



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

REQUEST FOR QUOTATION

Date: 16 August 2023
RFQ No.: 23-63-01

Gentlemen:

The **Anti-Money Laundering Council (AMLC)**, through its Bids and Awards Committee (BAC), intends to procure the **One Lot Multi-Year Maintenance and Support of Ruijie Switches** through **Section 53.9 (Negotiated Procurement – Small Value Procurement)** of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Please quote your **best offer** for the item/s described herein, subject to the Terms and Conditions and complete submission of documentary requirements provided under the attached Terms of Reference.

Submit your quotation duly signed by you or your duly authorized representative **not later than the deadline on 24 August 2023 at 2:00PM.**

For any clarification, you may email us at ajpineda@amlc.gov.ph.

Original Signed
Arlene J. Pineda
Account Officer

TERMS OF REFERENCE

One Lot Multi-Year Maintenance and Support of Ruijie Switches
(Purchase Request No. 23-063)

BRIEF DESCRIPTION

This project is for the procurement of the Multi-Year Maintenance and Support of Ruijie Switches of the AMLC.

Approved Budget

The Approved Budget for the Contract (ABC) is Php244,650.00.

ABC broken down as follows:

Year	ABC/Year
Year 1 (2023)	Php81,550.00
Year 2 (2024)	Php81,550.00
Year 3 (2025)	Php81,550.00
Total ABC	Php244,650.00

Only the funding for the first year is assured. The funding for the second and third year shall depend on the availability of funds of the AMLC, as reflected in the succeeding APPs, as well as the result of the Performance Assessment on the goods/services provided by the winning bidder.

INSTRUCTIONS TO SUPPLIERS

Form of Quotation:

Suppliers¹ are required to submit its Quotation using the Prescribed Form (See Page 9) 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
- Omnibus Sworn Statement and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative [Use AMLC Prescribed Form] (See Pages 13-16); 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 Supplier.

¹ Or Service Providers (for procurement of services).

Submission of Quotation:

Quotations may be submitted through electronic mail to:

Arlene J. Pineda
Account Officer
ajpineda@amlc.gov.ph

Copy furnished:

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

GENERAL CONDITIONS

Quotation Price:

Supplier's quotation shall be inclusive of all costs, applicable tax, charges and other incidental expenses, including, but not limited to notarial expenses.

Quotation Validity Period:

Quotations shall be valid for 60 calendar days from receipt by the BAC Secretariat.

Delivery Period/Completion Period/Contract Period:

Delivery period shall be within 30 calendar days from receipt of Purchase Order, subject to the delivery schedule under "Technical Specification" of these terms of Reference.

Contract period shall be as follows:

Year	Contract Coverage
Year 1:	09 October 2023 to 08 October 2024
Year 2:	09 October 2024 to 08 October 2025
Year 3:	09 October 2025 to 08 October 2026

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 Description	Completion Criteria	% of Payment
---------------------	---------------------	--------------

Payment 1 of 6 Maintenance Support Services for Year 1	<ul style="list-style-type: none"> • After semi-annual coverage of Year 1 maintenance coverage • Conduct of Year 1 semi-annual preventive maintenance and submission of Service Report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Year 1 Cost
Payment 2 of 6 Maintenance Support Services for Year 1	<ul style="list-style-type: none"> • After semi-annual coverage of Year 1 maintenance coverage • Conduct of Year 1 semi-annual preventive maintenance and submission of Service Report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Year 1 Cost
Payment 3 of 6 Maintenance Support Services for Year 2	<ul style="list-style-type: none"> • After semi-annual coverage of Year 2 maintenance coverage • Conduct of Year 2 semi-annual preventive maintenance and submission of Service Report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Year 2 Cost
Payment 4 of 6 Maintenance Support Services for Year 2	<ul style="list-style-type: none"> • After semi-annual coverage of Year 2 maintenance coverage • Conduct of Year 2 semi-annual preventive maintenance and submission of Service Report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Year 2 Cost
Payment 5 of 6 Maintenance Support Services for Year 3	<ul style="list-style-type: none"> • After semi-annual coverage of Year 3 maintenance coverage • Conduct of Year 3 semi-annual preventive maintenance and submission of Service Report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	50% of Year 3 Cost
Payment 6 of 6 Maintenance Support Services for Year 3	<ul style="list-style-type: none"> • After semi-annual coverage of Year 3 maintenance coverage • Conduct of Year 3 semi-annual preventive 	50% of Year 3 Cost

	maintenance and submission of Service Report <ul style="list-style-type: none"> • Issuance by the AMLC of Certificate of Completion of Services Rendered 	
--	---	--

- Payments shall be made only upon the issuance of the **Inspection and Acceptance Report (IAR)**² 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.
- The currency in which payment is to be made shall be in Philippine Pesos.

Warranty:

- The Supplier warrants it has, and, at all time during the term of the service, will maintain the requisite personnel, competence, skill and resources necessary to provide the required services under these Terms of Reference. The Supplier also warrant that the services shall be performed in a workmanlike manner and in compliance with all applicable laws and regulations. The Supplier further warrants the availability of service, service parts and maintenance services, including repair services and preventative maintenance, during the term of the service. Additionally, the Supplier warrants that the services rendered is fit for the use for which it was intended.
- The obligation for the warranty shall be covered by a warranty security 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.
- 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 7 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 the lapse of **one (1) year after issuance by the IAC of the CFA** of the delivered Goods.

² Certificate of Acceptance (for Consultancy Services).

- 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.

TECHNICAL SPECIFICATIONS:

Item	Specification	Units	Delivery Schedule/ Contract Coverage
1	3 Year Maintenance and Support of Ruijie Switches as follows: <ul style="list-style-type: none"> • M5000H-04XS • MINI-GBIC-SX-MM850 • RG-M5000E-AC500P • RG-PA70I • RG-S2910C-48GT2XS-HP-H • RG-S5750C-48GT4XS-H 	1 Lot	Year 1: 09 October 2023 to 08 October 2024 Year 2: 09 October 2024 to 08 October 2025 Year 3: 09 October 2025 to 08 October 2026
2	Service Level Agreement is 8x5 On-site Technical Support and Helpdesk Support		
3	Shall provide hardware and software maintenance support during maintenance period.		
4	Shall repair the equipment using manufacturer certified or approved components, modules, or testing equipment's without additional cost to AMLC		
5	Shall provide service unit/s in case the unit is not repaired within 24 hours from the time service provider engineer arrived on the site.		
6	Must comply with the COVID-19 protocols, including swab test, if required, by the Bangko Sentral ng Pilipinas to gain entry in the AMLC premises and shall be coordinated with ITSS three (3) days before the intended service.		
7	The supplier shall provide and conduct semi-annual preventive maintenance for the period of 3 years which includes the performance of routine maintenance activities in accordance with the instructions provided by the manufacturer of the equipment and shall provide repair services necessary to correct or repair any malfunction or failure of any of the equipment covered in this agreement.		

6	Bidders must submit a current and valid Certification from the Product Manufacturer or Principal stating that the bidder is authorized to sell and provide 3 Year Ruijie Switches maintenance and support	Bid submission
---	---	----------------

OTHER REQUIREMENTS/CONDITIONS (IF ANY):

Submittals during implementation stage:

- Submission of Vaccination ID and antigen test results if required, by the Bangko Sentral ng Pilipinas to gain entry in the AMLC premises and shall be coordinated with ITSS three (3) days before the intended service.
- The supplier shall submit and complete the following deliverables:

Deliverables	Delivery
Year 1: <ul style="list-style-type: none"> • Submission of Certificate / Proof of Entitlement for Maintenance and Support of Ruijie Switches • The supplier shall provide and conduct annual preventive maintenance. 	Within 30 calendar days prior to expiry, 08 October 2023 Within October 2023 and May 2024
Year 2: <ul style="list-style-type: none"> • Submission of Certificate / Proof of Entitlement for Maintenance and Support of Ruijie Switches • The supplier shall provide and conduct annual preventive maintenance. 	Within 30 calendar days prior to expiry, 08 October 2024 Within October 2024 and May 2025
Year 3: <ul style="list-style-type: none"> • Submission of Certificate / Proof of Entitlement for Maintenance and Support of Ruijie Switches • The supplier shall provide and conduct annual preventive maintenance. 	Within 30 calendar days prior to expiry, 08 October 2025 Within October 2025 and May 2026

Performance Assessment:

At any time after the mid-point of the current year duration of the contract, the End-User shall evaluate the performance of the service provider based on the mandatory performance criteria provided below:

Performance Criteria	Weight (points)
I. Conformity to technical Requirements	20
II. Timeliness in the Delivery of Services	20
III. Quality of Work Delivered	20
IV. Response to Complaints	20
V. Behavior of Personnel (Courteous, Professional, and Knowledgeable)	10
VI. Compliance with set office policies for such services	10
Performance Rating	100

The service provider must attain at least a “Satisfactory” rating of 80 points as a condition to the continuous implementation of the succeeding year of the contract.

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.


ALBERT N. PINEDA
 Bank Officer V
 ETMG-ITSS

QUOTATION FORM

Date: _____

RFQ No.: 23-__ -__

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 the following Quotation:

ONE LOT MULTI-YEAR MAINTENANCE AND SUPPORT OF RUIJIE SWITCHES			
TECHNICAL SPECIFICATIONS / SCOPE OF WORK	YES	NO	REMARKS
1. 3 Year Maintenance and Support of Ruijie Switches as follows: a. M5000H-04XS b. MINI-GBIC-SX-MM850 c. RG-M5000E-AC500P d. RG-PA70I e. RG-S2910C-48GT2XS-HP-H f. RG-S5750C-48GT4XS-H			
2. Service Level Agreement is 8x5 On-site Technical Support and Helpdesk Support			
3. Shall provide hardware and software maintenance support during maintenance period.			
4. Shall repair the equipment using manufacturer certified or approved components, modules, or testing equipment's without additional cost to AMLC			
5. Shall provide service unit/s in case the unit is not repaired within 24 hours from the time service provider engineer arrived on the site.			
6. Must comply with the COVID-19 protocols, including swab test, if required, by the Bangko Sentral ng Pilipinas to gain entry in the AMLC premises and shall be coordinated with ITSS three (3) days before the intended service.			
7. The supplier shall provide and conduct semi-annual preventive maintenance for the period of 3 years which includes the performance of			

routine maintenance activities in accordance with the instructions provided by the manufacturer of the equipment and shall provide repair services necessary to correct or repair any malfunction or failure of any of the equipment covered in this agreement.			
8. Bidders must submit a current and valid Certification from the Product Manufacturer or Principal stating that the bidder is authorized to sell and provide 3 Year Ruijie Switches maintenance and support			

FINANCIAL OFFER:

Terms of Payment:

Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer facility, within thirty (30) days after Submission of Billing and User Acceptance of the product. Bank Transfer fee shall be charged against the creditor's account.

Payment Details:

Banking Institution: _____
Account Number: _____
Account Name : _____
Branch: _____

Please quote your **best offer** for the item/s below. Please do not leave any blank items. Indicate "0" if item being offered is for free.

ONE LOT MULTI-YEAR MAINTENANCE AND SUPPORT OF RUIJIE SWITCHES
Approved Budget for the Contract: Two Hundred Forty-Four Thousand Six Hundred Fifty Pesos (Php244,650.00)
TOTAL OFFERED QUOTATION
In Words: _____ _____ _____
In Figures: _____

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 _____ 2023.

Signature over Printed Name

Position/Designation

Office Telephone/Fax/Mobile Nos.

Email address/es

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

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 _____.

NOTARY PUBLIC

Doc. No. []
Page No. []
Book No. []
Series of 2023

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/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 _____.

NOTARY PUBLIC

Doc. No. []
Page No. []
Book No. []
Series of 2023

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:		
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:				(*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: MATTHEW M. DAVID Executive Director				Date:	
Supplier's Conformance: [Signature over Printed Name of Supplier's Representative]				Date:	
Fund Cluster:					
ORS/BURS No.:		ORS/BURS Date:		Amount: PHP	
Certified by: MA. LIZA RACHELLE C. CRUZ Manager, Financial Services Division				Date:	