cluttered. <p><u>Responsiveness</u></p> <ol style="list-style-type: none"> Conduct testing on the UI/UX to ensure responsiveness. Implement responsive design using various media queries Ensure the flexibility of the layout design Optimize images for different screen resolutions. <p><u>Alignment with user needs</u></p> <ol style="list-style-type: none"> Regular updates with the latest data and information to keep it relevant and accurate. Conduct usability testing with the end users to gather feedback to identify areas for improvement and address usability issues. Collect user experience/opinions on implemented UI/UX elements and navigation. Analyze user interaction to identify pain points (e.g. clicks, rolls, etc) Recommend improvement on the implemented designs for efficiency and effectiveness. Make remediation/adjustment to the Pascal Interlink UI/UX to improve user experience such as better layout or additional filters. Enhance the Implemented/existing Dashboards with more interactive elements for better data visualization. <p><u>Monitor page load times, minimize latency, and optimize UI rendering.</u></p> <ol style="list-style-type: none"> Track and analyze page load times. Identify slow-loading pages and investigate the causes. Optimize server response times and ensure efficient database queries. Optimize UI/UX Rendering and apply efficient coding practices, minimize the use of heavy scripts, and ensure 		
--	---	--	--

	<p>images are properly compressed. Regularly test UI/UX performance across different devices and browsers. (e.g. Edge, Firefox, Chrome, etc.)</p> <p><u>Data Science Layer.</u></p> <p><i>Machine Learning (ML) and NLP models</i></p> <ul style="list-style-type: none"> • Ensure that ML/NLP models are functioning as expected. • Continuous monitoring of developed ML/NLP models to ensure the model predictions are being logged along with actual values for comparison, investigation, troubleshooting, and providing resolution to model failures. • Conduct model optimization to incorporate regular updates of new data patterns unfolded such as: <u>incorporating new data</u> to capture emerging patterns; <u>Hyperparameter Tuning</u> by adjusting the parameters to improve model accuracy; <u>Feature Engineering</u> to develop/modify features from existing data columns to improve model accuracy. • Conduct regular fine-tuning on the ML/NLP models to optimize their performance by collecting the false positive results and using them as part of the re-training dataset for the next iteration of model training. • Provide recommendations to update the model specification or propose new model for the specific tasks. <p><i>Jupyter Notebook:</i></p> <ul style="list-style-type: none"> • Ensure that the implemented notebooks are complete, intact, bug free, and functioning as intended. • Ensure appropriate engine versions correctly align with the implemented AI project. (e.g Python version, Libraries, etc.) • Provide updates/patches/fixes for code implementation. • Provide recommendations for updates and improvement of the notebook for implementation. 		
4	Software Preventive Maintenance		
	<p>Service Provider shall ensure that the implemented Artificial Intelligence System, from Data Layer, TigerGraph Layer, Machine Learning (ML/NLP models) Layers are intact and running as intended.</p> <p>The Service Provider shall perform remediation of the health check findings of the implemented AI systems and provide detailed reports based on the stated Service Level Agreement.</p> <p>Provide consultation assistance on all implemented AI-related inquiries, assess the related concerns, and make necessary remediation depending on the level of severity.</p>		

5	Service Level Agreement (SLA)														
	<p>Service Support Escalation List:</p> <p>The Service Provider shall provide AMLC with a Service Support Escalation List for local or international support. Provide the contact details for the Service Support Escalation List and update the AMLC regularly for any changes. This includes names, position, email address and telephone number.</p> <p>Response and Resolution Time:</p> <p>Service requests shall be acted upon immediately by the Service Provider through onsite and/or offsite support depending on the request in the event the AI Solution becomes inoperative. The severity of the problem will be assessed which will be the basis of the service prioritization.</p> <table><tr><td>Severity</td><td>Response Time</td><td>Resolution Time</td></tr><tr><td>Low</td><td>Within 30 minutes from notice</td><td>Within one (1) month from creation of service ticket</td></tr><tr><td>Medium</td><td>Within 30 minutes from notice</td><td>Within two (2) weeks from creation of service ticket</td></tr><tr><td>High</td><td>Within 30 minutes from notice</td><td>Within one (1) week from creation of service ticket</td></tr></table> <p>1. Severity Level 1 (L1) - Low Priority</p> <p>Level 1 Support Services is enabled for monitoring, other responsibility includes:</p> <ul style="list-style-type: none">• Queue Management• Issue Identification & Triaging• Standard Procedures (working on simple fixes)• Escalation of the issues if not resolved at this level. <p>2. Severity Level 2 (L2)</p> <p>Level 2 Support Services is enabled for specific Platform or Artifact Troubleshooting, other responsibilities includes:</p>	Severity	Response Time	Resolution Time	Low	Within 30 minutes from notice	Within one (1) month from creation of service ticket	Medium	Within 30 minutes from notice	Within two (2) weeks from creation of service ticket	High	Within 30 minutes from notice	Within one (1) week from creation of service ticket		
Severity	Response Time	Resolution Time													
Low	Within 30 minutes from notice	Within one (1) month from creation of service ticket													
Medium	Within 30 minutes from notice	Within two (2) weeks from creation of service ticket													
High	Within 30 minutes from notice	Within one (1) week from creation of service ticket													

	<ul style="list-style-type: none"> • Incident Resolution • Stabilization, Deployment in Production of Fixes made. • Operations & Runbook Tasks • Changes of the Platform • Maintenance/Patches • Health Checks • Escalation of the issues if not resolved at this level <p>3. Severity Level 3 (L3)</p> <p>Level 3 Support Services is enabled for Service Requests Fulfillment and Minor Code Fixes, other responsibilities includes:</p> <ul style="list-style-type: none"> • Advanced Troubleshooting • Root Cause Analysis • Code-Level Debugging (developing patches, minor updates on codes developed and deployed in production) <p>Customer and service provider are both willing to provide/commit resources during Standard Business Hours in providing information or assistance as requested to resolve the situation.</p>		
6	Service Reports		
	<ul style="list-style-type: none"> • The Solution/Service Provider shall submit a report and a detailed Incident Report/Problem Resolution after the support services schedule. The report shall include details of actions taken to resolve the problem, including the following information: <ul style="list-style-type: none"> ○ Reported issues/concerns. ○ Root cause of the problem. ○ Details of action, troubleshooting, and remediation done. ○ Recommendations/Actions Plans. • The Solution/Service Provider must submit a daily progress report every end of business hours (5:00 pm) regarding incidents that are unresolved beyond 24 hours. 		
7	Penalty for Non-Compliance with SLA		
	<p>The Service Provider shall be accountable for penalties resulting from non-compliance with the Service Level Agreement (SLA) and computed as follows:</p> <ul style="list-style-type: none"> • Resolution Time: For every issue not resolved within the agreed window, the service provider will incur a penalty of 0.1% of the quarterly service fee per day of delay. (e.g., penalty = Cost of Service per Quarter * 0.1% * No. of Days Delayed. • Service Quality: If the service quality metrics (e.g., error rates, performance benchmarks) fall below the agreed 		

	<p>standards, the service provider will provide additional support hours at no extra cost to the client.</p> <ul style="list-style-type: none"> • Violations: Once the cumulative amount of penalties reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances. <p>These penalties are designed to ensure that the service provider maintains the agreed-upon service levels and to compensate the client for any inconvenience caused by non-compliance.</p>		
8	Management of Software Updates and Upgrades		
	Please refer to Section V. Special Conditions of Contract Item 1.10.		
9	Certification		
	Current and valid Certification from the Product Manufacturer or Principal/Master Distributor stating that the contractor/bidder is an authorized/existing Certified Partner or Reseller of the Software.		
10	Costing		
	The bidder will clearly breakdown the cost of the different aspects of their bids.		

*[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.]*

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

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
- ☐ (h) Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) The 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

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

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

- ☐ (l) *[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.

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

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
☐ (b) Original of duly signed and accomplished Price Schedule(s).

Section IX. Bidding Forms

TABLE OF CONTENTS

Bid Form for the Procurement of Goods	46
Price Schedule for Goods Offered from Within the Philippines	48
Price Schedule for Goods Offered from Abroad	49
Contract/Agreement Form for the Procurement of Goods (Revised)	50
Omnibus Sworn Statement (Revised)	53
Secretary's Certificate	56
Bid Securing Declaration Form	58
Performance Securing Declaration (Revised)	60

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: **BIDS AND AWARDS COMMITTEE**

Anti-Money Laundering Council
Room 507, 5/F, EDPG Building, BSP Complex
Malate, Manila

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 Amount and Purpose of
of agent 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)

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.

Executive Director

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

for:

for:

Anti-Money Laundering Council

[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:

_____	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 2022

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:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - 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 _____.

NOTARY PUBLIC

Doc. No. []
Page No. []
Book No. []
Series of 2022

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 _____.

NOTARY PUBLIC

Doc. No. []
Page No. []
Book No. []
Series of 2022

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 2 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the Anti-Money Laundering Council (AMLC) a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

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

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 _____.

Witness my hand and seal on _____.

NOTARY PUBLIC

Doc. No. []
Page No. []
Book No. []
Series of 2022

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/manufacture/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 _____.

Witness my hand and seal on _____.

NOTARY PUBLIC

Doc. No. []
Page No. []
Book No. []
Series of 2022

