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Procurement Opportunities

Bid Notice Abstract

Request for Quotation (RFQ)

Reference Number 10715168
Procuring Entity ANTI-MONEY LAUNDERING COUNCIL
Title Name Screening Database Subscription
Area of Delivery Metro Manila

Solicitation Number:	PR No. 24-008	Status	Active
Trade Agreement:	Implementing Rules and Regulations	Associated Components	1
Procurement Mode:	Negotiated Procurement - Small Value Procurement (Sec. 53.9)	Bid Supplements	0
Classification:	Goods	Document Request List	0
Category:	Information Technology	Date Published	04/04/2024
Approved Budget for the Contract:	PHP 995,000.00	Last Updated / Time	04/04/2024 00:00 AM
Delivery Period:		Closing Date / Time	08/04/2024 17:00 PM
Client Agency:		Description	
Contact Person:	Kirsten Aguila BAC Secretariat Rm 507, 5/F EDPG Bldg., BSP Complex Manila Metro Manila Philippines 1004 63-91-67653159 ksaguila@amlc.gov.ph	Subscription to a cloud-based name screening database for money laundering, terrorism financing, sanctions, politically exposed persons, including adverse media with nine (9) licenses. The Approved Budget for the Contract (ABC) is PHP995,000.00, as indicated in the Purchase Request.	

Created by Kirsten Aguila
Date Created 02/04/2024

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Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

REQUEST FOR QUOTATION

Date: 02 April 2024
RFQ No.: 24-008-1

Gentlemen:

The **Anti-Money Laundering Council (AMLC)**, through its Bids and Awards Committee (BAC), intends to procure subscription to a cloud-based name screening database 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 8 April 2024 at 5:00PM, Manila Time.**

For any clarification, you may contact us at telephone number (02) 5306-2759 or email Atty. Reuben Mar T. Say at email address rsay@amlc.gov.ph.

(Sgd) REUBEN MAR T. SAY
Account Officer

TERMS OF REFERENCE
NAME SCREENING DATABASE SUBSCRIPTION
(Purchase Request No. 24-008)

BRIEF DESCRIPTION

Subscription to a cloud-based name screening database for money laundering, terrorism financing, sanctions, politically exposed persons, including adverse media with nine (9) licenses.

The Approved Budget for the Contract (ABC) is PHP995,000.00, as indicated in the Purchase Request.

INSTRUCTIONS TO SUPPLIERS

Form of Quotation:

Suppliers¹ are required to submit its Quotation using the Prescribed Form (See Page 6) by the Anti-Money Laundering Council (AMLC). Non-compliance with the prescribed forms shall be a ground for automatic disqualification.

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
- Income/Business Tax Return
- Omnibus Sworn Statement **and** if applicable, Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative [Use AMLC Prescribed Form] (See Pages 8-11); **or** 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.

Submission of Quotation:

Quotations may be submitted through electronic mail to:

Atty Reuben Mar T. Say
Account Officer, BAC Secretariat
rsay@amlc.gov.ph

Copy furnished:

Atty. Art Ryan P. Negapatan
Head, BAC Secretariat
anegapatan@amlc.gov.ph

¹ Or Service Providers (for procurement of services).

GENERAL CONDITIONS

Quotation Price:

Supplier's quotation shall be inclusive of all costs, applicable taxes, fees and charges (i.e. remittance charges, service fees, etc.) as well as incidental expenses, including, but not limited to notarial expenses.

Supplier's quotation in foreign currency shall indicate and provide its equivalent in Philippine Peso, otherwise, the same shall be converted to the prevailing exchange rate at the time of the deadline for submission of quotation and for purposes of determining the lowest calculated quotation.

Quotation Validity Period:

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

Delivery Period/Completion Period/Contract Period:

Contract period shall be from 15 April 2024 to 14 April 2025. Date of Purchase Order Form, when earlier than 15 April 2024, shall not affect the contract period.

Liquidated Damages:

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

Payment:

- Payments shall be made only upon the issuance of the **Inspection and Acceptance Report (IAR)**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.

² Certificate of Acceptance (for Consultancy Services).

- Payments shall be made promptly by the AMLC within thirty (30) days from issuance of the IAR by the IAC.
- The currency in which payment is to be made shall be in Philippine Peso. The supplier/provider may be paid the foreign currency equivalent of the amount of the contract to be computed based on the exchange rate prevailing on the date of the remittance. The difference thereof shall be for the account of the supplier/provider and the remittance charge/service fees shall be deducted from the contract price.

Warranty:

- The Supplier shall guarantee the faithful performance of its obligations under the contract in accordance with the Terms of Reference. The Supplier warrants it has, and, at all times 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 performance of the obligation and the warranty shall be covered by a **warranty security³ in the form of retention money in an amount equivalent to five percent (5%)** of the total contract price in case of one-time payment.
- The warranty security shall be denominated in Philippine Pesos and posted in favor of the AMLC, which shall be forfeited in the event it is established that the winning Supplier is in default in any of its obligations under the contract.
- 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 5 calendar days and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the AMLC. If the Supplier, having been notified, fails to remedy the defects within the period specified in the contract, the AMLC may proceed to call upon the warranty security, without prejudice to any other rights which it may have against the Supplier under these Terms of Reference and under the applicable law.
- The warranty security shall only be released after issuance by the Inspection and Acceptance Committee (IAC) of the Certificate of Final Acceptance (CFA).
- After the lapse of the period, and upon request by the Supplier, the AMLC shall release the warranty security, provided, that the goods supplied are free from patent and latent defects and all conditions imposed under the Terms of Reference have been fully met.

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

TECHNICAL SPECIFICATIONS:

Item	Specification	Units	Delivery Schedule/ Contract Period
1	Subscription to a cloud-based name screening database (NSD) platform for money laundering (ML), terrorism financing (TF), <u>proliferation financing (PF)</u> sanctions lists, politically exposed persons (PEP), adverse media, and other relevant information which has a variety of sources of information and covers a larger segment (at least 200 countries and territories);	9 (lic)	Delivery: On or before 15 April 2024 Contract Period: 15 April 2024 to 14 April 2025
2	Standard Technical Support, through phone and/or e-mail during normal business hours, Monday to Friday, 8:00am to 5:00pm, excluding holidays		
3	Basic User Training (Knowledge transfer on how to use/operate the system)		

OTHER REQUIREMENTS/CONDITIONS (IF ANY):

The supplier shall submit the Certificate / Proof of Entitlement of Name Screening Database Subscription on or before 15 April 2024.

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.

Confidentiality Provision:

Service provider must not disclose any documents and/or information that would compromise the position of AMLC during and after the execution of contract.

Service provider should be responsible in maintaining the information obtained from the AMLC in strict confidentiality.

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.

ROBIN R. DE VERA
End-User Representative

QUOTATION FORM

Date: _____

RFQ No.: 24-008-1

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:

NAME SCREENING DATABASE SUBSCRIPTION			
TECHNICAL SPECIFICATIONS / SCOPE OF WORK	YES	NO	REMARKS
Cloud-based Name Screening Database Subscription with Nine (9) licenses			
Subscription to a cloud-based name screening database (NSD) platform for money laundering (ML), terrorism financing (TF), proliferation of weapons of mass destruction financing (PF) sanctions lists, politically exposed persons (PEP), adverse media, and other relevant information which have a variety of sources of information and covers a larger segment (at least 200 countries and territories);			
Standard Technical Support, through phone and/or e-mail during normal business hours, Monday to Friday, 8:00am to 5:00pm, excluding holidays			
Basic User Training (Knowledge transfer on how to use/operate the system)			
Delivery Period: On or before 15 April 2024			
Contract Period: 15 April 2024 to 14 April 2025			

** Kindly put "/" mark in the "YES/NO" column as may be appropriate to signify compliance with each technical specification and requirement*

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: _____

If our Quotation is accepted, the Supplier undertakes to provide a *warranty security* in the form, amounts, and within the times specified in the TOR.

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 _____ 2024.

Signature over Printed Name

Position/Designation

Name of Entity

Office Telephone/Fax/Mobile Nos.

Email address/es

Omnibus Sworn Statement

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 __, 2024__ 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 _____.

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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 _____.

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PURCHASE ORDER

Procuring Entity:  ANTI-MONEY LAUNDERING COUNCIL (AMLC)					
Supplier:			P.O. No.:		
Supplier's Address:			P.O. Date:		
Tax Identification Number (TIN):			Mode of Procurement:		
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: On or before 15 April 2024		
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 Conforme: [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:		