



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

**TERMS OF REFERENCE**

Subscription to AML Analytics'  
Regulatory Testing of Sanction Screening Systems (Thematic Review)  
(Purchase Request No. 21-097)

**BRIEF DESCRIPTION**

Subscription to AML Analytics' Thematic Review, as an automated testing system on the effectiveness of terrorist financing sanction list screening performed by covered persons.

The Approved Budget for the Contract (ABC) is USD65,000.00

**INSTRUCTIONS TO SUPPLIERS**

*Form of Quotation:*

The Suppliers<sup>1</sup> shall be required to submit its Quotation using the Prescribed Form (See Page 5) together with the documentary requirements to the Anti-Money Laundering Council (AMLC) at:

**Atty. Froilan L. Cabarios**  
Head, BAC Secretariat  
[flcabarios@amlc.gov.ph](mailto:flcabarios@amlc.gov.ph)

*Documentary Requirements:*

The following documentary requirements should be submitted at the time of the submission of the Supplier's Quotation:

- PhilGEPS Registration Number/Certificate
- Certificate of Incorporation or its equivalent in foreign State for service providers based outside the Philippines
- Mayor's/Business Permit or its equivalent in foreign State for service providers based outside the Philippines
- Income/Business Tax Return or its equivalent in foreign State for service providers based outside the Philippines

Submission of digital/scanned copies of aforementioned documents may be allowed to hasten the procurement process provided the actual authenticated/apostilled documents shall be submitted prior to the release of Notice of Award.

*Pre-bid Conference:*

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<sup>1</sup> Or Service Providers (for procurement of services).

- A pre-bid conference shall be held via an online platform upon notice in order to clarify and/or explain any of the requirements, terms, conditions, and specifications stipulated in this Terms of Reference.
- Simplified negotiations on the terms and conditions of the contract may be conducted by the BAC to ensure that the supplier is technically, legally, and financially capable to deliver the goods at the most advantageous price and contract for the Government<sup>2</sup>.
- Decisions of the BAC amending any provision of the Terms of Reference shall be issued in writing through an amended Terms of Reference.

## GENERAL CONDITIONS

### *Quotation Price:*

Supplier's quotation shall be the actual and total cost of subscription, including travel, accommodation and subsistence costs, and transfer/remittance/bank charges which will be incurred in the payment process and deductible from the Contract Price.

The subscription cost is free from any gains/losses from foreign exchange fluctuations. Any foreign exchange loss will be shouldered by AMLC.

### *Quotation Validity Period:*

Quotations shall be valid for not exceeding sixty (60) days from receipt by the BAC Secretariat.

### *Delivery period*

Within 5 days from receipt of Purchase Order or signing of the Contract unless a different period is mutually agreed upon by the parties. The Service Provider must submit Certification or any document signifying delivery of the license (or access to the tool) or its equivalent.

### *Warranty:*

- The Supplier warrants that the goods supplied are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials. The Supplier also warrants that all goods supplied shall have no patent or latent defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. The Supplier further warrants that the goods supplied is fit for the use for which it was intended.
- The obligation for the warranty shall be covered by a warranty security<sup>3</sup> in the form of *retention money* in an amount equivalent to **five percent (5%)** of every progress payment, or total contract price in case of one-time payment.

<sup>2</sup> In accordance with Section V.A(2)(c), Annex "H", 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

<sup>3</sup> Mandatory under Section IV.M, Annex "H", 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

- The AMLC shall promptly notify the Supplier in writing<sup>4</sup> of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within fifteen (15) days and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the AMLC. If the Supplier, having been notified, fails to remedy the defects within the period specified in the contract, the AMLC may proceed to call upon the warranty security, without prejudice to any other rights which it may have against the Supplier under these Terms of Reference and under the applicable law.
- The warranty security shall only be released after issuance by the Inspection and Acceptance Committee (IAC) of the Certificate of Final Acceptance (CFA).
- After the lapse of the period, and upon request by the Supplier, the AMLC shall release the warranty security, *Provided*, that the goods supplied are free from patent and latent defects and all conditions imposed under the Terms of Reference have been fully met.

*Contract Period:*

Subscription period shall be a period of 1 year from signing of the Contract.

The contract and the subscription of the license are renewable for another 1 year provided notice to renew is given sixty (60) days in advance of the subscription period finishing.

*Liquidated Damages:*

- A delay by the Supplier in the full delivery of the goods/services shall render the Supplier liable for liquidated damages, which shall be deducted by the AMLC from each payment or total contract price in case of one-time payment.
- Liquidated damages shall be equal to one-tenth (1/10) of one percent (1%) of the total contract price for every day of delay.

*Payment:*

- Payments shall be made only upon the issuance of the **Inspection and Acceptance Report (IAR)**<sup>5</sup> by the IAC.
- No payment shall be made for supplies and materials not yet delivered or services not yet rendered.
- The Supplier's request for payment shall be made in writing, accompanied by an invoice describing, as appropriate, the goods delivered and/or services performed, and by documents submitted pursuant, and upon fulfillment of other obligations stipulated in these Terms of Reference.

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<sup>4</sup> Can be done through e-mail

<sup>5</sup> Certificate of Acceptance (for Consultancy Services).

- Payments shall be made promptly by the AMLC within thirty (30) days from issuance of the IAR by the IAC.
- Payment shall be made in US Dollars. The difference in the exchange rate prevailing at the time of submission of quotation and actual payment shall be borne by the AMLC.

**TECHNICAL SPECIFICATIONS:**

Item	Specifications	Units	Delivery Schedule
1	Subscription to AML Analytics' Thematic Review inclusive of: <ul style="list-style-type: none"> <li>• Initial testing of recommended 65 REs/CPs</li> <li>• AML Analytics guidance and expertise in the creation of the test configuration and the data manipulation to be used</li> <li>• Test execution support i.e. support in running of the tests and uploading of results from regulated entities</li> <li>• Guidance in interpretation of results and suggested remediation steps as part of a feedback session to Res selected.</li> <li>• Full Sandbox training to AMLC staff throughout the said initial phase on the use of the tools including test creation, features, reporting functions, and other related instruments.</li> </ul>	AMLC – 1 Regulated Entities (Res) / Covered Persons (CPs) – 65	For the period of 1 year from 20 December 2021 to 20 December 2022 or completion of the thematic review involving 65 REs.
2	At least 24/7 off-site support <sup>6</sup> for both regulator and the REs/CPs and on-site support where applicable in consideration to travel restrictions due to COVID19.		
3	The solution provider must deliver, install/configure all necessary software licenses/certificates, application programs, reporting packages, database systems, customization tools/utilities, drivers, fixes/patches and other software/hardware components/modules to make AML Analytics' Thematic Review operational and perform its functional specifications.		

**OTHER REQUIREMENTS/CONDITIONS (IF ANY):**

<sup>6</sup> Off-site support technologies include, but are not limited to, phone, email, and other digital communications as well as remote session applications.

*Suppletory Application of the Civil Code and the Procurement Law:*

In the absence of express provision in these Terms of Reference, the mandatory provisions of the New Civil Code and the Government Procurement Reform Act shall have suppletory application in the contract between the AMLC and the winning Supplier.

**The Purchase Order/Contract/Agreement, together with the Purchase Request, these Terms of Reference, Supplier's Quotation, and Notice of Award, shall constitute the Agreement between the AMLC and the winning Supplier to which the contract will be awarded.**

**ATTY. ARNOLD T. KABANLIT**  
End-User Representative

## QUOTATION FORM

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

RFQ No.: \_\_\_\_\_

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

Gentlemen:

Having examined the Request for Quotation, including the attached Terms of Reference (TOR), the receipt of which is hereby duly acknowledged, the undersigned, on behalf of the Supplier, offers to the following Quotation:

Item/Brand/Model	Units	Technical Specifications	Quotation Price
Subscription to AML Analytics' Regulatory Testing of Sanction Screening Systems (Thematic Review)	1	As stated in the Terms of Reference	USD65,000.00

We agree to abide by this Quotation for the Quotation Validity Period specified in TOR and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase Order is received by the Supplier, this Quotation, together with your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Quotation or any Quotation you may receive.

The Supplier certifies/confirms that it agrees and complies with the requirements and conditions under the Terms of Reference.

Dated this 13<sup>th</sup> day of December 2021.



**Alexander Stephen Oxford**  
*[signature over printed name]*

Managing Director, Asia-Pacific  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of AML Analytics Limited



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

**SECRETARIAT**  
OFFICE OF THE EXECUTIVE DIRECTOR

20 December 2021

**Mr. Alex Oxford**  
Managing Director, Asia-Pacific  
AML Analytics Limited  
Thruyton Down House, Thruyton Down  
Andover, Hampshire  
London, United Kingdom

Dear Mr. Oxford:

Subject: Notice of Award (NOA)

We are pleased to notify you that your price quotation for the subscription to AML Analytics' Regulatory Testing of Sanction Screening Systems in the total amount of Sixty-Five Thousand US Dollars (USD65,000.00), or an equivalent of Three Million Two Hundred Fifty Thousand Pesos (Php3,250,000.00), inclusive of all costs and applicable taxes, has been accepted pursuant to AMLC-BAC Resolution No. 21-101, series of 2021.

In view hereof, please acknowledge receipt and acceptance of this notice by signing at the portion provided below. Kindly return to us a signed copy of this NOA within two (2) calendar days from receipt hereof.

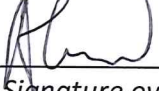
Thank you for your kind attention.

Very truly yours,

  
**MEL GEORGIE B. RACELA**  
Executive Director 

Conforme:

**AML Analytics Limited**

  
ALEXANDER S. OXFORD  
Signature over printed name of Authorized Representative  
Date: 23/12/2021