



# PhilGEPS

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## Bid Notice Abstract

### Invitation to Bid (ITB)

**Reference Number** 11503190  
**Procuring Entity** ANTI-MONEY LAUNDERING COUNCIL  
**Title** PR24-068: One (1) Lot Contract of Service for the Provision of Information Technology and General Support Services Personnel  
**Area of Delivery** Metro Manila

<b>Solicitation Number:</b>	PR24-068	<b>Status</b>	<b>Active</b>
<b>Trade Agreement:</b>	Implementing Rules and Regulations		
<b>Procurement Mode:</b>	Public Bidding	<b>Associated Components</b>	2
<b>Classification:</b>	Goods		
<b>Category:</b>	Services	<b>Bid Supplements</b>	0
<b>Approved Budget for the Contract:</b>	PHP 8,900,000.00		
<b>Delivery Period:</b>	45 Day/s	<b>Document Request List</b>	2
<b>Client Agency:</b>			
<b>Contact Person:</b>	Reuben Mar T. Say Account Officer, DPD/FIAG Rm 507, 5/F EDPC Bldg., BSP Complex Malate, Manila Manila Metro Manila Philippines 1004 63-63-09454808732  rsay@amlc.gov.ph	<b>Date Published</b>	20/11/2024
		<b>Last Updated / Time</b>	20/11/2024 00:00 AM
		<b>Closing Date / Time</b>	10/12/2024 10:00 AM

#### Description

Republic of the Philippines  
ANTI-MONEY LAUNDERING COUNCIL

#### Invitation to Bid

1. The Anti-Money Laundering Council (AMLC), through the General Appropriations Act for FY 2024 intends to apply the sum of Php 8,900,000.00 being the ABC to payments under the contract for Supply of One Lot Contract of Service for provision of Information Technology and General Support Services Personnel / Purchase Request No. PR24-068. 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 Services is required within forty-five (45) calendar days after receipt of Notice to Proceed, subject to the delivery schedule under "Section VI Schedule of Requirements" of this Bidding Documents. Bidders should have completed, within three years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of

a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

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

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

6. The AMLC will hold a Pre-Bid Conference on 28 November 2024, 10:00AM at the AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.

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

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

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 10 December 2024, 10:00AM. Late bids shall not be accepted.

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

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

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

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

9. Bid opening shall be on 10 December 2024, 10:01AM 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. Reuben Mar T. Say  
Account Officer  
+632 5306-3503

Atty. Art Ryan P. Negapatan  
Head, BAC Secretariat  
+632 5306-2372

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](http://www.amlc.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) / [www.amlc.gov.ph](http://www.amlc.gov.ph)

20 November 2024

ROMEO RAYMOND C. SANTOS  
BAC Chairperson

Line Items					
Item No.	Product/Service Name	Description	Quantity UOM		Budget (PHP)
1	PR24-068: One (1) Lot Contract of Service	One (1) Lot Contract of Service for the Provision of Information Technology and General Support Services Personnel	1	Lot	8,900,000.00
<b>Pre-bid Conference</b>					
Date		Time	Venue		
28/11/2024		10:00:00 AM	AMLC Conference Room Rm 507 5/F EDPC Bldg BSP Complex A. Mabini St. Malate, Manila and/or through video conferencing or webcasting via Zoom Meeting		

**Created by** Art Ryan P. Negapatan  
**Date Created** 19/11/2024

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Republic of the Philippines  
**ANTI-MONEY LAUNDERING COUNCIL**

## ***Invitation to Bid***

1. The ***Anti-Money Laundering Council (AMLAC)***, through the *General Appropriations Act for FY 2024* intends to apply the sum of *Php 8,900,000.00* being the ABC to payments under the contract for *Supply of One Lot Contract of Service for provision of Information Technology and General Support Services Personnel / Purchase Request No. PR24-068*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***AMLAC*** now invites bids for the above Procurement Project. Delivery of the Services is required *within forty-five (45) calendar days after receipt of Notice to Proceed, subject to the delivery schedule under "Section VI Schedule of Requirements" of this Bidding Documents*. Bidders should have completed, within *three 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.

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4. Prospective Bidders may obtain further information from ***AMLAC*** and inspect the Bidding Documents at the address given below from *8:00AM to 4:30PM Monday to Friday*.
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6. The ***AMLAC*** will hold a **Pre-Bid Conference<sup>1</sup>** on ***28 November 2024, 10:00AM*** at the ***AMLAC Conference Room, Room 507, 5/F, EDCP Building, BSP Complex, A. Mabini***

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

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

- a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled pre-bid conference.
  - b. An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.
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19 November 2024



**ROMEO RAYMOND C. SANTOS**  
*BAC Chairperson*



## Bid Notice Abstract

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**Reference Number** 11503190  
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**Title** PR24-068: One (1) Lot Contract of Service for the Provision of Information Technology and General Support Services Personnel  
**Area of Delivery** Metro Manila

<b>Solicitation Number:</b>	PR24-068	<b>Status</b>	<b>Active</b>
<b>Trade Agreement:</b>	Implementing Rules and Regulations	<b>Associated Components</b>	2
<b>Procurement Mode:</b>	Public Bidding	<b>Bid Supplements</b>	0
<b>Classification:</b>	Goods	<b>Document Request List</b>	0
<b>Category:</b>	Services	<b>Date Published</b>	20/11/2024
<b>Approved Budget for the Contract:</b>	PHP 8,900,000.00	<b>Last Updated / Time</b>	20/11/2024 00:00 AM
<b>Delivery Period:</b>	45 Day/s	<b>Closing Date / Time</b>	10/12/2024 10:00 AM
<b>Client Agency:</b>			
<b>Contact Person:</b>	Reuben Mar T. Say Account Officer, DPD/FIAG Rm 507, 5/F EDPC Bldg., BSP Complex Malate, Manila Manila Metro Manila Philippines 1004 63-63-09454808732  rsay@amlc.gov.ph		

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Republic of the Philippines  
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20 November 2024

ROMEO RAYMOND C. SANTOS  
BAC Chairperson

#### Line Items

Item No.	Product/Service Name	Description	Quantity UOM		Budget (PHP)
1	PR24-068: One (1) Lot Contract of Service	One (1) Lot Contract of Service for the Provision of Information Technology and General Support Services Personnel	1	Lot	8,900,000.00

#### Pre-bid Conference

Date	Time	Venue
28/11/2024	10:00:00 AM	AMLC Conference Room Rm 507 5/F EDPC Bldg BSP Complex A. Mabini St. Malate, Manila and/or through video conferencing or webcasting via Zoom Meeting

Created by Art Ryan P. Negapatan

Date Created 19/11/2024

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Republic of the Philippines  
**ANTI-MONEY LAUNDERING COUNCIL**

## **BIDDING DOCUMENTS**

for

# **SUPPLY OF ONE LOT CONTRACT OF SERVICE FOR PROVISION OF INFORMATION TECHNOLOGY AND GENERAL SUPPORT SERVICES PERSONNEL**

**Purchase Request No. 24-068**

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



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6. The *AMLC* will hold a **Pre-Bid Conference<sup>1</sup>** on **28 November 2024, 10:00AM** at the **AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini**

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

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

- a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled pre-bid conference.
  - b. An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before **10 December 2024, 10:00AM. Late bids shall not be accepted.**
- a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address indicated below at least one (1) day before the scheduled opening of bids.
  - b. Participating bidders are requested to sign over the sealed flap of the envelopes. As precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and quick evaluation on the proper sealing and marking of bid envelopes.
  - c. Bidders are advised to submit their documents at least thirty (30) minutes before the scheduled **deadline** of submission to allow time for possible queuing due to conduct of thermal scanning, and for sanitation of the bid envelope(s) and transit of the documents to the designated bidding room.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **10 December 2024, 10:01AM** 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. Reuben Mar T. Say*  
*Account Officer*  
*+632 5306-3503*

*Atty. Art Ryan P. Negapatan  
Head, BAC Secretariat  
+632 5306-2372*

*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](http://www.amlc.gov.ph)*

12. You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) / [www.amlc.gov.ph](http://www.amlc.gov.ph)

19 November 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 the *Supply of One Lot Contract of Service for provision of Information Technology and General Support Services Personnel* with identification number *[Purchase Request No. 24-068]*.

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

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for FY 2024 in the amount of Php 8,900,000.00.

2.2. The source of funding is NGA, the General Appropriations Act for FY 2024.

### **3. Bidding Requirements**

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

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

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

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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.

## 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *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 Declaration<sup>2</sup> 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**.

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<sup>2</sup> 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.

- 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.

## **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*

<b>ITB Clause</b>	Absence of compliance or failure to comply with any of the following requirements or instructions shall be a <b>ground for the rejection of the bid</b> .
5.1	The Bidder must not have any pending liability for liquidated damages (LD) with the AMLC
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Deployment of COS personnel in a private or government entity.</i></li> <li>b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7	Subcontracting is not allowed.
10.1	<ul style="list-style-type: none"> <li>• Compliance with the Technical Specifications <b>must</b> be supported by evidence in a Bidders Bid and cross-referenced to that evidence.  Evidence shall be in the form of an affidavit of commitment of compliance with the specifications issued by the SP.  The affidavit of commitment of compliance shall include all contents of the Technical Specifications for cross-referencing purposes.  A statement that is <b>not</b> supported by evidence or is subsequently found to be contradicted by the evidence presented, or is <b>not</b> cross-referenced to the evidence, shall render the Bid under evaluation liable for rejection.</li> <li>• The Omnibus Sworn Statement <b>shall</b> be in the prescribed form and <b>shall</b> 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 <b>shall</b> be considered as non-compliance with the requirements and a ground for rejection of the bid.  Notarization of the foregoing documents <b>shall</b> 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.</li> </ul>
12	The price of the Goods shall be quoted DDP AMLC, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila or the applicable International Commercial Terms (INCOTERMS) for this Project and shall include all the necessary taxes and charges.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <i>196,000.00</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> </ul>

	b. The amount of not less than 490,000.00 if bid security is in Surety Bond.
14.2	The Bid and bid security shall be valid within 120 calendar days from date of submission.
15	Bidders are required to use the specific templates provided under <b>Section IX (Bidding Forms)</b> , if applicable. Any alteration to the format of the prescribed forms, and/or use of substitute forms shall be considered as non-compliance with the requirements and a ground for rejection of the bid.
19.3	N/A
20	<p><b>3rd Envelope - Post Qualification Documents</b></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"> <li>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; <b>and</b></li> <li>Current Year Mayor's Permit/municipal licenses; <b>and</b></li> <li>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; <b>and</b></li> <li>Business Tax Returns (Value-Added Tax – Form 2550-Q) for the last quarter, per Revenue Regulations 3-2005.</li> </ol>
21	<p><b>Additional Contract Documents:</b></p> <p><i>In addition to the bidding documents and the submissions of the winning bidder during the bidding, the following documents shall also form part of the contract agreement:</i></p> <ol style="list-style-type: none"> <li><i>Confidentiality and Non-Disclosure Agreement, if applicable;</i></li> <li><i>Notice of Award;</i></li> <li><i>Performance Security;</i></li> <li><i>Notice to Proceed;;</i></li> <li><i>Warranty Security, if applicable;</i></li> <li><i>Amendment to Order/Variation Order, if applicable; and</i></li> <li><i>Other documents which are issued after contract execution (eg. Notice of Suspension, Resumption, and Extension of Contract).</i></li> </ol> <p><b><i>Use of Contract Documents and Information:</i></b></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. 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>
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## ***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*

<b>GCC Clause</b>	In cases of conflict between the provisions of the GCC and the SCC, <b>the SCC requirement shall always prevail.</b>
1	<b>Scope of Contract</b>

	<p>A. Other Requirements</p> <p>1. Pre-deployment</p> <p>1.1. The Service Provider (SP) shall have provision for 19 General Clerks, 4 Drivers and 3 IT Operations Staff.</p> <p>1.2. The SP shall ensure that it has conducted background investigation (BI) on all its personnel deployed at the AMLC. The expenses incurred shall be shouldered by the SP. The SP shall provide the AMLC the results of its BI should the latter require submission. Failure of the SP to conduct BI on its personnel may be a possible ground for the termination of the contract.</p> <p>1.2.1. The SP shall abide by the BI procedures and requirements (<i>e.g. Court Clearances</i>) of the BSP considering that AMLC is located within the BSP Complex. The expenses incurred therein shall be shouldered by the SP.</p> <p>1.3. Prior to deployment, the COS personnel candidate shall undergo interview and/or technical assessment, as deemed necessary by the AMLC and shall submit a list of matrix of qualification of COS personnel candidates with 2x2 colored photo.</p> <p>Provided however, that the SP shall submit the certified true copies of the following documents of the accepted personnel prior to or on the day of actual deployment in the AMLC:</p> <ul style="list-style-type: none"> <li>- Updated Resume;</li> <li>- Diploma;</li> <li>- Transcript of Records;</li> <li>- Certificate of Employment, as applicable;</li> <li>- Valid National Bureau of Investigation Clearance;</li> <li>- Valid Police Clearance;</li> <li>- Valid Barangay Clearance; and</li> <li>- Other documents, as necessary (eg. Driver's license)</li> </ul> <p>1.4 The SP shall require all COS personnel for deployment to AMLC to undergo medical examination and drug testing from any DOH-accredited hospital, clinic, or diagnostic center and be given a fit to work clearance prior to reporting for duty. The SP shall submit to the AMLC a fit to work certificate issued by its accredited doctor with its license and PTR number.</p>
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1.5 The start of the contract of service shall be the date indicated on the Notice to Proceed (NTP) to be issued by the AMLC and shall be effective for a period of one year from the receipt of NTP. All selected COS personnel are required to report to the AMLC within the said period. The deployment of COS personnel is subject to the evaluation of the AMLC. The number of COS personnel that shall be deployed may be lower than 26 and the period of deployment shall be known to the SP through a NTP, which shall be issued by the AMLC, based on its evaluation. The SP shall end the deployment of the COS personnel after the lapse of the contract period, unless otherwise notified by the AMLC to extend said deployment. Failure of the SP to comply shall be subject to LD in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (RIRR) of the Republic Act No. 1984 (2016 Revised IRR).

1.6 The Processing and cost of identification cards and/or access cards shall be assumed by the SP.

## 2. Implementation

2.1 Working Hours – Deployed COS personnel shall render forty (40) hours of work per week, eight (8) hours a day, from 8:00AM to 5:00PM or as per arranged working schedule.

2.2 Random Drug Test – Mandatory drug testing may be conducted to the COS personnel, as may be determined by the AMLC within the contract period. The drug test shall be conducted by drug testing accredited by the Department of Health. The expenses to be incurred shall be borne by the SP. Positive results for dangerous drug use shall be a ground for the AMLC to ban and/or request replacement of COS personnel in line with the AMLC Drug-Free Workplace Policy and Program.

2.3 Compliance to Rules and Regulations – COS personnel to be deployed to the AMLC shall follow the rules and regulations of the AMLC at all times such as, but not limited to, wearing of the prescribed office/corporate attire, office control and security measure, use of AMLC equipment, facilities, and services and working hours, breaks and attendance.

### 2.4 Replacement of COS Personnel

a. Due to Resignation – The SP shall duly notify the AMLC of COS personnel resignation/secession and provide possible replacement/s within thirty (30) calendar days prior to effectivity of resignation. Within this period, the concerned COS personnel shall be responsible in securing clearance from the AMLC. The AMLC reserves the right to hold the payment associated with the concerned personnel until the said clearance has been secured.

The Replacement shall report to work within thirty (30) calendar days after the effectivity of the resignation of the concerned COS personnel. Failure of the SP to replace the resigned COS personnel shall be subject to LD in accordance

	<p>with the provisions of the 2016 Revised IRR of R.A. 9184 and shall commence on the 1<sup>st</sup> day after the effectivity of the COS personnel resignation.</p> <p>b. Due to Poor/Non-Performance and other Causes Inimical to AMLC – The COS personnel shall be subject to replacement should the AMLC find any of the COS personnel undesirable, due to habitual tardiness or absenteeism, poor and/or non-performance, and/or commits acts inimical to the interest of the AMLC. The SP shall provide replacement within forty-five (45) calendar days upon receipt of written request from the AMLC. If the preferred candidate or replacement withdraws their application during the process, the 45-calendar day period will reset upon receipt of withdrawal notice from the SP. Failure to replace the personnel shall be subject to LD in accordance with the provisions of the IRR of R.A. 9184 effective on the 46<sup>th</sup> day from receipt of written request of the AMLC.</p> <p>c. Due to a Recalled Contract – The COS personnel shall be considered Recalled from their assignment under any of the following conditions:</p> <ol style="list-style-type: none"> <li>i. Completion of AMLC’s project;</li> <li>ii. Non-renewal or termination of COS contract with the AMLC; and,</li> <li>iii. When AMLC no longer needs the services of the COS personnel.</li> </ol> <p>Once the contract has been recalled, COS personnel shall immediately report to the SP. The SP shall provide replacement within forty-five (45) calendar days upon receipt of written request from the AMLC.</p> <p>Habitual Tardiness – COS personnel shall be considered habitually tardy if he/she incurs tardiness, regardless of the number of minutes, ten (10) times a month for at least two (2) months.</p> <p>Habitual Absenteeism – COS personnel shall be considered habitually absent if he incurs absences five (5) times a month for at least two (2) months.</p> <p>Resigned or separated COS personnel shall surrender their AMLC ID to the Administrative Services Division on their last day of service.</p> <p>2.5 Attendance Reports – The SP shall submit a monthly summary of attendance of the personnel deployed to the AMLC for monitoring purposes.</p> <p>2.7 Salaries, Allowances, Billing Statements and Other Adjustments – The SP shall pay the COS personnel assigned to the AMLC, salaries/allowances, etc., in accordance with the DOLE rate and other applicable labor laws as well as regularly and timely remit to the Social Security System (SSS), Home and Development Mutual Fund (PAG-IBIG), and Philippine Health Insurance Corporation (PHILHEALTH), the contributions of its personnel. The COS personnel’s rate per day, however, shall be adjusted in case of issuance of any legally mandated wage increases, benefits and other charges within the contract period. Said salaries/allowances and other charges shall include the following:</p> <p>I. Amount of Compensation to be paid directly to employee</p> <ol style="list-style-type: none"> <li>a. Monthly Basic Salary (MBS) [Daily Rate (DR) x no. of days per year/12]</li> </ol>
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	<p>b. 13th Month Pay (MBS/12)</p> <p>c. 5 days Service Incentive Leave (SIL) (DR x 5/12)</p> <p>II. Amount of Mandatory Contributions to the Government</p> <p>a. SSS Contribution<sup>3</sup></p> <p>b. State Insurance Fund<sup>4</sup></p> <p>c. SSS Mandatory Provident Fund, as applicable<sup>5</sup></p> <p>d. Philhealth Contribution<sup>6</sup></p> <p>e. PAG-IBIG Contribution</p> <p>III. Total Amount to Employee and Government (Add total of items I &amp; II)</p> <p>IV. Add: Administrative Fee</p> <p>V. HMO</p> <p>VI. Total of Items III, IV and V</p> <p>VII. Add: Value Added Tax (12% of item VI)</p> <p>Also, the SP shall transmit the billing statements to the AMLC for the processing of payment.</p> <p>B. No Employer-Employee Relationship - It is expressly understood and agreed that the COS personnel deployed by the Service Provider to the AMLC is/are the employee/s of the SP and not of the AMLC, hence, compliance with all applicable labor laws, rules and regulations shall be the sole responsibility of the SP.</p> <p>C. Supervision and Control - The SP maintains administrative control and supervision but authorizes the relevant AMLC officers to give direct instructions to the COS personnel deployed to the AMLC during their term of duty and the exercise by the AMLC of this authority shall not be deemed nor interpreted as relinquishment of the power by the SP as employer of its personnel assigned to the AMLC.</p> <p>D. Liability for Losses and Damages – The SP shall be liable for losses and damages on the properties, facilities, and information assets of the AMLC which may be caused through negligence or fault of their personnel deployed to the AMLC while in the performance of their official duties. The same shall be charged against the performance bond posted by the SP as required under the 2016 Revised IRR.</p> <p>E. Non-Disclosure – The SP agrees that its personnel to be deployed to the AMLC shall not disclose nor furnish to any unauthorized person, partnership firm or corporation any information that may be acquired and/or possessed in the course of their rendition of services. The personnel assigned must not engage in unauthorized access or use of IT resources that may compromise systems. For this purpose, personnel assigned shall be required to execute a Non-Disclosure Agreement.</p>
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<sup>3</sup>As indicated in the SSS schedule of contributions based on MBS plus SIL.

<sup>4</sup>Refer to EC Column of the SSS Table,

<sup>5</sup>Refer to WISP Column of the SSS Table

<sup>6</sup>Based on prevailing contribution schedule rate.

	<p>F. Contract Extension – In case the contract is extended in accordance with Appendix 24 (Revised Guidelines on the Extension of Contracts for General Support Services) of Republic Act No. 9184 and the 2016 Revised Implementing Rules and Regulations, the SP is amenable to extend the contract under the same terms and conditions of the original contract and shall execute corresponding documents to effect said extension.</p> <p>G. Pre-termination of Contract – The AMLC reserves the right to pre-terminate the contract after thirty (30) days written notice to the SP if, in, AMLC’s opinion, after due verification of facts, it is established that the SP is not providing satisfactory services or not complying with the terms and conditions of the Contract.</p>
2	<b>Advance Payment and Terms of Payment</b>
2.2	<p>Payment shall be on a monthly basis based on the billing statements provided by the SP and shall transmit the billing statements within 10 days after each cut-off based on actual service rendered by the COS personnel to AMLC, Room 507, 5/F, EDPC Bldg., BSP Complex, A. Mabini St., Malate, Manila. All bills shall be paid within twenty (20) working days from receipt thereof. The SP shall support its billings with summary of billing register, list of employee’s remittances and contributions to the SSS, PHILHEALTH and PAG-IBIG together with the corresponding proof of remittance covering the month being billed, or a certification from SSS, PHILHEALTH and PAGIBIG certifying payment of contribution that the bidder has remitted the said contributions. Other documentary requirements for payments, which include among others, the Daily Time Record of the COS personnel generated by the SP, and Certification of Satisfactory Services issued by the end-user shall also be attached.</p>
3	<b>Performance Security</b>

	The winning bidder is required, within ten (10) calendar days from receipt of the Notice of Award, to submit Performance Security in any of the following acceptable forms:	
	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
	a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Goods and Consulting Services – 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.	
	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	<b>Inspection and Tests</b>	
	The SP shall submit a fit-to-work certificate, background investigation clearance and all necessary documentary requirements prior to deployment of the COS personnel to ensure credibility of the same.	
5	<b>Warranty</b>	
	Warranty Security is not applicable. (Section 62.1 of 2016 Revised IRR) The present requirement refers to supply of one lot COS personnel, which is neither expendable nor non-expendable supplies or infrastructure project.	
6	<b>Liability of Supplier</b>	

## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Submission of consolidated list/matrix of qualified COS personnel for all three positions with attached	1	1	Within 30 days upon receipt of NTP

	resume, certified as true and correct by the SP, and certified true copies of employment certificate/s and training certificate/s, as required.			
2	Submission of consolidated documentary requirements (see technical specifications) of qualified COS personnel.	1	1	Within 45 days from receipt of NTP
3	Deployment of all qualified COS personnel selected by AMLC (i.e., 19 General Clerks, 4 Drivers, and 3 IT Support Staff)	26	26	Date indicated on the NTP

## ***Section VII. Technical Specifications***

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>	<b>Reference</b>
1	<p>Nineteen (19) General Clerks with the following Qualification Standards (QS):</p> <p>Education: Bachelor's Degree  Experience: Preferably with at least 6 months relative experience.  Others: Computer literate and knowledgeable in Microsoft Office Applications</p> <p>Tasks:</p> <ul style="list-style-type: none"> <li>-Provides systematic records monitoring of incoming and outgoing documents;</li> <li>-Maintains an efficient filing system to ensure easy access and quick retrieval of documents;</li> <li>-Provides assistance in the preparation of various reports/communications and administrative documents, as needed;</li> <li>-Coordinates with stakeholders; and</li> <li>-Other related tasks, as may be assigned.</li> </ul>		
2	<p>Four (4) Driver Couriers with the following QS:</p> <p>Education: High School Graduate  Experience: with at least two (2) years driving experience  Others: with valid professional driver's license, computer literate and knowledgeable in Microsoft Office Applications.</p> <p>Tasks:</p> <ul style="list-style-type: none"> <li>-Provides transport services to officers and staff;</li> <li>-Conducts safety check and maintains cleanliness of assigned vehicles;</li> </ul>		

	<p>-Prepares and submits necessary documents/reportorial requirements; and</p> <p>-Other related tasks, as may be assigned.</p>		
3	<p>Three (3) IT Operations Staff with the following QS:</p> <p>Education: Bachelor's Degree related to the job</p> <p>Experience: Preferably with at least six (6) months relative experience</p> <p>Others: Basic background or knowledge in computer networking, Windows. Preferably knowledgeable in Linux, database management. Knowledgeable in Microsoft Office Applications</p> <p>Tasks:</p> <p>-Provides 1<sup>st</sup> level/tier-one support to handle basic user inquiries, password resets, and common technical issues;</p> <p>-Prepares daily ICT infrastructure dashboard reports;</p> <p>-Documentation of ITSS processes;</p> <p>-Monitor and test backups. Document incremental and full backups;</p> <p>-Maintains orderliness of AMLC Data center and telecommunications room;</p> <p>-Updates inventory of ICT equipment, recommend disposal; and</p> <p>-Monitors license expirations and updating of vendor contracts.</p>		
4	<p>Submission of consolidated documentary requirements, which includes the following, as applicable based on the QS of the position :</p> <p>-Updated Resume;</p> <p>-Copy of Diploma;</p> <p>-Copy of Transcript of Records;</p> <p>-Copy of Certificate of Employment;</p> <p>-Copy Training Certificates;</p> <p>-Copy of valid National Bureau of Investigation Clearance;</p> <p>-Copy of valid Police Clearance;</p> <p>-Copy of valid Barangay Clearance;</p>		

	<p>-Other requirements, as may be applicable (e.g. copy of Professional Driver's License, board/bar rating, etc);</p> <p>-Background investigation report with clearance; and</p> <p>-Medical clearance report with fit-to-work certification.</p>		
5	<p>Technical parameters for bidders:</p> <ol style="list-style-type: none"> <li>The Bidder shall submit a valid Registration Certificate of Department of Labor and Employment's Department Order No. 174 s. 2017, (Submit copy of certificate)</li> <li>The Bidder shall submit a valid Registration Certification of membership/registration with Philippine Association of Legitimate Service Contractors (PALSCON) (Submit copy of certificate)</li> <li>The Bidder has been in the manpower business for at least ten (10) years (Submit certification)</li> <li>The Bidder has provided manpower outsourcing services to at least ten (10) gov't agencies (NGA/GFI/GOCC) (Submit copy list of clients)</li> <li>The bidder has a very satisfactory rating from at least one (1) client with more than 1,000 manpower deployed at one given time (Submit copy of certificate and copy contract)</li> <li>The Service Provider has financial capability of advancing the expenses (e.g wages, overtime, additional benefits) of the deployed personnel for at least six months. The Service Provider shall submit its cash liquidity equal to 1 (Formula: <math>\text{Cash} + \text{Cash equivalent} + \text{current receivables} / \text{Current liabilities}</math>) (Submit computation together</li> </ol>		

	with 2023 Audited Financial Statement)		
	g. The bidder shall be Certified ISO 9001:2015 Compliant, (Submit copy of certificate)		
	h. Single Largest Completed Contract (SLCC) period completed within one (1) year before the date of submission		

*[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 an affidavit of commitment of compliance with the specifications issued by the SP. 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

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

#### Financial Documents

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

### *Class “B” Documents*

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

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

- ☐ (i) [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.

- ☐ (j) 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***

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## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

### BID FORM

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Purpose of 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: \_\_\_\_\_

**[shall be submitted with the Bid if bidder is offering goods from within the Philippines]**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

[illegible]

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]

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### CONTRACT/AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB**

**that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**MATTHEW M. DAVID**  
Executive Director

for:

Anti-Money Laundering Council

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

for:

[Insert Name of Supplier]

REPUBLIC OF THE PHILIPPINES     )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### ACKNOWLEDGMENT

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

<b>Matthew M. David</b>	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 2023

## Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*  
Affiant

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

Witness my hand and seal on \_\_\_\_\_.

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## Secretary's Certificate

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

1. I am the incumbent and duly designated Corporate Secretary of [*business/company name*], organized and existing in accordance with law, with principal office address at [*business/company address*];
2. As Corporate Secretary, I am the custodian of the corporate books and records, including the Minutes of Meetings and Resolutions of the Board of Directors;
3. The Board of Directors issued Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, authorizing **Mr./Ms. [*name of representative*]**, whose signature and initial appears below, to have full power and authority **to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [*Name of the Project*] of the Anti-Money Laundering Council;**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Initial of Authorized Representative

4. That the above-cited authorization has not been amended, modified and/or superseded and is therefore still in full force and effect;
5. This certification is being issued to attest to the truth of the foregoing.

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

\_\_\_\_\_  
Corporate Secretary

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

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## Bank Guarantee Form for Advance Payment

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

## Bid Securing Declaration Form

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

*[Insert signatory's legal capacity]*

Affiant

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

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## Performance Securing Declaration (Revised)

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

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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 \_\_\_\_\_.

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