

Contract for the Procurement of One (1) Property and Supplies Management and Inventory System

CONTRACT/AGREEMENT

THIS AGREEMENT made on the 2nd day of December 2023 between the **ANTI-MONEY LAUNDERING COUNCIL**, represented by its Executive Director, Matthew M. David, with address at the Rm. 507, 5/F, EDPC Building, Bangko Sentral ng Pilipinas Complex, A. Mabini St. cor. P. Ocampo St., Malate, Manila (hereinafter called “the Procuring Entity”) of the one part and **INTERNET OF THINGS PHILIPPINES, INC.**, represented by its Authorized Representative, Sherwin A. Jubasan, with address at Unit 37 and 38 Arcel Building 1, 137 N. Domingo Street., Brgy. Balong Bato, San Juan City, Metro Manila (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly **PR No. 23-060: One (1) Lot Property and Supplies Management and Inventory System** and has accepted a Bid by the Supplier for the supply of those goods and ancillary services in the sum of **Two Million Four Hundred Ninety-Five Thousand Pesos (Php2,495,000.00)** (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning 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 parts of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - a) Schedule of Requirements;
 - b) Technical Specifications;
 - c) General and Special Conditions of Contract; and
 - d) 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

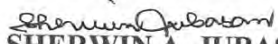





- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *Two Million Four Hundred Ninety-Five Thousand Pesos (Php2,495,000.00)* or such other sums as may be ascertained, the *Internet of Things Philippines, Inc.* agrees to supply, deliver, install, configure, and deploy *PR No. 23-060: One (1) Lot Property and Supplies Management and Inventory System (PSMIS)* in accordance with its Bid.
4. The *Anti-Money Laundering Council* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

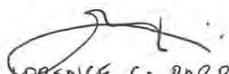
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


MATTHEW M. DAVID
Authorized Representative of the Procuring Entity


SHERWIN A. JUBASAN
Authorized Representative of the Supplier

WITNESSES:


MARIA CHARLOTTE V. ARSANBURO
Witness


MARC LORENCE C. PARROSA
Witness

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REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF City of Manila) S.S.

ACKNOWLEDGMENT

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

	Government-Issued ID/No.	Date/Place of Issue
<u>MATTHEW M. DAVID</u>	<u>PSF ID NO 0219</u>	_____

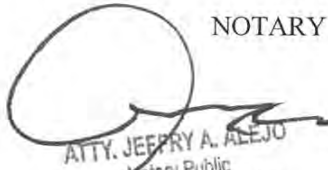
who were identified by me through competent evidence or identity to be the same persons described in the foregoing instrument, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and of the principals they represent.

This instrument, referring to the CONTRACT/AGREEMENT for **PR No. 23-060: One (1) Lot Property and Supplies Management and Inventory System**, consisting of four (4) 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 DEC 22 2023 at City of Manila, Philippines.

NOTARY PUBLIC

Doc. No. [377
Page No. [75
Book No. [111
Series of 2023.


ATTY. JEFFRY A. ALEJO
Notary Public
Commission No. 2022-047
Until 31 December 2023
IBP No. 174784 / 5 January 2022
PTR No. MLAG282353 / 10 March 2022
MCLE Compliance No. VII-0007695/ Valid Until 2025
Bangko Sentral ng Pilipinas, Malate, Manila
Roll of Attorneys No. 66665

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF MANILA) S.S.

ACKNOWLEDGMENT

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


	Government-Issued ID/No.	Date/Place of Issue
<u>SHERWIN A. JUBASAN</u>	<u>PHILIPPINE PASSPORT NO. P2468902 e</u>	<u>11 MAR 2023 / DFA NCR WASHINGTON</u>

who were identified by me through competent evidence or identity to be the same persons described in the foregoing instrument, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and of the principals they represent.

This instrument, referring to the CONTRACT/AGREEMENT for **PR No. 23-060: One (1) Lot Property and Supplies Management and Inventory System**, consisting of four (4) 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 22 DEC 2023 at CITY OF MANILA, Philippines.

Doc. No. 382
Page No. 77
Book No. 38
Series of 2023.


NOTARY PUBLIC
ATTY. GILBERTO B. PASIMANERO
Notary Public until December 31, 2023
Notarial Commission 2022 - 052
IBP# 165727; Pasig for yr. 2023 /
PTR# 0801164; MA# 1-3-2023
Roll # 25473; TIN# 103-098-346 |
MCLE Exempt. No. VII-NP004370 til 4-14-2025






BANGKO SENTRAL
NG PILIPINAS



DAVID
Matthew M.

ID No.
0019



BANGKO SENTRAL NG PILIPINAS

Employee Signature *[Signature]*
Employee No.: **076336**
Blood Type: **B**



Hotline number in case of emergency
(02) 8811-1BSP or (02) 8811-1277

*The BSP does not accept
and any form of reproduction
is prohibited*


[Signature]
Eli M. Remolona, Jr.
Governor

+117442 35101088276-1 SF

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REPUBLIKA NG PILIPINAS
 Republic of the Philippines
PAMBANSANG PAGKAKALAMANLAN
 Philippine Identification Card

3798-6506-4818-8853



Apelyido/Last Name
KABANLIT
 Mga Pangalan/Given Names
ARNOLD
 Gitnang Apelyido/Middle Name
TAN
 Petsa ng Kapanganakan/Date of Birth
JULY 09, 1976

Tirahan/Address
 UNIT 1515 TOWER 1, AVIDA CITY FLEX TOWERS LANE 1, FORT
 BONIFACIO, CITY OF TAGUIG, NCR, FOURTH DISTRICT

PHL

Araw ng pagkakaalob/Date of Issue
 04 NOVEMBER 2011

Kasarian/Sex
MALE
 Uri ng Dugo/Blood Type
 O

Kalagayang Sibil/Marital Status
MARRIED
 Lugar ng Kapanganakan/Place of Birth
 CITY OF DAVAO
 SUR



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 PSA Office www.psa.gov.ph 2110774959

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	Supply, Delivery, Installation, Configuration, Migration and Testing of 1 Lot Property and Supplies Management and Inventory System (PSMIS)	1 Lot	1 Lot	Delivery and implementation is required within 120 calendar days after receipt of Notice to Proceed.
	<p>PROJECT IMPLEMENTATION</p> <p>a. The Supplier shall supply and deliver a Property and Supplies Management and Inventory System (PSMIS) that will fully automate the process of management and inventory of properties and supplies through barcoding and-RFID tags linked to a developed system compliant with the Government Accounting Manual.</p> <p>b. The supplier shall install, configure the system and facilitate data migration of existing property and supplies database to the PSMIS.</p> <p>c. The Supplier shall perform configuration and testing of the system.</p> <p>d. The Supplier shall surrender System Administration Accounts, and/or license keys to AMLC.</p> <p>e. The Supplier shall provide 8 hours/ five days a week onsite and/or online support for both hardware and software for a period of one (1) year from the date of acceptance of the system.</p> <p>f. The Supplier shall provide semi-annual maintenance during the warranty period covering one year from the date of acceptance of the system.</p> <p>g. The Supplier shall conduct knowledge transfer to the end-users.</p> <p>h. The Supplier must submit the following documents as part of deliverables prior to acceptance of project.</p> <ul style="list-style-type: none"> • Administration / Operations /User Guide • User Acceptance Tests (UAT) 			

Sherrin Johnson

Sherrin Johnson
AF
John

	<p>Results</p> <ul style="list-style-type: none"> • Certificate of Attendance (Knowledge transfer) • Warranty Certification 			
	<p>i. The Supplier shall submit the Application Programming Interface to the end-users.</p>			

Shamir Johnson

John
for
Shamir Johnson

Section VII. Technical Specifications

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 statement 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.

Item	Specification	Statement of Compliance
1	The delivery of a Property and Supplies Management and Inventory System with perpetual license/ ownership, with complete documentation such as User's Manual, Operations Manual, Technical Documentations and others that maybe deemed necessary by the Administrative Services Division (ASD) and the IT Services Staff (ITSS) are to be submitted.	COMPLY (See Certification for Technical Specification Compliance)
2	The Supplier shall provide (2) licenses each for server operating system and database application.	COMPLY (See Certification for Technical Specification Compliance and highlighted brochure of Microsoft Windows and SQL Server 2022)
3	Additionally, the Supplier shall also deliver RFID printers, mobile terminal, labels, RFID Tags, and necessary peripherals for the execution of the Property and Supplies Management and Inventory System (PSMIS) using the application with the following requirements:	COMPLY (See Certification for Technical Specification Compliance)
4	<p>I set- Mobile Terminal for scanning of barcodes and/ or RFID tags</p> <ul style="list-style-type: none"> - Must have 1D/2D Barcode/QR Code/ RFID Scanner to scan assets tagged with either Barcode or UHF RFID tags - UHF Read Range at least 10 meters - Protocol: Similar, upgraded, or newer version of EPC C1 Gen 2; ISO 18000-6C - Can read at least 200 RFID tags per second to have faster inventory scanning - At least Quad Core - At least 2GB RAM, 16GB ROM or higher - The display should be at least 5 inches - Damage resistant glass, gloves and wet hands supported 	<p>COMPLY (See Certification for Technical Specification Compliance and highlighted brochure of IOTRAKK IDTC72)</p> <p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p> <p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p> <p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p> <p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p> <p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p> <p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p> <p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p> <p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p> <p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p>






	<ul style="list-style-type: none"> - At least 1 slot for SIM Card, 1 slot for SIM or TF Card - At least have USB Type C port with OTG 	<p>highlighted brochure of IOTRAKK IDTC72) COMPLY (See attached highlighted brochure of IOTRAKK IDTC72) COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p>
	<ul style="list-style-type: none"> - Must have big capacity Rechargeable Battery, more than 7800mAh - Must have long standby battery Power and can last for more than a week - Must be handy and portable and weighs less than 1 kilogram - Must have slot for external memory that can support at least 64gb - Must pass concrete drop test to ensure durability 	<p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72) COMPLY (See attached highlighted brochure of IOTRAKK IDTC72) COMPLY (See attached highlighted brochure of IOTRAKK IDTC72) COMPLY (See attached highlighted brochure of IOTRAKK IDTC72) COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p>
	<ul style="list-style-type: none"> - Must have wifi connectivity - at least IP64 to ensure protection against environmental factors 	<p>COMPLY (See attached highlighted brochure of IOTRAKK IDTC72) COMPLY (See attached highlighted brochure of IOTRAKK IDTC72)</p>
5	<p>1,100 PCS ON-METAL RFID Sticker, IP68</p> <ul style="list-style-type: none"> - Protocol: EPC Class 1 Gen2v2 - Must be compatible and optimized for all materials - Material: White synthetic label - Size is at least 75x40mm with ground plane to accommodate required asset description on label - Read Range: At least 1m - Suitable for metal and curved surfaces to a minimum of 58mm radius. - Must be compatible with UHF Printer supplied in this bid 	<p>COMPLY (See attached highlighted brochure of OMNI-ID IQ600GS and Certification for Technical Specification Compliance) COMPLY (See attached highlighted brochure of OMNI-ID IQ600GS) COMPLY (See attached highlighted brochure of OMNI-ID IQ600GS) COMPLY (See attached highlighted brochure of OMNI-ID IQ600GS) COMPLY (See attached highlighted brochure of OMNI-ID IQ600GS) COMPLY (See attached highlighted brochure of OMNI-ID IQ600GS) COMPLY (See attached highlighted brochure of OMNI-ID IQ600GS) COMPLY (See attached highlighted brochure of OMNI-ID IQ600GS)</p>
6	<p>1,100 pcs UHF RFID ADHESIVE LABEL</p> <ul style="list-style-type: none"> - at least 75x40mm to accommodate required asset description on label - Read Range: at least 1 meter 	<p>COMPLY (See attached highlighted brochure of IOTRAKK AT8040AH9 and Certification for Technical Specification Compliance) COMPLY (See attached highlighted brochure of IOTRAKK AT8040AH9) COMPLY (See attached highlighted brochure of IOTRAKK AT8040AH9)</p>

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10	<p>PSMIS Asset Types The PSMIS shall have, but will not be limited to the following major Asset types:</p> <p>a. Property, Plant and Equipment (PPE) - monitoring not only of the office machines, furniture, and vehicles. It also covers other real property assets such as land and land improvements, infrastructure assets, buildings and other structures, machinery, and equipment, etc.</p>	COMPLY (See Certification for Technical Specification Compliance)
11	<p>b. Common-use Supplies and Equipment (CSE) - this shall include the monitoring and control on the receipt and distribution of all materials and supplies such as (but not limited to) all inventories held for consumption (Office Supplies), semi-expendable machinery and equipment, and semi-expendable furniture, fixtures, and books.</p>	COMPLY (See Certification for Technical Specification Compliance)
12	<p>Minimum Functional Requirements</p> <p>a. User Management – shall enable admins to control user access; from adding a user, viewing, or editing user details, managing passwords and security roles, unlocking access, and deactivating a user. Shall be integrated with AMLC's single sign-on service.</p>	COMPLY (See IOASSET Brochure Letter e and Certification for Technical Specification Compliance)
13	<p>b. Asset Registry – records of assets cost, quantity classification, number, description, date of purchase, value, physical location, service warranty, and Depreciation.</p>	COMPLY (See IOASSET Brochure Letter j and Certification for Technical Specification Compliance)
14	<p>c. Requisition and Issuance – covers the process of online request for supplies / goods/ equipment/ property up to the issuance and acknowledgment of the end-user. It should follow the standardized way of keeping track of and accounting for all requisitions and issuances made within the agency.</p>	COMPLY (See IOASSET Brochure Letter g and k and Certification for Technical Specification Compliance)
15	<p>d. Acceptance – covers the process of inspection, verification, and acknowledgement of Supply and/or Property Custodian of the receipt of items.</p>	COMPLY (See IOASSET Brochure Letter c and Certification for Technical Specification Compliance)
16	<p>e. Property Repair/Maintenance/Disposal – proper monitoring and recording of PPE items endorsed to the following:</p> <ul style="list-style-type: none"> • Repair of Property • Maintenance of Property • Condemnation/Destruction of Property • Transfer of Property • Donation of Property • Sale of Unserviceable Property • Attachment and uploading of documents related to the repair/retirement/disposal of property (e.g., Inventory and Inspection Report of Unserviceable Property (IIRUP), Appraisal Report, etc.) 	COMPLY (See IOASSET Brochure Letter f and o and Certification for Technical Specification Compliance)
17	<p>a. Reacquisition – covers the process of return of any assets by employees due but not limited to termination of their employment, contract, or agreement.</p>	COMPLY (See IOASSET Brochure Letter h and m and Certification for Technical Specification Compliance)






18	<p>b. Reports and Asset Monitoring – shall be compliant with the Government Accounting Manual (GAM) and latest/related issuances among others, to include the following but not limited to:</p> <ol style="list-style-type: none"> 1. Uploading of documents: <ol style="list-style-type: none"> 1. Purchase Request (PR) 2. Purchase Order (PO) / Contracts 2. Generation of reports: <ol style="list-style-type: none"> 1. Requisition and Issue Slip (RIS) 2. Stock Card (SC) 3. Property Card (PC) 4. Inspection and Acceptance Report (IAR) 5. Inventory Custodian Slip (ICS) 6. Property Acknowledgment Receipt (PAR) 7. Report of Supplies and Materials Issued (RSMI) 8. Waste Material Report (WMR) 9. Report of Lost, Stolen, Damaged or Destroyed Report (RLSDDP) 10. Property Transfer Report (PTR) 11. Inventory and Inspection Report of Unserviceable Property (IIRUP) 	
	<ol style="list-style-type: none"> 12. Property, Plant and Equipment Ledger Card (PELC) 13. Report of the Physical Count of Inventories (RPCI) 14. Report on the Physical Count of Property, Plant and Equipment (RPCPPE) 15. List of Properties for repair and maintenance 16. List of Properties with valid Service Warranty 17. List of items with highest consumption/ request record 18. List of items within and beyond re-order point value 19. Semi-Expendables Property Card (SPC) 20. Semi-Expendables Property Ledger Card (SPLC) 21. Registry of Sem-Expendables Property Issues (RegSEPI) 22. Inventory Transfer Report (ITR) 23. Receipt of Returned Semi-Expendables Property (RRSP) 24. Report of Semi-Expendable Property Issued (RSPI) 25. Report of The Physical Count of the Semi-Expendable Property (RPCSP) 26. Report of Lost, Stolen, Damaged, or Destroyed Semi-Expendable Property (RLSDDSP) 27. Inventory and Inspection Report of Unserviceable Semi-Expendable Property (IIRUSP) 	<p>COMPLY (See IOASSET Brochure Letter a,b.1 and b.2 and Certification for Technical Specification Compliance)</p>
19	<p>c. Event logs and Monitoring – maintain relevant records/logs that provide evidence of the sequence of activities that may affect at any time an operation, procedure, or event.</p>	<p>COMPLY (See IOASSET Brochure Letter a and d and Certification for Technical Specification Compliance)</p>
20	<p>d. Quick Response (QR) Codes, Barcodes and RFID Management – QR codes, barcodes and RFID with relevant information shall be printed through the application. Different functions or processes of the application may read QR codes, barcodes, and RFID for effective and efficient execution.</p>	<p>COMPLY (See IOASSET Brochure Number 1, Letter p, q and r and Certification for Technical Specification Compliance)</p>
21	<p>e. Data Visualization – a dashboard that would provide visualization of aggregated data using key performance metrics.</p>	<p>COMPLY (See IOASSET Brochure Letter i and Certification for Technical</p>




		Specification Compliance)
22	f. Utilities – should have notification function for common supply items within the minimum inventory stock or re- order point value, review and approval of submitted CSE per office, and CRUD (create, update, and delete) function for property/supply item classification.	COMPLY (See IOASSET Brochure Letter n and Certification for Technical Specification Compliance)
23	g. Employee Self-Service Module – should have the facility to view the current inventory status of all office properties and supplies, online request for issuance of property and supplies with automatic generation of Requisition and Issue Slip (RIS), and generation and submission of user’s Office Annual Common Supplies and Equipment (CSE) proposal.	COMPLY (See IOASSET Brochure Letter g and j and Certification for Technical Specification Compliance)
24	Minimum Non-Functional Requirements a. Usability – A simple and consistent user interface that is easily understandable by the users. User Experience best practices shall be used in the design and implementation.	COMPLY (See Certification for Minimum Non-Functional Requirement Compliance)
25	b. Performance – Response time shall not show any sign of decline as the number of users increases.	COMPLY (See Certification for Minimum Non-Functional Requirement Compliance)
26	c. Serviceability – System shall have the ability for the identification of faults or exceptions and debugging.	COMPLY (See Certification for Minimum Non-Functional Requirement Compliance)
27	d. Security – System has undergone extensive security test as provided by AMLC Security Operations Center Staff. Authentication and authorization shall be integrated with AMLC’s Active Directory service.	COMPLY (See Certification for Minimum Non-Functional Requirement Compliance)
28	e. Privacy – Shall be compliant with The Data Privacy Act of 2012.	COMPLY (See Certification for Minimum Non-Functional Requirement Compliance)
29	a. Interoperability - Allows the sharing of information and exchange of data with other AMLC systems using an application program interface (API).	COMPLY (See Certification for Minimum Non-Functional Requirement Compliance)
30	Other Requirements The BIDDER’s system should have the facility to create and customize reports as required by the agency.	COMPLY (See Certification for Other Requirement Compliance)
31	The Perpetual License and installer of the PSMIS Software including database shall be turned-over to the AMLC Administrative Services Division (ASD).	COMPLY (See Certification for Other Requirement Compliance)
32	Submission of complete system documentation such as but not limited to technical documentations (data flow diagram, entity relationship diagram, use case diagram, process flow, database schema, system administration, user and access management), operation’s manual and user’s manual.	COMPLY (See Certification for Other Requirement Compliance)
33	The supplier shall respond and resolve issues within reasonable time from the occurrence issues.	COMPLY (See Certification for Other Requirement Compliance)
35	The bidder will provide all the hardware and software necessary for the implementation of the PSMIS, including but not limited to server operating system and other database system software that is essential for record keeping and updating of the system.	COMPLY (See Certification for Other Requirement Compliance)






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.

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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	<p>Scope of Contract</p> <p>Equivalency of Standards and Codes:</p> <p>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.</p> <p>Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “<i>or at least equivalent.</i>” References to brand names cannot be used when the funding source is the GOP.</p> <p>Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.</p> <p>Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.</p> <p>Delivery and Documents:</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to <i>Rm. 507, 5/F, EDPC Building, BSP Complex, A. Mabini St., Malate Manila</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Ms. Maria Christine V. Alejandrino</i>.</p> <p>Incidental Services:</p>






The Supplier is required to provide all of the following services, including additional services, if any, specified in **Section VI (Schedule of Requirements)**:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods, i.e. all necessary hardware, software, and other components including but not limited to services not specifically mentioned but are required for compliance and to meet the objectives of the Project at no additional cost to AMLC;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. 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 *6 years*.

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	<p>Packaging:</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p>





	<p>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.</p> <p>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.</p> <p>Intellectual Property Rights:</p> <p>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.</p>
2	Advance Payment and Terms of Payment
2.1	<p>The terms of payment shall be one-time payment. Payment shall be made upon completion and submission of the deliverables and outputs defined above to the Anti- Money Laundering Council, 5th Floor EDPC Building, Bangko Sentral ng Pilipinas Complex Malate, Manila, and shall be subjected to 5% or One Hundred Sixty Thousand Pesos Only (PhP160,000.00) retention money to cover the warranty and support period as provided hereunder.</p>





3	<p>Performance Security</p> <p>The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:</p> <table border="1" data-bbox="381 394 1247 1033"> <thead> <tr> <th data-bbox="381 394 971 533">Form of Performance Security</th> <th data-bbox="971 394 1247 533">Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="381 533 971 699">a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's / manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</td> <td data-bbox="971 533 1247 699">Goods and Consulting Services – Five percent (5%) or PhP160,000.00.</td> </tr> <tr> <td data-bbox="381 699 971 919">b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/ guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</td> <td data-bbox="971 699 1247 919">Infrastructure Projects – Ten percent (10%) or Php320,000.00</td> </tr> <tr> <td data-bbox="381 919 971 1033">c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="971 919 1247 1033">Thirty percent (30%) or Php960,000.00</td> </tr> </tbody> </table>	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.	Goods and Consulting Services – Five percent (5%) or PhP160,000.00.	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.	Infrastructure Projects – Ten percent (10%) or Php320,000.00	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%) or Php960,000.00
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4	<p>Inspection and Tests</p> <p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> • <i>Inspection and Testing of Property and Supplies Management and Inventory System</i> • <i>Inspection of Warranty Certificate</i> • <i>Inspection on compliance with the requirements of the Bidding Documents including the Technical Specifications and Schedule of Requirements</i> 								
5	<p>Warranty</p>								
5.1	<p>After the delivery, the supplier shall provide warranty for the system maintenance, support, and updates for a period of one year. The delivered peripherals shall be covered by a one-year service warranty. Any peripherals which demonstrate defects within a month after the delivery shall be replaced by the supplier. The supplier shall provide knowledge transfer activity for system maintenance, administration, and usage of the system immediately upon turnover.</p> <p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) or One Hundred Sixty Thousand Pesos Only (Php160,000.00) of the total Contract Price, in accordance with GPPB Resolution No. 30-2017.</p> <p>The said amounts shall only be released after the lapse of one (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>								







Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

BIDS AND AWARDS COMMITTEE

BID BULLETIN No. 1

Project Title : PR23-060 One (1) Lot Property and Supplies Management and Inventory System

Date: 17 October 2023

In its meeting on 10 October 2023 and pursuant to the e-mail from the prospective bidders dated 13 and 14 October 2023, the Bids and Awards Committee resolved to issue this Bid Bulletin to clarify issues in the Bidding Documents.

Issues	Clarification/Amendments
<p><u>Issue No. 1</u></p> <p>Section II. Instruction to Bidders 15. Sealing and Marking of Bids</p> <p>Each Bidder shall submit one copy of the first and second components of its Bid.</p> <p>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.</p>	<p><u>Clarification No.1</u></p> <p>Each bidder shall submit one copy (original) of the first and second components of its Bid.</p> <p>Each bidder is requested to submit one additional hard copy of the first and second components of its Bid. However, failure of the Bidders to comply with this request shall not be a ground for disqualification.</p>
<p><u>Issue No. 2</u></p> <p>1. Are forms provided in the bidding documents mandatory?</p>	<p><u>Clarification No. 2</u></p> <p>1. Yes, the prescribed forms in the Bidding Documents are mandatory. Under Item No. 15, Section III. Bid Data Sheet, bidders are required to use the specific templates provided under Section IX (Bidding Forms), if applicable.</p> <p>Any alteration to the format of the prescribed forms, and/or use of substitute forms shall be considered as non-compliance with the</p>

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<p>2. Request to allow prospective bidders to use their own formats of Secretary's Certificate to allow bidders to accommodate authorized representatives who do not have full authority to commit the company to a project and are currently under the supervision of management.</p> <p>3. Are other agencies template for NFCC, SLCC and Statement of Ongoing and Completed Contracts may be used?</p>	<p>requirements and a ground for rejection of the bid.</p> <p>2. The request is denied. Bidders are required to use the prescribed templates as stated in Item No. 15, Section III of the Bid Data Sheet.</p> <p>3. Yes, the templates used in other agencies may also be used in this procurement project provided there are no templates prescribed in the bidding Documents.</p>
<p>Issue No. 3</p> <p>Section III. Bid Data Sheet 5.3 For this purpose, contracts similar to the Project shall be:</p> <p>a. One (1) Lot Property and Supplies Management and Inventory System (PSMIS).</p> <p>b. completed within 3 years prior to the deadline for the submission and receipt of bids.</p>	<p>Amendment No. 1</p> <p>Section III. Bid Data Sheet 5.3 For this purpose, contracts similar in nature and complexity to the Project shall:</p> <p>a. Include any of the following:</p> <ul style="list-style-type: none"> • Asset Management System • Property and Supplies Inventory System • Asset Management and Inventory System • Property Management System • Asset Management • Inventory Management <p>b. completed within 3 years prior to the deadline for the submission and receipt of bids.</p>

Shawn Johnson

Shawn Johnson
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Calley

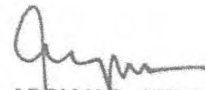
<p><u>Issue No. 4</u></p> <p>Section III. Bid Data Sheet 20 3rd Envelope – Post Qualification Documents</p> <p>c. Y2021 Income Tax Returns (ITR) duly filed thru Electronic Filing and Payment System (eFPS) of the BIR, as provided under E.O 398 or RR 3-2005 together with the Filing and Payment References. If filed manually, bidder should also submit proof of enrollment to EFPS; and</p>	<p><u>Amendment No. 2</u></p> <p>Section III. Bid Data Sheet 20 3rd Envelope – Post Qualification Documents</p> <p>c. Y2022 Income Tax Returns (ITR) duly filed thru Electronic Filing and Payment System (eFPS) of the BIR, as provided 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</p>
<p><u>Issue No. 5</u></p> <p>Section VI Schedule of Requirements Item 1 Project Implementation</p> <p>Since there is a knowledge transfer indicated in the TOR, will there be submission of source codes? If there is, will proof of source code ownership be submitted such as copyright certificate?</p>	<p><u>Clarification No. 3</u></p> <p>Submission of source code is not required.</p>
<p><u>Issue No. 6</u></p> <p>Section VII Technical Specification Item 4. 1 set Mobile Terminal for scanning of barcodes and/or RFID tags. Protocol: EPC C1 Gen 2; ISO 18000-6C</p> <p>Item 9. One (1) set Barcode Printer Thermal Transfer Print Method USB Connectivity Print Speed: Not less than 4 inch per second Print Width should be at least 4 inches Weight: Must not exceed 1.5 kg</p>	<p><u>Amendment No. 3</u></p> <p>Section VII Technical Specification Item 4. 1 set Mobile Terminal for scanning of barcodes and/or RFID tags. Protocol: Similar, upgraded, or newer version of EPC C1 Gen 2; ISO 18000-6C</p> <p>Item 9. One (1) set Barcode Printer Thermal Transfer Print Method USB Connectivity Print Speed: Not less than 4 inch per second Print Width should be at least 4 inches Weight: Must not exceed 1.8 kg</p>
<p><u>Issue No. 7</u></p> <p>Will there be a demonstration during the post qualification? Will the scope to be</p>	<p><u>Clarification No.4</u></p> <p>Yes. The conduct of demonstration may be required at the option of the BAC or</p>

Shamir J. ...

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demonstrated need to be a GAM compliant Inventory Management System?	BAC-TWG for purposes of post qualification evaluation.
<p>Issue No. 8</p> <p>For the devices, may we request to reconsider that the manufacturer's certificate be not required? The warranty can already address the need should there be issues on the provided devices.</p> <p>Is a Manufacturer Certificate of Authorized Distribution from the OEM manufacturer required by the AMLC, or is a certificate from the distributor sufficient?</p>	<p>Clarification No.5</p> <p>The bidder must submit manufacturer's certificate or certificate from the distributor, if applicable.</p>

This shall form an integral part of the Bidding Documents.


ADRIAN A. ARPON
 Vice Chairperson









