



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

TERMS OF REFERENCE
[Lex Libris Subscription]
(Purchase Request No. 20- 021)

BRIEF DESCRIPTION

Procurement of 1-year subscription of the latest version of Lex Libris to ensure that AMLC Lawyers have access to and are updated on the latest laws and jurisprudence

The approved total cost for the project is PHP62,000.00.

INSTRUCTIONS TO SUPPLIERS

Note: Suppliers who do not comply with any of the requirements, including the use of the prescribe form, in these Terms of Reference, shall be automatically disqualified.

Form of Quotation:

Suppliers are required to submit the Quotation using the Prescribed Form (See Page 5) by the Anti-Money Laundering Council (AMLC).

Documentary Requirements:

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

- Mayor's/Business Permit (BIR Certificate of Registration for individual supplier);
- PhilGEPS Registration Number/Certificate;

The aforementioned Quotation and documentary requirements may be submitted electronically to:

Atty. Erika Sheena C. Serrano
Account Officer, BAC Secretariat
eserrano@amlc.gov.ph

Copy furnished:

Atty. Froilan L. Cabarios
Head, BAC Secretariat
fcabarios@amlc.gov.ph

GENERAL CONDITIONS

Quotation Price:

Supplier's Quotation shall be inclusive of 12% Value-Added Tax (VAT) and other incidental expenses, including, but not limited to notarial expenses.

Quotation Validity Period:

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

Warranty:

- The Supplier shall guarantee the faithful performance of its obligations under the contract in accordance with the Terms of Reference. 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 AMLC shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within 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.

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:

- Payment/s shall be made only upon the issuance of the Inspection and Acceptance Report (IAR) 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.
- Payments shall be made promptly by the AMLC within thirty (30) days from issuance of the IAR by the IAC.
- Payment shall be made based on the currency stated in the quotation submitted by the bidder.


TECHNICAL SPECIFICATIONS:

No	DESCRIPTION	Unit	Delivery Schedule
1. 2. 3. 4. 5. 6. 7. 8.	<p>Software Subscription to the following:</p> <p>1. Law Encyclopedia 2018-2019 Bulletins</p> <p>2. Jurisprudence 2018-2019 Bulletins</p> <p>3. Law Encyclopedia 2018-2019 Bulletins Network License</p> <p>4. Jurisprudence 2018-2019 Bulletins Network License</p> <p>5. Law Encyclopedia 2020 Bulletins (1st-4th Qtr.)</p> <p>6. Jurisprudence 2020 Bulletins (1st-4th Qtr.)</p> <p>7. Law Encyclopedia 2020 Bulletins Network License</p> <p>8. Jurisprudence 2020 Bulletins Network License</p>	1	30 days from receipt of the Purchase Order

Supplementary 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 supplementary application in the contract between the AMLC and the winning Supplier.

The Purchase Order, 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.


KATHLEEN B. PUNZALAN
End-User Representative

QUOTATION FORM

Date: _____

RFQ No.: _____

To: **BIDS AND AWARDS COMMITTEE**
Anti-Money Laundering Council
Room 507, 5/F, EDPC 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

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 ___ day of _____ 2020.

[signature over printed name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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 Representative

Initial of 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/son

Corporate Secretary

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

Witness my hand and seal on _____.

NOTARY PUBLIC

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PURCHASE ORDER

Procuring Entity: ANTI-MONEY LAUNDERING COUNCIL (AMLC)					
Supplier:			P.O. No.:		
Supplier's Address:			P.O. Date:		
Tax Identification Number (TIN):			Mode of Procurement: Direct Contracting		
Gentlemen: Please deliver this Office the articles subject of this Purchase Order. This Purchase Order, together with the Purchase Request, Terms of Reference, Supplier's Quotation, and Notice of Award, shall constitute the Contract between the AMLC and the Supplier.					
Place of Delivery: Anti-Money Laundering Council Rm. 507, 5/F EDPC Building Bangko Sentral ng Pilipinas Complex A. Mabini Street Malate 1004, Manila, Philippines Contact Person: _____ Contact No.: _____				Delivery Date:	
Delivery Term:				Payment Term: Within 30 days from issuance of the Inspection and Acceptance Report	
Stock No.	Unit	Description	Quantity	Unit Cost (in PHP)	Amount (in PHP)
Total Amount* in Words: _____ Only				(*inclusive of 12% VAT and other incidental expenses)	
Liquidated Damages: In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) of the total contract price for every day of delay shall be imposed.					
Order Approved: <div style="text-align: center;"> MEL GEORGIE B. RACELA Executive Director </div>				Date:	
Supplier's Conforme: <i>[Signature over Printed Name of Supplier's Representative]</i>				Date:	
Fund Cluster :					
ORS/BURS No.:		ORS/BURS Date:		Amount: PHP	
Certified by: <div style="text-align: center;"> MA. ESMERALDA A. NORADA Manager, Financial Services Division </div>				Date:	