



Bid Notice Abstract

Request for Quotation (RFQ)

Reference Number 10835205
Procuring Entity ANTI-MONEY LAUNDERING COUNCIL
Title Request for Procurement of Purchase Request No. 24-026: One (1) Year Maintenance Support for 5KVA APC including Battery Replacement, ABC = PHP 603,450.00
Area of Delivery Metro Manila

Solicitation Number:	PR No. 24-026	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	09/05/2024
Approved Budget for the Contract:	PHP 603,450.00	Last Updated / Time	09/05/2024 00:00 AM
Delivery Period:	1 Year/s	Closing Date / Time	14/05/2024 14:00 PM
Client Agency:			
Contact Person:	Juan Carlo A. Abad Account Officer, OED/AMG Rm 507, 5/F EDPC Bldg., BSP Complex Malate, Manila Manila Metro Manila Philippines 1004 63-63-123456 jabad@amlc.gov.ph		

Description

This project is for the procurement of preventive maintenance and support services for the 5KVA APC Uninterrupted Power Supply (UPS) including Battery Replacement of the AMLC.

The Approved Budget for the Contract (ABC) is PHP 603,450.00

Line Items

Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
1	One (1) Year Maintenance Support for 5KVA APC UPS	One (1) Year Maintenance Support for 5KVA APC UPS	3	Unit	225,000.00
2	5KVA APC UPS Battery replacement (2sets per units)	5KVA APC UPS Battery replacement (2 sets per units)	6	Set	378,450.00

Created by Juan Carlo A. Abad

Date Created 08/05/2024



Republic of the Philippines
ANTI-MONEY LAUNDERING COUNCIL

REQUEST FOR QUOTATION

Date: 08 May 2024
RFQ No.: 24-026-001

Gentlemen:

The **Anti-Money Laundering Council (AMLC)**, through its Bids and Awards Committee (BAC), intends to procure the One (1) Year Maintenance Support for 5KVA APC UPS including Battery Replacement 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 14 May 2024 at 2:00PM.**

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


Juan Carlo A. Abad
Account Officer

TERMS OF REFERENCE

One (1) Year Maintenance Support for 5KVA APC UPS
including Battery Replacement
(Purchase Request No. 24-026)

BRIEF DESCRIPTION

This project is for the procurement of preventive maintenance and support services for the 5KVA APC Uninterruptible Power Supply (UPS) including Battery Replacement of the AMLC.

The Approved Budget for the Contract (ABC) is PHP603,450.00.

Items	Units	ABC/item
One (1) Year Maintenance Support for 5KVA APC UPS	3 units	Php225,000.00
5KVA APC UPS Battery replacement (2 sets per unit)	6 sets	Php378,450.00
Total		Php603,450.00

INSTRUCTIONS TO SUPPLIERS

Form of Quotation:

Suppliers¹ are required to submit its Quotation using the Prescribed Form (See Page 8-11) 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
- Income/Business Tax Return
- 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 12-15); **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.

Submission of Quotation:

The Quotation and documentary requirements may be submitted electronically to:

Juan Carlo A. Abad
Account Officer
jabad@amlc.gov.ph

¹ Or Service Providers (for procurement of services).

Copy furnished:
Atty. Art Ryan P. Negapatan
Head, BAC Secretariat
anegapatan@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 days from receipt by the BAC Secretariat.

Performance Security:

- To guarantee the faithful performance of its obligations under the contract in accordance with the Terms of Reference, the winning Supplier shall post a performance security upon or after receipt of the Notice of Award, but prior to the receipt of the Purchase Order.
- The performance security shall be in the form of cash or cashier's/manager's check issued by a Universal or Commercial Bank.
- The performance security shall be **five percent (5%)** of the total contract price.
- The performance 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 performance security shall remain **valid until issuance by of the Certificate of Final Acceptance (CFA)** by the end-user.
- The performance security may be released by the AMLC after the issuance of the Certificate of Final Acceptance, subject to the following conditions: (a) AMLC has no claims filed against the winning Supplier; (b) It has no claims for labor and materials filed against the contractor; and (c) Other terms of the contract.

Delivery Period/Completion Period/Contract Period:

One Year maintenance support shall commence upon receipt of the Purchase Order.

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 as follows:

Payment Description	Completion Criteria	% of Payment
<ul style="list-style-type: none"> • 5KVA APC UPS Maintenance Support Services for the 1st Quarter 	<ul style="list-style-type: none"> • After quarterly preventive maintenance coverage • Conduct of quarterly preventive maintenance and submission of Service Report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	25% of Maintenance Support Cost for the 1 st Quarter
<ul style="list-style-type: none"> • 5KVA APC UPS Maintenance Support Services for the 2nd Quarter 	<ul style="list-style-type: none"> • After quarterly preventive maintenance coverage • Conduct of quarterly preventive maintenance and submission of Service Report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	25% of Maintenance Support Cost for the 2 nd Quarter
<ul style="list-style-type: none"> • 5KVA APC UPS Maintenance Support Services for the 3rd Quarter 	<ul style="list-style-type: none"> • After quarterly preventive maintenance coverage • Conduct of quarterly preventive maintenance and submission of Service Report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	25% of Maintenance Support Cost for the 3 rd Quarter
<ul style="list-style-type: none"> • 5KVA APC UPS Maintenance Support Services for the 4th Quarter 	<ul style="list-style-type: none"> • After quarterly preventive maintenance coverage • Conduct of quarterly preventive maintenance and submission of Service Report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	25% of Maintenance Support Cost for the 4 th Quarter

<ul style="list-style-type: none"> • Battery Replacement 	<ul style="list-style-type: none"> • Conduct of supply, delivery, and implementation of battery replacement. • Submission of Delivery receipt and service report • Issuance by the AMLC of Certificate of Completion of Services Rendered 	<p>100% of the Battery replacement cost</p>
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- Payments shall be made only upon the issuance of the **Inspection and Acceptance Report (IAR)**² by the Inspection and Acceptance Committee (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 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.

² Certificate of Acceptance (for Consultancy Services).

TECHNICAL SPECIFICATIONS:

Item	Specification	Units	Delivery Schedule
1	One Year Maintenance and Support of 5KVA UPS (SUA5000RM15U) with the following serial numbers: <ul style="list-style-type: none"> • IS1147005331 • JS1006006936 • IQ1132004234 	1 Lot	One Year maintenance support shall commence upon receipt of the Purchase Order.
2	Service Level Agreement is 24x7 On-site Technical Support and Helpdesk Support.		
3	Service unit/s shall be provided in case the unit is not repaired within 24 hours from the time service provider engineer arrived on the site.		
4	Replacement shall include such as PSDR board, control logic board, other UPS components, peripherals, labor without additional cost to AMLC. If the unit is beyond repair, a certification/service report of the condition of the UPS should be provided		
5	Service providers must conduct battery maintenance which shall be done once every six (6) months. It involves testing of battery float voltage and ripple voltage, conductance testing, visual checkup, cleaning of corrosion/dust and re-tightening of battery terminals.		
6	Service provider shall 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	Service provider shall make its services available FOUR (4) times a year for preventive maintenance check-up which shall be scheduled once every THREE (3) months. This is in accordance with equipment manufacturer's procedure. Such service shall include, but not limited to, standard cleaning, adjusting, inspection, calibration and testing procedures designed to ensure that the equipment stays in good working conditions as well as to reduce the possibility of equipment failure by Presence Sensing Device Initiation (PDSI).		
8	Must submit current and valid certification from APC by Schneider UPS that the bidder is an Authorized Service Partner to sell and	Upon submission of quotation and documentary	

	provide technical and maintenance support to 5KVA UPS		requirements submission.
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OTHER REQUIREMENTS/CONDITIONS (IF ANY):

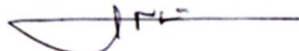
Submittals during implementation stage:

- 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.
- Submission of service report duly signed and certified by ITSS after every scheduled quarterly preventive maintenance and support maintenance services.

Suppletory 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 suppletory 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.: _____

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 (1) Year Maintenance Support for 5KVA APC UPS including Battery Replacement			
TECHNICAL SPECIFICATIONS / SCOPE OF WORK	YES	NO	REMARKS
1. One Year Maintenance and Support of 5KVA UPS (SUA5000RMI5U) with the following serial numbers: <ul style="list-style-type: none"> • IS1147005331 • JS1006006936 • IQ1132004234 			
2. Service Level Agreement is 24x7 On-site Technical Support and Helpdesk Support.			
3. Service unit/s shall be provided in case the unit is not repaired within 24 hours from the time service provider engineer arrived on the site.			
4. Replacement shall include such as PSDR board, control logic board, other UPS components, peripherals, labor without additional cost to AMLC. If the unit is beyond repair, a certification/service report of the condition of the UPS should be provided			
5. Service provider must conduct battery maintenance which shall be done once every six (6) months. It involves testing of battery float voltage and ripple voltage, conductance testing, visual checkup, cleaning of corrosion/dust and re-tightening of battery terminals.			
6. Service provider shall 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. Service provider shall make its services available FOUR (4) times a year for preventive maintenance check-up which shall be scheduled once every THREE (3) months. This is in accordance with equipment manufacturer's procedure. Such service shall include, but not limited to, standard cleaning, adjusting, inspection, calibration and testing procedures designed to ensure that the equipment stays in good working conditions as well as to reduce the possibility of equipment failure by Presence Sensing Device Initiation (PDSI).			
8. Must submit current and valid certification from APC by Schneider UPS that the bidder is an Authorized Service Partner to sell and provide technical and maintenance support to 5KVA UPS			

FINANCIAL OFFER:

<p>Terms of Payment:</p> <p><i>Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer facility, within thirty (30) days upon the issuance of the Inspection and Acceptance Report. Bank Transfer fee shall be charged against the creditor's account.</i></p> <p><u>Payment Details:</u></p> <p>Banking Institution: _____</p> <p>Account Number: _____</p> <p>Account Name : _____</p> <p>Branch: _____</p>

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 (1) Year Maintenance Support for 5KVA APC UPS including Battery Replacement		
Approved Budget for the Contract: Six Hundred Three Thousand Four Hundred Fifty Pesos (PHP603,450.00)		
Quantity (A)	Offered Price per Unit (B)	TOTAL OFFERED QUOTATION (A x B)
_____	_____	In Words: UPS Maintenance _____ _____ _____ In Figures: _____
_____	_____	In Words: Battery Replacement _____ _____ _____ In Figures: _____
		Total 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 _____ 2024.

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 _____.

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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:		
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:		