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## Bid Notice Abstract

### Invitation to Bid (ITB)

**Reference Number** 11514526

**Procuring Entity** ANTI-MONEY LAUNDERING COUNCIL

**Title** PR 24-075 - 1 LOT SUPPLY, DELIVERY AND INSTALLATION OF OFFICE PARTITION WALLS

**Area of Delivery**

<b>Solicitation Number:</b>	PR 24-075	<b>Status</b>	<b>Active</b>
<b>Trade Agreement:</b>	Implementing Rules and Regulations		
<b>Procurement Mode:</b>	Public Bidding	<b>Associated Components</b>	1
<b>Classification:</b>	Goods		
<b>Category:</b>	Construction Projects	<b>Bid Supplements</b>	0
<b>Approved Budget for the Contract:</b>	PHP 1,859,500.00		
<b>Delivery Period:</b>	75 Day/s	<b>Document Request List</b>	0
<b>Client Agency:</b>			
<b>Contact Person:</b>	Camille Anne Y. Alag Account Officer, GFPS Rm 507, 5/F EDPC Bldg., BSP Complex Malate, Manila Manila Metro Manila Philippines 1004 63-02-53062185  alag@amlc.gov.ph	<b>Date Published</b>	22/11/2024
		<b>Last Updated / Time</b>	22/11/2024 00:00 AM
		<b>Closing Date / Time</b>	17/12/2024 10:00 AM

**Description**

Republic of the Philippines  
ANTI-MONEY LAUNDERING COUNCIL

Invitation to Bid

1. The Anti-Money Laundering Council (AMLC), through the 2024 General Appropriations Act (Capital Outlay), intends to apply the sum of PhP1,859,500.00 being the ABC to payments under the contract for 1 Lot Supply, Delivery and Installation of Office Partition Walls / Purchase Request No. 24-075. 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 and installation of the Goods are required within 75 calendar days after receipt of the Notice to Proceed. Bidders should have completed, within 2 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

5183.

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

5. A complete set of Bidding Documents may be acquired by interested Bidders on appointment basis 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 PhP5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic submission to the email address provided below.

6. The AMLC will hold a Pre-Bid Conference on 3 December 2024 at the AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila and 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 provided 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 17 December 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 provided 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 17 December 2024, 10:01 AM at AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila and 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:

Camille Anne Y. Alag  
calag@amlc.gov.ph  
(02) 5306 – 2185

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Bids and Awards Committee  
Anti-Money Laundering Council  
Room 507, 5/F, EDPC Building, BSP Complex  
A. Mabini Street, Malate, Manila  
Fax Number: +632 8708-7909  
www.amlc.gov.ph

12. You may visit the following websites:

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

\_\_\_ November 2024

ROMEO RAYMOND D. SANTOS  
BAC Chairperson

## Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, Anti-Money Laundering Council (AMLC), wishes to receive Bids for the 1 Lot Supply, Delivery and Installation of Office Partition Walls with identification number Purchase Request No. 24-075.

The Procurement Project (referred to herein as "Project") is composed 1 Lot Supply, Delivery and Installation of Office Partition Walls, the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 Capital Outlay in the amount of PhP1,859,500.00:

2.2. The source of funding is:

NGA, the General Appropriations Act.  
This project is undertaken through 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.

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 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 2 years prior to the deadline for the submission and receipt of bids.

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

## 11. Documents comprising the Bid: Financial Component

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

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

12.1. 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 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 and either at its physical address or through online submission 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

ITB Clause Absence of compliance or failure to comply with any of the following requirements or instructions shall be a ground for the rejection of the bid.

5.3 For this purpose, contracts similar to the Project shall be:

a. Supply, Delivery and Installation of Office Partition Walls

b. completed within 4 years prior to the deadline for the submission and receipt of bids.

7 Subcontracting is not allowed.

10.1 • Compliance with the Technical Specifications 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, notarized deed of undertaking to comply with the specific requirements, etc., as appropriate.

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.

• 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.

Notarization of the foregoing documents shall comply with the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), as amended by Supreme Court En Banc Resolution dated 19 February 2008, 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.

12 The price of the Goods shall be quoted DDP AMLC Office located at 5th and 6th Floor EDPC Building, BSP Complex, Malate, Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.

14.1 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

a. The amount of not less than PhP37,190.00 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than PhP92,975.00 [(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 Bidders are required to use the specific templates provided under Section IX (Bidding Forms), if applicable.

Any alteration to the format of the prescribed forms, and/or use of substitute forms shall be considered as non-compliance with the requirements and a ground for rejection of the bid.

19.3 N/A

20 3rd Envelope - Post-Qualification Documents:

In cases that only Valid PhilGEPS Registration Certificate (Platinum Membership) was presented during bid submission, the following shall be required to be submitted:

a. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

b. Current Year Mayor's Permit/municipal licenses;

c. Y2024 Income Tax Returns (ITR) duly filed thru Electronic Filing and Payment System (eFPS) of the BIR, as provided for under E.O. 398 or RR 3-2005 together with the Filing and Payment References. If filed manually, bidder should also submit proof of enrollment to eFPS; and

d. Business Tax Returns (Value-Added Tax Form 2550-Q) for the last quarter, per Revenue Regulations 3-2005.

21 Additional Contract Documents:

N/A

Use of Contract Documents and Information:

The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing,

pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Supplier shall not divulge or communicate to any person or use or exploit for purpose whatsoever any confidential information which may or may have 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.

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.

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.

#### 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

##### Equivalency of Standards and Codes:

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

##### Delivery and Documents:

For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

"The delivery terms applicable to this Contract are delivered to the AMLC office located at 5th and 6th Floor, EDPC Building, Bangko Sentral ng Pilipinas Complex, Malate, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity's Representatives at the Project Site is Ms. Lizette Ann M. Manlulu..

##### 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):

#### 1. Pre-implementation

1.1 The winning supplier shall designate a project manager or contact person to liaison with AMLC representative and to coordinate planning and scheduled deployment.

1.2 Secure entry and work permits for authorized supplier personnel who will conduct inspection, delivery and installation of the office partition walls in AMLC premises.

1.3 Schedule and arrange briefings, planning and project kick-off/launching (should be scheduled immediately after AMLC's issuance of Notice to Proceed).

1.4 A mock-up will be set-up prior to delivery, unless an existing office partition walls is installed in the AMLC premises.

#### 2. Implementation

2.1 The supplier shall provide all the necessary tools and equipment to successfully complete the installation of all the components of the office partition walls.

2.2 The supplier shall provide adequate skilled manpower to install the approved plan and concept design.

2.3 The supplier shall ensure that the implementation of the project will cause only minimal impact to the operations of AMLC.

#### 3. Post-implementation

3.1 The supplier shall submit the approved "As Built" shop drawings and layout plan of applicable civil works.

3.2 The supplier shall remove shoring, restore and repair damage to floors, walls and other parts of the building that were incurred during implementation. Contractor shall clean the work area or site every end of workday during implementation.

#### 4. Completion Criteria

The implementation is considered completed once the following conditions are achieved:

4.1 Successful completion of installation of all the components of the office partition walls and all pertinent user acceptance certificates are completed.

4.2 Turn-over to AMLC of all documentations, as-built plans, and other pertinent documents.

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.

##### Spare Parts:

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare



parts manufactured or distributed by the Supplier:

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

b. in the event of termination of production of the spare parts:

1. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

2. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 3 years.

Packaging:

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

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

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.

2 Advance Payment and Terms of Payment

2.2 "The terms of payment shall be One-time payment upon issuance of Inspection and Acceptance Report (IAR) by the Inspection and Acceptance Committee (IAC)"

### 3 Performance Security

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:

Form of Performance Security Amount of Performance Security (Not less than the required percentage of the Total Contract Price)

a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument. Five percent (5%)

b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument

c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. Thirty percent (30%)

### 4 Inspection and Tests

The inspections and tests that will be conducted are:

Inspection: Upon delivery of Goods, Inspections on compliance with the requirements of the Bidding Documents, including Technical Specifications and Schedule of Requirements

Testing: Upon completion of project implementation

### 5 Warranty

5.1 The Bidder warrants that the service shall be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such services. The Bidder provides two (2) years warranty, under normal use, for the goods.

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.

The said amounts shall only be released after the lapse of one (1) year after acceptance by the Procuring Entity of the delivered Goods.

After the lapse of the period, the Procuring Entity shall release the retention money or special bank guarantee, Provided, that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

### 6 Liability of the Supplier

The Bidder shall be liable for injuries suffered by the employees of the Procuring Entity or damages caused to any 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 their personnel. Damages shall be repaired by the contractor at their own expense and to the satisfaction of the Procuring Entity

### FORCE MAJEURE

Except in respect of payment of 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, earthquake, flood, riot, embargo, sabotage, government act or failure of the Internet, provided that the delayed party gives the other party prompt notice of the reasons for such cause.

## Section VI. Schedule of Requirements

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

Item Number Description Quantity Total Delivered, Weeks/Months

1 Office Partition Walls 1 lot Within 75 calendar days after receipt of Notice to Proceed

## Section VII. Technical Specifications

Item Specifications Statement of Compliance Reference

AMLC Head Office, 5th Floor Manila

CONFERENCE ROOM, RECEIVING AREA, AND OED ROOM PANELS

Supply and delivery of additional office wall partitions with modification of existing glass wall panels in the conference room and OED Director's room at 5th Floor Head Office. Modification includes dismantling, relocation of existing glass door and installation of NEW and EXISTING wall panels in all sides of the rooms to accommodate more space.

Supply, delivery and complete installation of new office wall partitions for the Receiving Area at 5th Floor Head Office to conform with the existing design of the office wall partitions and to enhance the receiving area.

### SPECIFICATIONS FOR NEW AND ADDITIONAL WALL PARTITION PANELS

1. Should be same specifications as existing office wall partitions.
2. New conference room dimension: 8.02 L x 6.06 W x 2.55 H
3. New OED Director's Room Dimension: 6.76 L x 4.03 W x 2.55 H

4. 82mm (+/-1mm tolerance) thick tile and frame demountable double-faced walls in all aluminum extrusion frames
5. Frames, Posts and finishing strips are non-corrosive and are made of Aluminum for smooth finish walls.
6. With Galvanized steel 80mm x 50mm x 35mm H-frame as main structure with provision for wiring penetration.
7. 89mm-95mm high adjustable baseboard to compensate for uneven floor levels
8. Skin option: With 5mm thick double-faced tempered CLEAR glass tiles for lower and upper panels; with double-faced tempered FROSTED glass tiles for middle panels. With option for open panel in the upper portion
9. For wire management, wirings can pass thru panels and baseboard. Outlets and switches can be placed on square post.

#### CONFERENCE ROOM ACCORDION WALL

Supply, delivery and complete installation of new heavy duty operable wall/accordion walls at Conference Room to divide the existing big conference room and convert into two (2) smaller rooms. This includes the conversion of existing conference table from one (1) big conference table into 2 smaller tables.

#### SPECIFICATIONS FOR ACCORDION WALLS

1. Operable Wall Partitions in Fabric Finish; with 1set door within the panels; double wall panels with rockwool insulation (1.00mH) and Track Hanger (+/-1.00m H); with Storage Rail track & telescopic panels
2. Dimension: 2.70m H x 5.952m W (total of 6 panels = 0.992m)
3. PANEL CONSTRUCTION - 103mm thick x 992mm W (min) x 2700mm H
4. HINGES - Stainless butterfly hinges for door panel.
5. HEAVY DUTY ALUM. TRACK & HARD PLASTIC ROLLERS - 5mm thick x 101mm x 106mm (powder coated standard white)
6. ALUMINUM JAMB FRAME - 1.50mm x 101mm aluminum profile (powder coated- standard white).
7. ALUMINUM COPE BOARD - 57mm both top and bottom, not more than standard height or top aluminum cope board (powder coated- standard white).
8. CARRIER SYSTEM - 2 (two) or 1 (one) Roller assembly for each panel. (as per parking area designed)
9. PANEL INSULATION - Rockwool Insulation (50mm x 80 kg density) & Rubber Sheet (6mm)
10. MECHANICAL CRANKING SEAL - Manually operated retractable top and bottom
11. END PANEL CLOSURE - Telescopic type at the last panel is used to seal the gap between wall attachment and last panel.
12. SOUND TRANSMISSION CLASS - 40- 45 Db

AMLC Head Office, 6th Floor Manila

#### FIAG/FCIG ROOM

Supply, delivery and complete installation of modular partitions to separate FIAG and FCIG at 6th Floor Head Office.

1. 25mm thick powder-coated all-aluminum frames with tapered profile; Horizontal/vertical frame connectors are chrome plated solid die-cast aluminum finish, with interlocking connection with the panels. All end-caps are vandal-resistant (removable with the use of tools only); with 5mm thick clear glass at upper panels; the upper & lower panels separated by an aluminum mid-bar in powder coated finish
2. Total Panel Height : 1.60m H from floor finish level
3. Panel Size: 1.60m H x 1.80m W x 8pcs.
4. Panel Size: 1.60m H x 0.80m W x 1pc.
5. Panel Finish: Fabric to be approved by end-user or same as existing

See detailed drawings and floor plan in "Annex A", which is made an integral part of the Bidding Documents

[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.]

### Section VIII. Checklist of Technical and Financial Documents

#### I. TECHNICAL COMPONENT ENVELOPE

##### Class "A" Documents

##### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
or  
☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperated Development Authority (CDA) for cooperatives or its equivalent document,  
and  
☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
and  
☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

##### Technical Documents

- ☐ (f) 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
- ☐ (g) 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
- ☐ (h) 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
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- ☐ (j) 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

- ☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- ☐ (l) 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

- ☐ (m) 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)

- ☐ (n) [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.
- ☐ (o) 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).

#### Notes:

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

#### Section IX. Bidding Forms

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## Financial Bid Form

Date: \_\_\_\_\_  
Purchase Request No.: \_\_\_\_\_

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

Gentlemen:

Having examined the Bidding Documents (including Bid Bulletin), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver \_\_\_\_\_ in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ [total bid amount in words] (PHP \_\_\_\_\_) [total bid amount in figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause Error! Reference source not found. and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per ITB Clause Error! Reference source not found. of the Bidding Documents.

We likewise certify/confirm that the undersigned, as the owner and sole proprietor or authorized representative of \_\_\_\_\_ [Name of Bidder], has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the IBM i2 Software Maintenance of the Anti-Money Laundering Council.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

Schedule of Prices  
(For Services)

Name of Bidder .  
Purchase Request No. 24-\_\_\_\_

Item Specification Cost\*  
(Inclusive of Value-Added Tax and Other Incidental Expenses)

1  
2  
3  
4

TOTAL BID PRICE

\*Merge for 1 Lot

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

SCHEDULE OF PRICES  
(For Goods Offered from Within the Philippines)

Name of Bidder .  
Purchase Request No. 24-075

1 2 3 4 5 6 7 8 9 10  
Item Description Country of origin Quantity Unit price EXW per item Transportation and Insurance 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)

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

SCHEDULE OF PRICES  
(For Goods Offered from Abroad)

Name of Bidder .  
Purchase Request No. 24-075

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)

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

Contract / Agreement Form

THIS AGREEMENT made on \_\_\_\_\_ 2020 between the ANTI-MONEY LAUNDERING COUNCIL of the Philippines (hereinafter called "the Entity") of the one part and [NAME OF SUPPLIER] of [Full Address of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [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] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Bid Bulletins;
- (g) the Performance Security; and
- (h) the Entity's Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all

respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

[INSERT NAME]

Authorized Representative of the Entity [INSERT NAME]

Authorized Representative of the Supplier

WITNESSES:

\_\_\_\_\_  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_

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  
[Insert Name] \_\_\_\_\_  
Community Tax Certificate No. Date/Place of Issue  
\_\_\_\_\_

Government-Issued ID/No. Date/Place of Issue  
[Insert Name] \_\_\_\_\_  
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.

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Omnibus Sworn Statement

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 [Secretary's Certificate or 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;

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 following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

IN WITNESS WHEREOF, I have hereunto set my hand on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me on \_\_\_\_\_ at \_\_\_\_\_,

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

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

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Secretary's Certificate

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

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

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

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

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

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

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

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

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Bank Guarantee Form for Advance Payment

To: Anti-Money Laundering Council

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

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

x-----x

#### BID SECURING DECLARATION

Invitation to Bid: [Purchase Request No. \_\_\_\_]

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

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 enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, as indicated in the Bidding Documents, from receipt of the Notice of Award; (b) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (c) 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 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;

(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 on \_\_\_\_\_ at \_\_\_\_\_.

[NAME OF BIDDER'S AUTHORIZED

REPRESENTATIVE]  
[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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Series of 2024

**Pre-bid Conference**

Date	Time	Venue
03/12/2024	1:00:00 AM	Rm 507, 5/F EDPC Bldg., BSP Complex Malate, Manila Manila Metro Manila

**Created by** Camille Anne Y. Alag  
**Date Created** 21/11/2024

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