



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

**BIDS AND AWARDS COMMITTEE**

**BID BULLETIN NO. 1**

**Project Title** : PR24-010: Upgrade of Internet Subscription Services

**Date** : 27 March 2024

In its meeting on 22 March 2024 and pursuant to the email of clarification from a prospective bidder dated 25 March 2024, the Bids and Awards Committee resolved to issue this Bid Bulletin to clarify the issue/s raised.

<b>ISSUE/S</b>	<b>CLARIFICATION/AMENDMENTS</b>
<p><b><u>Issue No. 1</u></b> <b><u>Section II. Invitation to Bid</u></b></p> <p>11. For further information, please refer to:</p> <p><i>Andrea C. Ladores</i> <i>aladores@amlc.gov.ph</i> <i>Telephone Number: +632 5302-3978</i></p> <p><i>Froilan L. Cabarios</i> <i>fcabarios@amlc.gov.ph</i> <i>Telephone Number: +632 5310-3244, +632 8708-7922</i></p> <p><i>Bids and Awards Committee</i> <i>Anti-Money Laundering Council</i> <i>Room 507, 5/F, EDPC Building, BSP Complex</i> <i>9.2 Mabini Street, Malate, Manila</i> <i>Fax Number: +632 8708-7909</i> <i><a href="http://www.amlc.gov.ph">www.amlc.gov.ph</a></i></p> <p>Ma. Rhea M. Santos-Mendoza BAC Chairperson</p>	<p><b><u>Amendment No. 1</u></b></p> <p>11. For further information, please refer to:</p> <p><b><i>Keyan A. Pangilinan</i></b> <b><i><a href="mailto:kpangilinan@amlc.gov.ph">kpangilinan@amlc.gov.ph</a></i></b> <b><i>Telephone Number: +632 8708-7922</i></b></p> <p><b><i>Art Ryan P. Negapatan</i></b> <b><i><a href="mailto:anegapatan@amlc.gov.ph">anegapatan@amlc.gov.ph</a></i></b> <b><i>Telephone Number: +632 5310-3244, +632 8708-7922</i></b></p> <p><i>Bids and Awards Committee</i> <i>Anti-Money Laundering Council</i> <i>Room 507, 5/F, EDPC Building, BSP Complex</i> <i>9.3 Mabini Street, Malate, Manila</i> <i>Fax Number: +632 8708-7909</i> <i><a href="http://www.amlc.gov.ph">www.amlc.gov.ph</a></i></p> <p><b>Romeo Raymond D. Santos</b> BAC Chairperson</p>

<p><b>Issue No. 2</b> <b>Section II. Instructions to Bidders</b></p> <p><b>7.1</b> The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.</p> <p>The Procuring Entity has prescribed that: Subcontracting is not allowed.</p> <p><b>Section III. Bid Data Sheet</b> <b>GCC Clause 7</b></p> <p>Subcontracting is not allowed.</p> <p>The prospective bidder informed that the build recommendation for 2/F EDC Building requires deployment of Fiber Optic Cable (FOC) contractors.</p>	<p><b>Amendment No. 2</b> <b>Section II. Instructions to Bidders</b></p> <p><b>7.1</b> The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.</p> <p>The Procuring Entity has prescribed that: <b>Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed twenty percent (20%) of the contracted Goods.</b></p> <p><b>7.2</b> The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.</p> <p><b>7.4.</b> Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier’s own acts, defaults, or negligence, or those of its agents, servants, or workmen.</p>
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	<p><b><u>Section III. Bid Data Sheet</u></b></p> <p><b>Subcontracting shall be allowed only for the Implementation (i.e. installation, provisioning, among others) and technical support of Internet Service as contracted. However, subcontracting shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.</b></p> <p><b>All subcontracting arrangements must be disclosed at the time of bidding, and subcontractors must submit the documentary requirements under I. (Technical Component Envelope) of Section VIII. (Checklist of Technical and Financial Documents), and comply with the eligibility criteria specified in the BDS.</b></p> <p><b>Subcontracting is limited to twenty percent (20%) of the project in accordance with the Bidding Documents.</b></p>
<p><b><u>Issue No. 3</u></b> <b><u>Section V. Special Conditions of Contract</u></b></p> <p><b>GCC Clause 1</b></p> <p>1.9 In the event of office transfer, the Service Provider shall be responsible for the provision of a parallel link that will serve the end-to-end network connectivity for the New Office, at no additional cost to AMLC. The AMLC shall notify the Service Provider at least forty-five (45) calendar days prior to the scheduled office transfer. Furthermore, it was understood that the AMLC ETMG-ITSS shall issue a Notice of Permanent</p>	<p><b><u>Clarification No. 1</u></b></p> <p>This provision ensures the AMLCS's continuous subscription to internet service <u>in case</u> of office relocation at no additional cost to the AMLC. Furthermore, it aims to facilitate a seamless transition while maintaining uninterrupted communication and data flow during the relocation process.</p>

<p>Disconnection for the old circuit upon official inauguration of, or full transfer of employees to the New Office.</p> <p>The prospective bidder informed that that the proposed solution build is via FOC, and corresponding parallel deployment will be subject to special build with variable cost including ancillaries.</p>																									
<p><b>Issue No. 4</b> <b>Section V. Special Conditions of Contract</b></p> <p><b>GCC Clause 1</b></p> <p>2.3 The Dedicated Internet Access Service should have an end-to-end service availability of 99.80% measured monthly and is expressed as:</p> <p>7.3 The following Rebate/Penalty Table shall apply to the monthly recurring cost as penalty if SLA is not achieved:</p> <table border="1" data-bbox="263 1344 769 1715"> <thead> <tr> <th>Total Duration of Unscheduled Downtime in a Month</th> <th>Total Amount Payable to Telecommunications Service Provider</th> </tr> </thead> <tbody> <tr> <td>Less than 1 Hour and 26 minutes (&gt;99.80%)</td> <td>100% of MRC</td> </tr> <tr> <td>More than 1 Hour and 26 minutes up to 9 Hours</td> <td>90% of MRC</td> </tr> <tr> <td>More than 9 Hours up to 24 Hours</td> <td>70% of MRC</td> </tr> <tr> <td>More than 24 Hours up to 72 Hours</td> <td>50% of MRC</td> </tr> <tr> <td>More than 72 Hours</td> <td>0% of MRC (Nullified or No Payment)</td> </tr> </tbody> </table> <p>The prospective bidder is requesting to consider the service availability of 99.60%.</p>	Total Duration of Unscheduled Downtime in a Month	Total Amount Payable to Telecommunications Service Provider	Less than 1 Hour and 26 minutes (>99.80%)	100% of MRC	More than 1 Hour and 26 minutes up to 9 Hours	90% of MRC	More than 9 Hours up to 24 Hours	70% of MRC	More than 24 Hours up to 72 Hours	50% of MRC	More than 72 Hours	0% of MRC (Nullified or No Payment)	<p><b>Amendment No. 3</b></p> <p>2.3 The Dedicated Internet Access Service should have an end-to-end service availability of <b>99.60%</b> measured monthly and is expressed as:</p> <p>7.3 The following Rebate/Penalty Table shall apply to the monthly recurring cost as penalty if SLA is not achieved:</p> <table border="1" data-bbox="839 1344 1377 1715"> <thead> <tr> <th>Total Duration of Unscheduled Downtime in a Month</th> <th>Total Amount Payable to Telecommunications Service Provider</th> </tr> </thead> <tbody> <tr> <td>Less than 1 Hour and 26 minutes (&gt;<b>99.60%</b>)</td> <td>100% of MRC</td> </tr> <tr> <td>More than 1 Hour and 26 minutes up to 9 Hours</td> <td>90% of MRC</td> </tr> <tr> <td>More than 9 Hours up to 24 Hours</td> <td>70% of MRC</td> </tr> <tr> <td>More than 24 Hours up to 72 Hours</td> <td>50% of MRC</td> </tr> <tr> <td>More than 72 Hours</td> <td>0% of MRC (Nullified or No Payment)</td> </tr> </tbody> </table>	Total Duration of Unscheduled Downtime in a Month	Total Amount Payable to Telecommunications Service Provider	Less than 1 Hour and 26 minutes (> <b>99.60%</b> )	100% of MRC	More than 1 Hour and 26 minutes up to 9 Hours	90% of MRC	More than 9 Hours up to 24 Hours	70% of MRC	More than 24 Hours up to 72 Hours	50% of MRC	More than 72 Hours	0% of MRC (Nullified or No Payment)
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<p><b><u>Issue No. 5</u></b> <b><u>Section V. Special Conditions of Contract</u></b></p> <p><b>GCC Clause 1</b> 9.1 The Service Provider shall not have administrator rights or have passwords to access and configure AMLC-Managed devices.</p> <p>The prospective bidder requests that the computation shall start upon client issuance of necessary access/permits. The ISP will surrender admin rights and password to access and configure managed devices after implementation. Once there is trouble, ISP needs to coordinate with AMLC for access. SLA will start upon provision of needed info to test/access the needed managed devices)</p>	<p><b><u>Clarification No. 2</u></b></p> <p>The resolution time starts upon ETMGS-ITSS email notification to Service provider and is paused upon Service Provider's email submission of the technical person's names for processing of the entry permit. The resolution time will resume once the Service provider receives an email notification from ETMG-ITSS, indicating that the Service Provider has gained access to the AMLC premises.</p>
<p><b><u>Issue No. 6</u></b> <b><u>Section V. Special Conditions of Contract</u></b></p> <p><b>GCC Clause 1</b> 9.2 The Service Provider shall guarantee protection of data while in transit over the network.</p> <p>The prospective bidder would like to clarify expectations for this item. While Metro E is dedicated point-to-point, I-Gate is public domain.</p>	<p><b><u>Clarification No. 3</u></b></p> <p>The protection of data pertains to the AMLC External network such as /29 Public IPs, and Monitoring systems that are accessible over the AMLC network.</p>
<p><b><u>Issue No. 7</u></b> <b><u>Section VI. Schedule of Requirements</u></b></p> <p>4. The Service Provider shall perform the supply, delivery, installation, configuration, and testing of the Upgrade of internet subscription within fifty-five (55) calendar days from receipt of Notice to Proceed</p>	<p><b><u>Clarification No. 4</u></b></p> <p>The Service Provider shall provide the Hardware and Software requirement for upgrade but not limited to Provision of Service entrance, Router, Fiber/Copper Cable, Conduits, etc. ETMG-ITSS shall be in-charged with</p>

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<p>but not later than 01 July 2024 and the one-year internet subscription shall commence from 01 July 2024 to 30 June 2025 as follows:</p> <ol style="list-style-type: none"> <li>1. 300 Mbps Internet Connection Service for AMLC Manila inclusive of router and other peripherals, as needed.</li> <li>2. 200 Mbps Internet Connection Service for AMLC Quezon City inclusive of router and other peripherals, as needed.</li> <li>3. 200 Mbps Leased Line Connection between AMLC Manila and Quezon City inclusive of router and other peripherals, as needed.</li> <li>4. Inclusive of Static /29 Public IP Address</li> </ol> <p>The prospective bidder would like to clarify "other peripherals" and demarcation of the ISP and Customer responsibilities. Said peripherals will be required of the ISP if this is not clarified. Exposure is variable on cost as said peripherals may range from FOC IHW, conduits, interfaces, etc.</p>	<p>the in-house wiring from Service Provider's Managed Router to AMLC Device and shall ensure that the required Bandwidth is attained.</p>
<p><b><u>Issue No. 8</u></b>  <b><u>Section VI. Schedule of Requirements</u></b></p> <p>9. The Service Provider shall deliver the necessary hardware, software, materials, and other components not mentioned in the specification but are required to operate the upgrade of internet subscription.</p> <p>The prospective bidder requests to specify the delineation of responsibilities between ISP and customer.</p>	<p><b><u>Clarification No. 5</u></b></p> <p>The Service Provider shall provide the Hardware and Software requirement for upgrade but not limited to Provision of Service entrance, Router, Fiber/Copper Cable, Conduits, etc. ETMG-ITSS shall be in-charged with the in-house wiring from Service Provider's Managed Router to AMLC Device and shall ensure that the required Bandwidth is attained.</p>

<p><b><u>Issue No. 9</u></b> <b><u>Section VI. Schedule of Requirements</u></b></p> <p>12. The Service Provider shall provide all the necessary hardware, terminations, and other services, materials, and equipment that are required and necessary for the successful implementation of the upgrade of internet connection.</p> <p>The prospective bidder requests to specify the delineation of responsibilities between ISP and customer.</p>	<p><b><u>Clarification No. 6</u></b></p> <p>The Service Provider shall provide the Hardware and Software requirement for upgrade but not limited to Provision of Service entrance, Router, Fiber/Copper Cable, Conduits, etc. ETMG-ITSS shall be in-charged with the in-house wiring from Service Provider’s Managed Router to AMLC Device and shall ensure that the required Bandwidth is attained.</p>
<p><b><u>Issue No. 10</u></b> <b><u>Section VI. Schedule of Requirements</u></b></p> <p>15. The Service Provider should be responsible to maintain the information obtained from the AMLC in strict confidentiality.</p> <p>The prospective bidder requests to clarify the "information obtained from AMLC" if it is office location or respective data transacted through Internet Service Provider (ISP) connectivity. Will this require NDA submission on the side of ISP?</p>	<p><b><u>Amendment No. 4</u></b></p> <p><b>15. The Service Provider should be responsible for maintaining the information obtained from the AMLC in strict confidentiality. The Service provider must sign and conform to the Non-Disclosure Agreement of the AMLC. Please refer to attached Annex A (Non-Disclosure Agreement for Service Providers)</b></p> <p>The ETMG-ITSS clarifies that information obtained from AMLC pertains to any data, discussion, documents, materials, project manuals, software (applications and platforms used), hardware and solutions used, and/or any other information that would compromise the confidentiality and security of AMLC information and the reputation of the AMLC. This information is treated with utmost confidentiality to protect the integrity of the financial system and prevent misuse.</p>

<p><b><u>Issue No. 11</u></b> <b><u>Section VII. Technical Specifications</u></b></p> <p>A. The Service Provider shall perform the supply, delivery, installation, configuration, and testing of the Upgrade of internet subscription within fifty-five (55) calendar days from receipt of Notice to Proceed but not later than 01 July 2024 and the one-year internet subscription shall commence from 01 July 2024 to 30 June 2025 as follows:</p> <ol style="list-style-type: none"><li>1. 300 Mbps Internet Connection Service for AMLC Manila inclusive of router and other peripherals, as needed.</li><li>2. 200 Mbps Internet Connection Service for AMLC Quezon City inclusive of router and other peripherals, as needed.</li><li>3. 200 Mbps Leased Line Connection between AMLC Manila and Quezon City inclusive of router and other peripherals, as needed.</li><li>4. Inclusive of Static /29 Public IP Address</li></ol> <p>The prospective bidder requests to clarify if completion of the upgrade extends beyond July, how will this impact the contract terms particular to settlement?</p> <p>For the leased line, a router is included if needed only. what does when /if needed is exactly?</p>	<p><b><u>Clarification No. 7</u></b></p> <p>The Service Provider must complete the supply, delivery, installation, configuration, and testing of the Upgrade of internet subscription within fifty-five (55) calendar days from receipt of Notice to Proceed but not later than 01 July 2024.</p> <p>A Router is included if needed only, depending on the recommendation of the Service Provider upon Site Survey.</p>



<p><b><u>Issue No. 12</u></b> <b><u>Section VII. Technical Specifications</u></b></p> <p>The prospective bidder inquired if the conduits are included in the project.</p>	<p><b><u>Clarification No. 8</u></b></p> <p>Conduits are not included; however, the Service Provider may use existing conduits subject to availability and approval of BSP-TDIO (Technology and Digital Innovations Office).</p>
<p><b><u>Issue No. 13</u></b> <b><u>Section IX. Bidding Forms</u></b></p> <p>Price Schedule for Goods Offered from Within the Philippines Form</p> <p>To include the implementation services in the price schedule.</p>	<p><b><u>Amendment No. 5</u></b></p> <p><b>Please refer to attached Annex B (Revised Price Schedule for Goods Offered from Within the Philippines)</b></p>

This Bid Bulletin and its annexes shall form an integral part of the Bid Documents.



Romeo  
Raymond  
Santos

**ROMEO RAYMOND C. SANTOS**  
BAC Chairperson



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

**CONFIDENTIALITY UNDERTAKING**

The [Service Provider], duly represented by its [Position], [Name], with office address at [address] (Service Provider), agree to enter into this Confidentiality Undertaking with the Anti-Money Laundering Council (AMLC).

**WITNESSETH:**

*WHEREAS, Rule 5, Section 1.3.1, of the 2018 Implementing Rules and Regulations (IRR), in relation to Section 8-A of Republic Act No. 9160, otherwise known as the Anti-Money Laundering Act of 2001, as amended (AMLA), states that the Council and the officers and staff of the Anti-Money Laundering Council (AMLC) shall securely protect all information it receives or processes.*

*WHEREAS, the AMLC, incidental to the performance of its functions, needs to transact with non-AMLC personnel, including provision for access in the AMLC premises, for authorized representatives of domestic and foreign competent authorities and covered persons, janitorial and maintenance personnel, suppliers and service providers, and contractual and job order personnel, among others.*

*WHEREAS, Rule 5, Section 1.3.2, of the 2018 IRR, in relation to Section 8-A of the AMLA, authorizes the AMLC to formulate and adopt measures to ensure security and confidentiality of AMLC information, including procedures for the protection of and access to such information, office premises, records and information technology systems.*

*WHEREAS, Section 1.3 of the AMLC Document Security Protocol defines "Confidential Information" as information and matter the unauthorized disclosure of which, while not endangering the national security, would be prejudicial to the interest or prestige of the nation or any government activity, or would cause administrative embarrassment or unwarranted injury to an individual or would be of advantage to a foreign nation, such as (a) confidential operations of the AMLC in the exercise of its duties, (b) official data gathered from covered persons, law enforcement agencies, (c) routine intelligence reports, (d) covered and suspicious transaction reports, (e) requests from the Egmont Secure Web (ESW); (f) technical matters which has a distinct military value, and (g) certain personnel records; and (h) investigations and documents of a personal and disciplinary nature.*

*WHEREAS, Section 14(f) of the AMLA authorizes the AMLC to impose administrative sanctions in amounts not exceeding Five Hundred Thousand Philippine Pesos (P500,000.00) per violation of the AMLA, its implementing rules and regulations, and other AMLC issuances.*

**NOW THEREFORE**, for and in consideration of the foregoing premises, the undersigned undertakes the following:

1. Not to disclose any data, discussion, documents, materials, project manuals, software (applications and platforms used), hardware and

solutions used, and/or any other information that would compromise the confidentiality and security of AMLC information and the reputation of the AMLC;

2. Not to use, reproduce, or transfer any of the confidential information of the AMLC, unless otherwise authorized;
3. Not to copy or reverse engineer any of the confidential information;
4. Solely and exclusively use the confidential information in accordance with the terms of the project or purpose of the transaction in order to carry out its functions and/ or business activities for the completion of the said project or transaction;
5. Maintain in strict confidentiality any information received or processed from the AMLC even after the completion of the project or transaction; and,
6. Surrender to the AMLC, upon termination of the project or transaction, all confidential information obtained in the course of the performance of undersigned's functions and/or business activities.

**FURTHER**, the Service Provider agrees that violation of the foregoing undertaking shall be grounds for the AMLC to seek the appropriate and legal remedies.

**FINALLY**, the Service Provider fully understands that any violation of this Confidentiality Undertaking shall subject them to sanctions in accordance with existing laws and regulations.

In witness hereof, the Service Provider hereunto executes this Confidentiality Undertaking on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
[Name]  
[Position]  
  
For:  
  
\_\_\_\_\_  
[Service Provider]

Republic of the Philippines)  
City of \_\_\_\_\_) S.S.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ at \_\_\_\_\_.  
Affiant presented his/her \_\_\_\_\_ as competent proof of identity, issued on  
\_\_\_\_\_ at \_\_\_\_\_.

NOTARY PUBLIC

## Revised Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	300 Mbps Internet Connection Service for AMLC Manila inclusive of router and other peripherals, as needed.								
	200 Mbps Internet Connection Service for AMLC Quezon City inclusive of router and other peripherals, as needed.								
	200 Mbps Leased Line Connection between AMLC Manila and Quezon City inclusive of router and other peripherals, as needed.								
	Inclusive of Static /29 Public IP Address								
	Implementation Services								

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_