BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

PROCUREMENT FOR THE SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION AND IMPLEMENTATION OF A DIGITALLY SECURE PAYMENT ANALYTICS AND INVOICING SYSTEM INTERFACED TO PPA COMPUTERIZED SYSTEMS

BID DOCS
ASD-014-2024

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

INVITATION TO BID

FOR THE PROCUREMENT FOR THE SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION AND IMPLEMENTATION OF A DIGITALLY SECURE PAYMENT ANALYTICS AND INVOICING SYSTEM INTERFACED TO PPA COMPUTERIZED SYSTEMS

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2024, intends to apply the sum of **P180,000,000.00** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement for the Supply, Delivery, Configuration, Installation and Implementation of a Digitally Secure Payment Analytics and Invoicing System Interfaced to PPA Computerized Systems **(ASD-014-2024)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority now invites bids for the above Procurement Project. The project shall commence seven (7) days after the receipt of the Notice to Proceed (NTP) and must be completed within nine (9) months. Delivery at the PPA Head Office shall be within thirty (30) days upon issuance of the BIR Certificate of Accreditation and Registration and shall not exceed six (6) months from the issuance of the NTP. Bidders should have completed, within ten (10) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Prospective Bidders may obtain further information from the Philippine Ports Authority Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **11 July 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifty Thousand (P50,000.00) Pesos.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The Philippine Ports Authority's Bids and Awards Committee will hold a Pre-Bid Conference on **23 July 2024 at 2:00 p.m.** at the PPA Function Room, 7th Floor, PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **07 August 2024 at 1:00 p.m.** Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on **07 August 2024 at 2:00 p.m.** at the 7th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Philippine Ports Authority reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority
5th Floor, PPA Bldg., A. Bonifacio Drive,
South Harbor, Port Area, Manila
Telephone Nos. 527-47-35
527-83-56 to 83 loc. 539
PPA Website: www.ppa.com.ph
PhilGEPS Website: www.philgeps.gov.ph

MARK JON S. PALOMAR
Chairperson, PPA Head Office Bids and Awards Committee for the Procurement of Goods and Consultancy Services (HO-BAC-PGCS)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PHILIPPINE PORTS AUTHORITY wishes to receive Bids for the **PROCUREMENT FOR THE SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, AND IMPLEMENTATION OF A DIGITALLY SECURE PAYMENT ANALYTICS AND INVOICING SYSTEM INTERFACED TO PPA COMPUTERIZED SYSTEMS** with identification number **ASD-014-2024.**

The Procurement Project (referred to herein as "Project" is composed of a single lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Philippine Ports Authority through its corporate budget for the Calendar Year (CY) 2024 in the amount of **ONE HUNDRED EIGHTY MILLION PESOS (Php180,000,000.00).**

2.2. The source of funding is the Corporate Budget of the PHILIPPINE PORTS AUTHORITY.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2 Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1 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.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a Pre-Bid conference for this Project on the specified date and time and either at its physical address at the PPA Function Room, 7th Floor, PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last ten (10) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents).**

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for One Hundred Twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each bidder shall submit one copy of the first and second components of the Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB.** The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated *"passed,"* using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Contract on any Information Systems (IS) or Information Technology (IT) projects; the implementation of such application and/or IT project. b. completed within ten years (10) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP *[Manila]* or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Three Million Six Hundred Thousand Pesos (Php3,600,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Nine Million Pesos (Php9,000,000.00) if bid security is in Surety Bond.
15	Each Bidder shall submit **ONE (1) original and SIX (6) copies** of its Technical and Financial Components of its Bid in two (2) separate sealed bid envelopes, which should be submitted simultaneously. Each of the bid documents should be individually sealed. All bid documents shall be book-bound with hard cover and properly labelled with index tabs. Failure to comply with the said requirements is a ground for automatic disqualification of the bidder.
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.1	No additional requirements.
21.1	No additional requirements.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination].* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site are: **Philippine Ports Authority-Head Office, Manila.** **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; e. To provide in-house (Head Office) training and familiarization, prior to field training, of Software related to Data Acquisition and Processing (one (1) calendar day); and f. The supplier shall train designated PPA-identified Users (technical and end-users) on concepts/usage/administration/maintenance/ monitoring of the systems solutions. The Training Deliverables are as follows:

f.1 Training Materials and User Manual
f.2 Training for identified Users shall be conducted within the period specified based on schedule
f.3 Onsite training will be conducted at the Head Office and in all 25 PMOs.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

b. in the event of termination of production of the spare parts:

i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for a period of three (3) years after project acceptance by the PPA.

Spare parts or components shall be supplied and repaired within fifteen (15) working days.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the

	remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payment which shall be made in Philippine Currency, shall be per services delivered according to the following schedule, starting from the date of issuance of the Notice to Proceed:

Milestone	Activity	Percentage
Milestone #1	1. Submission of the Inception Report	50% of the contract price
	2. Functional Specification (FS) Submission	
	3. BIR Accreditation and Registration of the initial ten (10) handheld POS machines and its accompanying software, ten (10) printers, and three (3) servers and its supporting software	
	4. Supply and Delivery of BIR-accredited and registered ten (10) POS machines and software, ten (10) accompanying printers, three (3) servers and its supporting software, initial supply of 8,000 rolls of thermal paper, as well as other equipment and accessories	
Milestone #2	5. BIR Accreditation and Registration of the remaining 265 handheld POS machines and its accompanying software, and 265 printers	25% of the contract price
	6. Supply and delivery of the remaining 265 POS machines and software, the 265 accompanying printers, as well as the remaining equipment and supplies.	
	7. User Acceptance Testing (UAT)	
Milestone #3	8. Deployment of Hardware and Software	25% of the contract
	9. Roll-out and User Training	

		10. Final Acceptance	price
4	The inspection and tests that will be conducted are: Conduct of User Acceptance Testing (UAT) duly signed-off by PPA end-users to ensure quality results and full satisfaction of products delivered. The Philippine Ports Authority shall have the right to inspect and/or test the goods to confirm conformity with the Contract. PPA shall be given five (5) working days notice prior to tests.		

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description[1]	Quantity	Total	Delivered, Weeks/Months
	Procurement for the Supply, Delivery, Configuration, Installation, and Implementation of a Digitally Secure Payment Analytics and Invoicing System Interfaced to PPA Computerized Systems:			The project shall commence seven (7) days after the receipt of the Notice to Proceed and must be completed within nine (9) months.
	• Handheld Point-of-Sale (POS) machines including all its components	275	275	Delivery at the PPA Head Office shall be within thirty (30) days upon issuance of the BIR Certificate of Accreditation and Registration and shall not exceed six (6) months from the issuance of the NTP.

[1] Subject to the Technical Specifications under Items VI of the Terms of Reference.

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A

		statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	PROCUREMENT FOR THE SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, AND IMPLEMENTATION OF A DIGITALLY SECURE PAYMENT ANALYTICS AND INVOICING SYSTEM INTERFACED TO PPA COMPUTERIZED SYSTEMS	

	SCOPE OF WORK 1. Supply, delivery, installation, configuration of two hundred seventy-five (275) units BIR-accredited handheld Point-of-Sale (POS) system and machines with peripherals/components and application including implementation to PPA Port Management Offices (PMOs) and Terminal Management Offices (TMOs). 2. Integration of the system provider's POS software solution to PPA's Oracle E-Business Suite without invalidating the warranty nor influence the proprietary algorithm of the Oracle solution through the use of an Application Programming Interface (API). 3. Creation of an API between the POS and PPA software systems including but not limited to Internet-based Port Operations and Receipting for Terminals System (IPORTS) and Accounting and Financial Management System (AFMS). 4. Application and processing with BIR for the approval of the POS and affected systems in accordance with the registration requirements as prescribed in BIR Revenue Regulation No. 7-2024 and related issuances. 5. Submission of a detailed functional requirements analysis and specifications, as agreed upon, acknowledged and signed by PPA end users. 6. Conduct of User Acceptance Testing (UAT) duly signed-off by PPA end- users to ensure quality results and full satisfaction of products delivered. 7. Implementation of the PPA accepted and commissioned POS at the base ports of the twenty-five (25) PMOs. 8. Conduct of functional and technical training of PPA end-users based on a mutually agreed schedule. 9. As a secure measure for both parties, all source code related to the project will be turned over to PPA via a software escrow agreement under a bank that provides such escrow services. The Supplier shall avail of the services of the escrow provider, with the final contract agreed upon by the PPA, the escrow provider, and the Supplier.	

	10. Submission of complete reference materials and documentation to properly use the system, including brochures, training manuals, quick guides, technical manuals for the use of end-users and administrators. 11. Submission of complete documentation and turn-over of all administrator/root passwords and other account credentials for complete and unencumbered access to the system, its services, and related databases. 12. Submission of complete documentation (Inception Report, System Requirements, Functional Specifications, User/Training Manuals) for every deliverable/milestone. PPA shall own all such documents and shall reserve the right to reproduce. 13. Conduct of roll-out activities together with select PPA personnel in all PPA PMOs and TMOs with the following documents prepared and delivered to be used during the roll-out: 13.1 Launch Guide 13.2 Job Aides 13.3 User Manual 13.4 Systems and Procedures 13.5 Site Assessment Checklist 13.6 Post Evaluation Report 13.7 Certificate of Acceptance and Turnover	
	SUPPLIER'S REQUIREMENTS 1. The supplier must have the machine and system it intends to sell/distribute to be duly accredited by the BIR prior to the actual distribution/use of such machines, in accordance with BIR's latest procedures and requirements. 2. The supplier must certify that the POS machines and software have the capability to link with other systems such as, but not limited to, IPORTS and AFMS. The systems interface should be duly accredited by the BIR. 3. The supplier shall provide PPA with the corresponding list and/or documentation pertaining to the system-	

	generated Permit to Use (PTU) POS and the Machine Identification Number (MIN) of each handheld POS machine which will serve as proof of authorization to use the machines. 4. The supplier must provide a handheld POS machine with BIR MIN Sticker securely attached at the back of the machine and conspicuously visible to the public which contain the following information: 4.1 Machine Identification Number (MIN) 4.2 Name of the Buyer/User 4.3 TIN of the Buyer/User (up to 14 digits) and Branch Code 4.4 Permit to Use Number 4.5 Machine Serial Number 4.6 Barcode	
	BIDDER'S QUALIFICATIONS 1. The bidder/supplier must offer a POS, with supporting documents, for the following criteria: 1.1 PCI DSS Compliant. The Payment Card Industry Data Security Standard (PCI DSS) is a set of security standards formed in 2004 by Visa, MasterCard, Discover Financial Services, JCB International, and American Express. Governed by the Payment Card Industry Security Standards Council (PCI SSC), the compliance scheme aims to secure credit and debit card transactions against data theft and fraud. 1.2 EMV-compliant. EMV is a payment method standard for payment terminals and automated teller machines which can accept them. EMV is short for the three companies that created the standard: Europay, Mastercard, and Visa. EMV cards store cardholder information on a metallic chip instead of in a magnetic stripe. These chips can only be authenticated by special readers, making them more secure than mag stripe-only cards.	

	2. The bidder/supplier must have: 2.1 supplied software related solutions, may it be customized or off- the-shelf, to a government entity, any of the following example: a. Customized solution that manages the inventory, asset management, and or materials, using a relational database and other database platforms. b. Digital command center for digital communications systems and or cameras and other digital solutions that are software-enhanced or enabled or even as a platform. 2.2 Must be an official distributor of the POS solution representing an POS Software Solution or Product which has the following qualifications: 2.2.1 a certificate of operational zero-downtime in financial transaction processing from at least one (1) existing Philippine client. 2.2.2 a certificate of solution satisfaction from at least one (1) Philippine client. 2.2.3 a certificate of solution satisfaction from at least one (1) foreign client. 2.2.4 that is 100% Filipino-owned. 2.2.5 a Philippine-based support group for quick resolution of issues.	
	TECHNICAL SPECIFICATIONS 1. **HARDWARE** 1.1 Two hundred seventy-five (275) units handheld POS machine with battery and POS charger, spare battery and single battery charger, with three (3) year warranty (*The Summary List of Distribution of POS Handheld Machines is attached as "Annex A" of the Terms of Reference).* ➢ **Operating System**: Standard Mobile Operating	

	System, Supported and Upgradeable ➢ **Processor**: At least Quad Core, 2.0Ghz ➢ **Memory:** Minimum 3GB RAM and 64GB Storage ➢ **Cameras**: Front Camera 5MP FF; Dual-Rear Camera: 13MP AF+ 2MP AF ➢ **Displays**: 1600*720 (2480*1080 opt) Pixel 6.5-inch IPS LCD, Multi-touch, AF ➢ **Barcode**: Zebra SE4100 Standard; Barcode Scanner (opt) ➢ **Key**: Power (finger ID opt); Volume + | Volume - | Scan ➢ **Multimedia**: Audio Speaker | Dual Mic | Receiver ➢ **Physical**: 172 x 81 x 16.5mm; Weight (g) Not More than 400g ➢ **Comms Configurations**: 2G/3G/4G Band; Dual band Wi-Fi (2.4/5GHz), Bluetooth 5.0 ➢ **Card Readers**: MSR | ICCR | Contactless; NFC Contactless; (Reader, P2P, card emulation) ➢ **SIM/SAM**: 2SAM+1SIM+1SD or 1SAM+2SIM+1SD ➢ **Battery**: Li-ion Polymer 3.8V, 5400mAh, field replaceable ➢ **Power Supply**: minimum 18W PD Fast Charging ➢ **Environmental**: 5% ~ 96% Relative Humidity, Non-condensing; - 10 ~ 50°C Operating Temperature; - 20°C ~ 70°C Storage Temperature ➢ **Sensor**: Light Sensor | G-Sensor; Vibration Motor | Flashlight | GPS ➢ **Ports**: USB Type-C ➢ **Durability**: IP rating: IP67; Dropping: 1.5M; ESD: 15KV contact, 18KV Air ➢ **Certification**: EMV L1 | EMV CL L1 1.2 Two hundred seventy-five (275) units of portable printer with battery and charger, spare battery and	

	single battery charger, with three (3) year warranty ➢ **Dimension**: 129.8 mm L x 114.4 mm W x 58.9 mm H ➢ **Weight (with battery)**: 390 g or 0.85 lbs ➢ **Resolution**: 203 dpi or 8 dots per mm ➢ **Max Print Width**: 72 mm or 2.83 in ➢ **Max. Print Speed**: Receipt and Label: 2ips (50 mm/s) ➢ **Battery Capacity and Type**: 2500 mAh (7.4V), rechargeable Li-ion Battery ➢ **Media Width**: 80 mm or 3.15 in; With media spacers: 76.2 mm or 3.00 in; 58 mm or 2.28 in; 50.8 mm or 2.00 in ➢ **Media Roll Diameter**: Inner: 12.7 mm or 0.5 in; Outer: 50 mm or 2.0 in ➢ **Operating Temperature**: -5°C to 50°C or 23°F to 122°F ➢ **Storage Temperature**: -20°C to 60°C or -4°F to 144°F ➢ **Charging Time**: Less than 4 Hours (23°C + or -5°C) ➢ **Drop Specification**: 1.5 m or 5 ft. to concrete floor ➢ **IP Rating**: IP54 without soft case ➢ **Comms Configurations**: Bluetooth 5.0 Low Energy dual mode ➢ **USB Port**: USB 2.0 Type-C Connector ➢ **Charging Method**: USB Charging ➢ **Lower Power Mode**: Support power saving ➢ **User Interface**: OLED Screen, Control Buttons (Power, Config, Feed) 1.3 POS Device Accessories ➢ Two hundred seventy-five (275) Micro Secure Digital (SD) memory cards, each with a minimum	

	32GB capacity and a speed rating of at least UHS-I 1.4 Twenty-one thousand (21,000) rolls of white thermal paper ➢ Size: Compatible with the Printer 1.5 Printer Accessories ➢ Hands-free accessory (belt clip and/or carrying case) 1.6 Three (3) units server ➢ **Processor:** Up to twenty-eight (28) physical cores, minimum 2 x 12-core processors at 2.2GHz clock speed ➢ **Memory Capacity**: 16 DIMM slots, up to 4TB ➢ **Installed random access memory (RAM):** minimum 128GB for each server ➢ **Expansion Slots:** 4 x PCI-E 3.0 x16 slots; 1 x PCI-E 3.0 x8 slot ➢ **Storage Controller:** 12Gbps SAS controller 8-port (8 internal) 12GB/s per port ➢ **RAID Support**: HW RAID 0, 1, 5, 6, 10, 50, 60 ➢ **Storage**: minimum - 1 x 1TB enterprise-grade SSD, 2 x 900GB SAS 15K RPM 2.5" HDD ➢ **Drive Bays:** 8 x 2.5" SAS3 & 8 x 2.5" SATA3 Hot-swap Drive bays ➢ **Power Supply**: 1200W Redundant Power Supplies Titanium Level (96%) ➢ **Cooling System**: 3 x Heavy duty 8cm fans with PWM fan speed ➢ **Form Factor:** 2U Rackmount ➢ **LAN Connection**: 2 x RJ45 Gigabit Ethernet LAN ports; 1 x RJ45 Dedicated IPMI LAN port ➢ **With An Enterprise Operating System installed.** 2. **SOFTWARE FUNCTIONAL REQUIREMENTS**	

	2.1 <u>POS System</u> ➢ Can handle high volume of transactions involving both legacy (ATM, bank branch, and EDC-POS terminal) network, and next generation wireless and Internet devices. ➢ Virus and malware-resistant, resource-efficient, stable, flexible, and community-supported operating system ➢ Support for standard enterprise operating systems ➢ Support for enterprise RDBMS backend databases ➢ Quick device configuration ➢ Capable of switching over from WLAN (wireless local area network) to cellular data for internet connectivity ➢ Generate and process sales with reversal (void) on the same order ➢ Touch screen compatible ➢ Use integrated hardware and verified devices for receipt printers ➢ Powerful business intelligence and reporting tools ➢ Capable of handling offline transactions (payment and receipt issuance) using the store-and-forward function ➢ Capable of handling discounts for PWD, Student, and Senior Citizen, and other discounts as mandated by law ➢ Capable of having port-specific fee types ➢ Capable of regular wireless update ➢ BIR-prescribed requirements based on the latest applicable revenue issuances including the invoicing and accounting requirements o <u>Accumulated Grand Total Sales</u> The Accumulated Grand Total Sales must have at least twelve (12) digits inclusive of the two (2) decimal places. However, the physical limitation	

		of the maximum number of digits must be taken into consideration or the accumulated grand total sales must not be truncated if the Z-Reading/EOD Report shall be printed on a standard tape receipt paper. POS machines must be equipped with a reset counter that advances by one (1) every time the Accumulated Grand Total Sales is fully utilized or exhausted and the same shall be shown on the Z-Reading/EOD Report. Such counter shall be reset to zero (0) upon retirement/cancellation of Permit to Use (PTU) of "Sales Machines/Software". In case of resetting, the concerned RDO shall be notified about it to ensure that all the sales data registered in the machine up to the last day it was used are properly recorded. A letter notification must be submitted to the RDO not later than three (3) days after the reset is done with attached printed Z-Reading or EOD Report as of the day of resetting to validate that the reset counter incremented by one (1). o Tamper-free In order to protect the integrity of the data, the sales data must not be capable of being manipulated. The POS machines/software must not be switchable to "Training Mode", "No Sale Transaction Mode" or any other manipulations that will impair/impede/suspend the recording of sale upon deployment of the same for use in business operations. All POS machines that will be exclusively used for training purposes and will generate documents during training must not be considered as invoices/receipts. Hence, the statement "THIS IS NOT A SALES INVOICE/OFFICIAL RECEIPT. PLEASE REQUEST FROM SELLER YOUR SALES INVOICE/OFFICIAL RECEIPT". must be boldly printed on the tape receipt that will be generated. o Activity Log or Transaction Log The POS machines/software must have the functionality to generate report that shows the record of all actions done (such as extract, push or	

		pull, edit, delete, etc.); who created the transactions (with root/administrator's account, including activities performed in case the software provider/developer access and manipulate the software remotely); the values involved in the activity and date and time of transactions. o Non-volatile memory The POS machines/software must have the capability to retain sales data and other important information when the power is turned off or must be equipped with a recovery or backup system to retain the said data/information for the period prescribed under Revenue Regulations No. 5-2014. o Sales Readings The POS machines/software must be able to generate a report from the sales machines or central server showing the reading of daily sales, sales discounts, sales adjustments, such as refunds, returns, cancelled, void, etc., and accumulated grand total sales recorded therein, such as "X-Reading" and "Z-Reading". X-Reading also known as Cashier's Accountability Report/End-of-Shift-Report, which shall be generated from the POS to determine the accountability of the cashier or any authorized personnel at the end of each shift or as may be required by the management depending on the company policy. (See Annex D-1, per BIR RMO 24-2023). Z-Reading also known as End-of-Day (EOD) Report, which shall be generated from the POS to determine the total sales for the day and other important details as may be required by the BIR, including the Accumulated Grand Total Sales (previous day and present day), Breakdown of Sales (i.e. VATable Sales, VAT Exempt Sales, Zero-Rated Sales, and VAT Amount) and Modes of Payment (i.e. Cash, Credit Card, Gift checks, etc.). Z-counter Reset Counter, if any, details of adjustments to sales like Void, Return, Refund transactions and many others. (See Annex D-2, per BIR RMO 24-2023)	

		It should be noted that the "Z-Reading" must cover all transactions for the whole sales operation or business day. Thus, sales transactions or adjustments reflecting the same sales operation date after the "Z-Reading" was generated must not be allowed, whether the day ends at 11:59 PM or otherwise. Such readings generated from the POS machines/software must be capable of being reprinted, any time or as may be required for audit, post evaluation and/or Tax Compliance Verification Drive (TCVD) purposes. o <u>Sequential series of accountable forms/documents</u> The invoices/receipts generated from the POS machines/software must have a minimum of six (6)-digit running Serial Number (SN). The maximum number of running SN must be taken into consideration and the same must not be truncated when the invoices/receipts are printed. The SN must also be padded with zero (0) or the leading zeroes must be shown. *Ex. For 103rd invoice/receipt, it should be displayed as "000103" instead of "103" only assuming the maximum number of digits is six (6).* The POS machine/software may also be equipped with a Reset Counter that advances by one (1) every time the maximum number of digits is fully exhausted or utilized. The said Reset Counter is applied to the SN of the invoices/receipts as prefix/suffix. *e.g. "00-000001" shall be shown on the face of the invoice/receipt where the first two digits- "00" is the Reset Counter as prefix of the six-digit running SN.* o <u>Reprint Functionality</u> POS machines/software with the functionality to reprint principal invoices/receipts shall not distort the stored sales data and must indicate the word "REPRINT" on the face of such invoices/receipts, including the date and time of printing was done.	

	○ Push Functionality All sales date or information (as required under e-Invoicing/e-Receipting Project of the BIR) that will be generated from a POS machine/software, if applicable, must be able to send or push to the BIR on a "real-time" or "near-real-time" the EIS e-Invoice Java Script Object Notation (JSON) File Format for POS based on the provisions of the applicable e-Invoicing/e-Receipting revenue issuances. ○ Verification or Validation Seal Serves as a security feature that will determine the authenticity of the e-Invoices/e-Receipts. Most common verification or validation seals are Quick Response (QR) Codes, Bar Codes, Uniform Resource Locator (URL) and any other form of seal or security features. ○ Data Retention All relevant sales data or information and other accounting records must be retained for a period in accordance with the existing revenue issuance on preservation of records as prescribed under 235 of the Tax Code and relevant regulation. The said accounting records must be maintained or accessed at the registered place of business or the registered address where the POS machine/software is being used. ○ Sales Data Transmission For e-receipt, the system must be able to transmit or generate the sales data in JSON File Format with an EIS Unique ID to verify the transmitted sales data. ○ Sales per POS machine must be automatically recorded in the central server, where the stored data shall be preserved for a period within which the Commissioner is authorized to make an assessment and collection of taxes. ○ Sales Invoices from POS Machines/Software The following salient information must be shown as:	

Header of Sales Invoices

- Registered Name of the Seller as shown in BIR Certificate of Registration
- Registered business address of the Seller where the Sales Invoice shall be issued
- The term "Sales Invoice" is prominently printed
- The phrase "VAT REG TIN" followed by 9-digit Taxpayer Identification Number (TIN) with 5-digit Branch Code of the Seller (e.g. VAT Reg TIN 123-456-789-00000)

Top Portion of Sales Invoice

- Machine Identification Number (MIN)
- Serial number of the POS machine (if branded machine) and the Serial Number of the Hard Disk Drive and/or Software License Number (if cloned machine)
- For reprinting of Sales Invoice, the word "REPRINT" should be prominently indicated.

Sales Invoice Information

- Generated Sales Invoice number should comply with the latest BIR Requirements
- Date of Transaction
- Customer/Buyer details – Name, Address, TIN
- Quantity
- Description of the items/goods or nature of service rendered
- Unit Cost

- Total Amount of Sale, inclusive of the VAT
- VAT Amount shown as a separate item
- The sales amount shall be broken down to: VATable Sales, VAT Amount, VAT Exempt Sales and Zero-Rated Sales written or printed as applicable (i.e., "VAT Exempt Sale" or "Zero Rated Sale", etc.)
- The following information must be provided if the taxpayer shall transact with a Senior Citizen (SC), Person with Disability (PWD), National Athletes and Coaches (NAAC), Solo Parent, and/or Medal of Valor (MOV) Awardee or his/her dependents
    - SC ID No. or any other government issued ID showing the name, picture, date of birth and nationality/PWD ID No./Phil. National Sports Team (PNST) ID No./Solo Parent ID No./MOV ID No. or MOV Dependent ID No.
    - Amount of Discount showing detailed breakdown of the 5% or 20% discount and 12% VAT Exemption whichever is applicable.
    - Signature space for the SC/PWD/NAAC/ Solo Parent/MOV Awardee

Bottom portion of the Sales Invoice

- BIR Final Permit to Use (PTU) Number

2.2 System Interface with PPA Computerized System

The software system that supports the POS machines must have an API with PPA's relevant software systems such as IPORTS and AFMS. Such an interface should be capable of receiving detailed financial transactions from each POS machine to the larger data servers dedicated to

	the system that contains the supporting software. Then such software operating within the data servers will then have APIs to PPA's various software systems, with a data transmission schedule agreed upon by PPA and the Supplier. There will also be an API connecting the supporting software of POS machine operating within the data servers to PPA's own data warehouse for tax charges and exemptions. The API design and all supporting software for the POS system must abide with the existing government policies with regards to cybersecurity, in particular from DICT, the NPC, and PPA. Furthermore, business continuity plans must be incorporated in the overall design in all POS software (from each POS machine and all software residing on the POS data servers), in preparation of Internet connectivity issues. Each POS machine should have the capability of working standalone, switching from online to offline modes seamlessly without disrupting the continuity of transaction records (i.e.: a self-sustaining device). Transaction records will then resume transmitting from the affected POS machine to the data servers located at the Head Office once favorable connection conditions are restored. 2.3 Accounting Requirements and Backend Reports The POS Software must be capable of interfacing and transferring data with AFMS maintaining a subsidiary sales journal. It must also be capable of generating a report summarizing all sales transactions showing separately the VATable Sales, VAT Exempt Sales, and Zero-Rated Sales, such as BIR Sales Summary Report (Annex E-1) and other system-generated backend reports, such as but not limited to the Senior Citizen Sales Book/Report (Annex E-2), Persons with Disability Sales Book/Report (Annex E-3), National Athletes and Coaches Sales Book/Report (Annex E-4), Solo Parent Sales Book/Report (Annex E-5) and Void Report. (Annex E1 to E5, per BIR RMO 24-2023). 2.4 Systems Registration due to Reconfiguration The POS system will result to reconfiguration of existing systems and will have direct effect on the financial aspect of the previously registered PPA Computerized	

	Accounting System. As such, the supplier shall ensure the immediate submission of BIR requirements pertaining to the reconfigured systems to expedite the issuance of Acknowledgment Certificate, prior to the implementation of POS.	
	OTHER REQUIREMENTS 1. All fees applicable (with chart of accounts in the general ledger) to all PMOs and TMOs will be stored on the server. Only PMO- and TMO-specific and regional-specific fees will be uploaded from the server to the specific POS terminal where applicable. 2. The POS terminal should be able to handle at least two hundred (200) fee types. (NOTE: PPA has a maximum of only 10 fee types). 3. The system must have an adjustable font size subject to approval during the determination of final specifications. 4. The vendor will enroll PPA as a merchant in GCash and Maya, including enrollment to a payment gateway in order to handle real-time digital payments, in accordance to government regulations. 5. Individual POS terminals will generate end-of-day (EOD) Z-Reports (total electronic and cash sales, total electronic sales (filterable by Gcash and Maya), and total cash sales) for internal use of PPA and for the BIR. 6. The customized system should be ready to accept debit, credit, reloadable prepaid, and ATM cards for future upgrades subject to commercial review. 7. The supporting software system must have a system management and maintenance module, a dashboard for quick glance of statistics (i.e., usage, transactions), and network monitoring management functionality.	
	TRAINING The supplier shall train designated PPA-identified Users (technical and end-users) on concepts/usage/administration/maintenance/ monitoring of the systems solutions. The Training Deliverables are as follows: 1. Training Materials and User Manual 2. Training for identified Users shall be conducted within the	

	period specified based on schedule. 3. Onsite training will be conducted at the Head Office and in all 25 PMOs.	
	WARRANTY 1. The project shall be covered by the warranty on all hardware, software, components, and services for a period of three (3) years after project acceptance by the Procuring Entity. 2. The supplier/contractor shall repair products that are under warranty within fifteen (15) working days. 3. The supplier/contractor shall provide a certificate of availability of spare parts to ensure immediate replacement of defective parts within the warranty period. The Supplier shall replace the spare parts within fifteen (15) working days from the purchase of the subject units.	
	INSPECTION AND TESTS PPA shall have the right to inspect and/or test the goods to confirm conformity with the contract. PPA shall be given a five (5) working day notice prior to tests.	
	MAINTENANCE/TECHNICAL SUPPORT 1. **POS Hardware and Software Maintenance Support** 1.1 The Supplier will provide highly technical personnel to service all the equipment including its components/peripherals and associated software whenever hardware breakdown and/or any related problem should occur. 1.2 On-call support will be available 24 hours a day, 7 days a week (24/7). A one (1) hour response from the time of the call (through telephone call) will be provided. 1.3 Upon receipt of notice from PPA through the Support Centre Hotline of an error, defect, malfunction or nonconformity in the Covered Hardware, the Supplier will respond as provided below: ➢ Severity 1: Produces an emergency situation in which the Covered Hardware is inoperable,	

produces incorrect results, or fails catastrophically.

- Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Hardware degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Hardware is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

- Severity 3: Produces an inconvenient situation in which the Covered Hardware is usable but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

- Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change and update of firmware or by a future, regular release from the Supplier.

1.4 All updates and enhancements provided to PPA by the Supplier pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

a. Bug fixes.

b. Performance enhancements to Covered Hardware.

c. Updates do not include:

- Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and

- New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

1.5 Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be made by a single

	communication to a single PPA-designated distribution point. Duplication, distribution, and installation of updates is the responsibility of PPA. If requested, the Supplier will provide on-site assistance in the installation of updates on a time and materials basis, plus expenses. 1.6 The Supplier assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with current or future releases of the Covered Hardware if the PPA has made changes to the system hardware/software configuration or modifications to any supplied binaries which changes effect the performance of the Covered Hardware and were made without prior notification and written approval by the Supplier. The Supplier assumes no responsibility for the operation or performance of any PPA-written or third-party application. 1.7 Services Not Included: Maintenance Services do not include any of the following: (1) custom programming services; (2) support of any software that is not Covered Software; (3) training of not Covered Software; (4) out-of-pocket and reasonable expenses, including hardware and related supplies.	
	OWNERSHIP AND CONFIDENTIALITY OF DATA 1. All data/information related to the development of the information system that may be shared by the Philippine Ports Authority in the course of evaluating the various modules, function and features for this project, shall remain confidential and shall not be copied, divulged, transmitted or shared in any way to third parties. 2. All required software/technology licenses purchased for this project shall be named under the Philippine Ports Authority. 3. All pertinent records and related information entered into and recorded by the application and its component equipment shall be owned by the Philippine Ports Authority. 4. The Supplier/Contractor shall ensure that such information shall be treated with confidentiality through a non-disclosure agreement. 5. The contractor shall abide by the provision stipulated in	

the Data Privacy Act.

SUMMARY LIST OF DISTRIBUTION OF POS HANDHELD MACHINES (ANNEX "A" of the TERMS OF REFERENCE)

PPA-PMO	Location	Qty	Total
1. PMO NCR SOUTH	PPD	3	**6**
TMO PASIG	GATE 1	1	
	SCO	2	
TMO MICT		-	
2. PMO NCR NORTH	BASEPORT	1	**4**
	OPERATION CENTER 1	2	
TMO VITAS	TMO BLDG	1	
3. PMO NORTHERN LUZON	BASEPORT-CURRIMAO	2	**5**
TMO CAGAYAN / ILOCOS / ISABELA	TMO BLDG	1	
TMO PANGASINAN	TMO BLDG	1	
TMO BATANES	TMO BLDG	1	
TMO ZAMBALES		-	
4. PMO BATAAN/ AURORA	BASEPORT	1	**2**
TMO CAPINPIN	TMO BLDG	1	
TMO DINGALAN		-	
TMO CASIGURAN		-	
5. PMO BATANGAS	BASEPORT	2	**12**
	PORT OF CALATAGAN		
	MAIN GATE	1	
	PTB	1	
	PORT OF NASUGBU		
	MAIN GATE	1	
	PTB	1	
TMO BAUAN	TMO BLDG	1	
	MAIN GATE	1	
TMO ROMBLON	TMO BLDG	2	
TMO TABLAS	TMO BLDG	1	
	MAIN GATE	1	
6. PMO MARINDUQUE/ QUEZON	WINDOW GATE 2 BOOTH	1	**9**

		WINDOW GATE	1		
		4 BOOTH			
		AMBULANT/ROVING CASHIER	1		
	TMO BALANACAN	TMO GATE	1		
		PTB BOOTH	1		
		PCG GATE	1		
	TMO STA. CRUZ				
		CASHIER BOOTH	1		
	PORT OF CAWIT	CASHIER BOOTH	1		
	PORT OF SAN ANDRES	CASHIER BOOTH	1		
	7. PMO BICOL	BASEPORT	1	**8**	
	TMO TABACO	CASHIER BOOTH	1		
	TMO CATADUANES/ VIRAC	CASHIER BOOTH	1		
	PORT OF SAN ANDRES, TMO CATANDUANES	CASHIER BOOTH	1		
	TMO MATNOG	CASHIER BOOTH	1		
	TMO BULAN	CASHIER BOOTH	1		
	TMO PIODURAN	CASHIER BOOTH	1		
	TMO CAMARINES	CASHIER BOOTH	1		
	SAN JOSE PANGANIBAN PORT-TMO CAMARINES		-		
	8. PMO MASBATE	BASEPORT	3	**9**	
		PORT OF AROROY	1		
		PORT OF CATAINGAN	1		
		PORT OF CAWAYAN	1		
		PORT OF ESPERANZA	1		
		PORT OF MANDAON	-		
	TMO BURIAS	PORT OF SAN PASCUAL	1		
		PORT OF CLAVERIA	1		
	TMO TICAO		-		
	9. PMO MINDORO	BASEPORT	1	**8**	

	TMO ROXAS		1	
	PORT OF BULALACAO		1	
	TMO ABRA DE ILOG		1	
	TMO SAN JOSE		1	
	TMO LUBANG		1	
	PORT OF PTO GALERA		2	
	10. PMO PALAWAN	BASEPORT	2	**13**
		TERMINAL ENTRANCE GATE BOOTH	1	
	TMO CORON		3	
	TMO CULION	TMO CASHIER	1	
		STU	1	
	TMO CUYO	TMO CASHIER	1	
		ENTRANCE GATE BOOTH	1	
		STU	1	
	TMO BROOKE'S POINT		1	
	TMO EL NIDO		1	
	11. PMO PANAY/GUIMARAS	ICPC	1	**15**
		FORT SAN PEDRO	2	
			2	
		ILOILO FAST CRAFT TERMINAL		
	TMO CAPIZ		1	
	TMO AKLAN		1	
	TMO ANTIQUE	SAN JOSE DE BUENAVISTA	1	
		LIPATA	1	
	TMO ILOILO	PORT OF DUMANGAS	2	
		PORT OF ESTANCIA	1	
	TMO GUIMARAS	PORT OF JORDAN	1	
		PORT OF SIBUNAG	1	
		STU-BUENAVISTA	1	
	12. PMO BOHOL		4	**26**
	TMO LOON		2	

TMO TUBIGON		3		
TMO GETAFE		3		
TMO TALIBON		4		
TMO UBAY (6)		6		
TMO JAGNA		4		
13. PMO EASTERN LEYTE/SAMAR		2	**22**	
TMO LILOAN		2		
PORT OF SAN RICARDO		2		
PORT OF SAN JUAN		2		
TMO CATBALOGAN		2		
TMO CALBAYOG		2		
PORT OF MANGUINO-O		2		
TMO SAN ISIDRO		2		
PORT OF SANJOSE		2		
TMO GUIUAN		2		
TMO BORONGAN		2		
14. PMO NEGROS ORIENTAL/SIQUIJOR		2	**14**	
TMO LARENA		8		
TMO TANDAYAG		2		
TMO GUIHILINGAN		2		
15. PMO NBBB		1	**10**	
TMO SAN CARLOS		2		
TMO BANAGO		2		
TMO BREDCO		2		
TMO HINOBAAN		1		
TMO DANAO		1		
TMO PULUPANDAN		1		
16. PMO WESTERN LEYTE/BILIRAN		4	**27**	
TMO BAYBAY		4		
TMO HILONGOS		4		

	TMO MAASIN/ GUADALUPE/LIMASAWA		4		
	TMO ISABEL		1		
	TMO PALOMPON/ SAN ISIDRO		4		
	TMO NAVAL/ MARIPIPI		4		
	TMO HILONGOS		1		
	TMO PADRE BURGOS		1		
	17. PMO DAVAO		-	3	
	TMO BABAK		2		
	TMO MATI		1		
	TMO MALALAG		-		
	TMO MACO		-		
	18. PMO ZAMBOANGA		4	9	
	TMO ZAMBOANGA DEL SUR		2		
	TMO ZAMBOANGA SIBUGAY		1		
	TMO ISABELA		2		
	19. PMO SOCSARGEN	PORT OF GENERAL SANTOS	1	5	
	TMO SARANGANI	PORT OF GLAN	1		
		PORT OF MABILA	1		
	TMO SULTAN KUDARAT	PORT OF KALAMANSIG	1		
		PORT OF SAN ROQUE	1		
	20. PMO ZAMBOANGA DEL NORTE	ENTRANCE	3	14	
		PARKING	2		
		PASSENGER TERMINAL BLDG	3		
		EXIT GATE	2		
	TMO SINDANGAN		1		

	TMO LILOY PORT OF TAGUILON		1 2	
	21. PMO MISAMIS ORIENTAL/CDO TMO BALINGOAN TMO CAMIGUIN TMO OPOL		4 1 3 1	**9**
	22. PMO AGUSAN TMO BUTUAN TMO MASAO	PICO TICKETBOOTH PICO BUTUAN FERRY TERMINAL	2 1 1 1 1	**6**
	23. PMO LANAO DEL NORTE/ILIGAN TMO TUBOD		4 2	**6**
	24. PMO SURIGAO TMO LIPATA TMO SIARGAO TMO DINAGAT TMO TANDAG		3 2 4 2 4	**15**
	25. PMO MISAMIS OCC./OZAMIZ TMO JIMENEZ TMO PLARIDEL TMO CALUYA		1 1 2 1	**5**
	26.HEAD OFFICE	Standby Units		**13**
		TOTAL UNITS		**275**
	All other provisions stated in the Terms of Reference not included herein.			

TERMS OF REFERENCE
PROCUREMENT FOR THE SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, AND IMPLEMENTATION OF A DIGITALLY SECURE PAYMENT ANALYTICS AND INVOICING SYSTEM INTERFACED TO PPA COMPUTERIZED SYSTEMS

I. PROJECT DESCRIPTION

The purpose of this project is to successfully execute the Supply, Delivery, Configuration, Installation, and Implementation of a Digitally Secure Payment Analytics and Invoicing System including the required hardware and/or machines with interface to the PPA Computerized Systems to be used at the Port Management Offices (PMOs) and the Terminal Management Offices (TMOs). This aims to replace the manual process of issuing pre-printed cash tickets with a new computerized system.

II. OBJECTIVE

The Project requires the supply, delivery, installation, configuration of two hundred seventy-five (275) units of BIR-accredited handheld Point-of-Sale (POS) System and machines including peripherals/components and applications to PPA Port Management Offices (PMOs) and Terminal Management Offices (TMOs).

III. SCOPE OF WORK

3.1 Supply, delivery, installation, configuration of two hundred seventy-five (275) units BIR-accredited handheld Point-of-Sale (POS) system and machines with peripherals/components and application including implementation to PPA Port Management Offices (PMOs) and Terminal Management Offices (TMOs).

3.2 Integration of the system provider's POS software solution to PPA's Oracle E-Business Suite without invalidating the warranty nor influence the proprietary algorithm of the Oracle solution through the use of an Application Programming Interface (API).

3.3 Creation of an API between the POS and PPA software systems including but not limited to Internet-based Port Operations and Receipting for Terminals System (IPORTS) and Accounting and Financial Management System (AFMS).

3.4 Application and processing with BIR for the approval of the POS and affected systems in accordance with the registration requirements as prescribed in BIR Revenue Regulation No. 7-2024 and related issuances.

3.5 Submission of a detailed functional requirements analysis and specifications, as agreed upon, acknowledged and signed by PPA end users.

3.6 Conduct of User Acceptance Testing (UAT) duly signed-off by PPA end-users to ensure quality results and full satisfaction of products delivered.

3.7 Implementation of the PPA accepted and commissioned POS at the base ports of the twenty-five (25) PMOs.

3.8 Conduct of functional and technical training of PPA end-users based on a mutually agreed schedule.

3.9 As a secure measure for both parties, all source code related to the project will be turned over to PPA via a software escrow agreement under a bank that provides such escrow services. The Supplier shall avail of the services of the escrow provider, with the final contract agreed upon by the PPA, the escrow provider, and the Supplier.

3.10 Submission of complete reference materials and documentation to properly use the system, including brochures, training manuals, quick guides, technical manuals for the use of end-users and administrators.

3.11 Submission of complete documentation and turn-over of all administrator/root passwords and other account credentials for complete and unencumbered access to the system, its services, and related databases.

3.12 Submission of complete documentation (Inception Report, System Requirements, Functional Specifications, User/Training Manuals) for every deliverable/milestone. PPA shall own all such documents and shall reserve the right to reproduce.

3.13 Conduct of roll-out activities together with select PPA personnel in all PPA PMOs and TMOs with the following documents prepared and delivered to be used during the roll-out:

3.13.1 Launch Guide
3.13.2 Job Aides
3.13.3 User Manual
3.13.4 Systems and Procedures
3.13.5 Site Assessment Checklist
3.13.6 Post Evaluation Report
3.13.7 Certificate of Acceptance and Turnover

IV. SUPPLIER'S REQUIREMENTS

4.1 The supplier must have the machine and system it intends to sell/distribute to be duly accredited by the BIR prior to the actual distribution/use of such machines, in accordance with BIR's latest procedures and requirements.

4.2 The supplier must certify that the POS machines and software have the capability to link with other systems such as, but not limited to, IPORTS and AFMS. The systems interface should be duly accredited by the BIR.

4.3 The supplier shall provide PPA with the corresponding list and/or documentation pertaining to the system-generated Permit to Use (PTU) POS and the Machine Identification Number (MIN) of each handheld POS machine which will serve as proof of authorization to use the machines.

4.4 The supplier must provide a handheld POS machine with BIR MIN Sticker securely attached at the back of the machine and conspicuously visible to the public which contain the following information:

4.4.1 Machine Identification Number (MIN)
4.4.2 Name of the Buyer/User
4.4.3 TIN of the Buyer/User (up to 14 digits) and Branch Code
4.4.4 Permit to Use Number
4.4.5 Machine Serial Number
4.4.6 Barcode

V. BIDDER'S QUALIFICATIONS

5.1 The bidder/supplier must offer a POS, with supporting documents, for the following criteria:

5.1.1 PCI DSS Compliant. The Payment Card Industry Data Security Standard (PCI DSS) is a set of security standards formed in 2004 by Visa, MasterCard, Discover Financial Services, JCB International, and American Express. Governed by the Payment Card Industry Security Standards Council (PCI SSC), the compliance scheme aims to secure credit and debit card transactions against data theft and fraud.

5.1.2 EMV-compliant. EMV is a payment method standard for payment terminals and automated teller machines which can accept them. EMV is short for the three companies that created the standard: Europay, Mastercard, and Visa. EMV cards store cardholder information on a metallic chip instead of in a magnetic stripe. These chips can only be authenticated by special readers, making them more secure than mag stripe-only cards.

5.2 The bidder/supplier must have:

5.2.1 supplied software related solutions, may it be customized or off-the-shelf, to a government entity, any of the following example:

a. Customized solution that manages the inventory, asset management, and or materials, using a relational database and other database platforms.

b. Digital command center for digital communications systems and or cameras and other digital solutions that are software-enhanced or enabled or even as a platform.

5.2.2 Must be an official distributor of the POS solution representing an POS Software Solution or Product which has the following qualifications:

5.2.2.1 a certificate of operational zero-downtime in financial transaction processing from at least one (1) existing Philippine client.
5.2.2.2 a certificate of solution satisfaction from at least one (1) Philippine client.
5.2.2.3 a certificate of solution satisfaction from at least one (1) foreign client.
5.2.2.4 that is 100% Filipino-owned.
5.2.2.5 a Philippine-based support group for quick resolution of issues.

5.2.3 The bidder must have completed a Single Largest Completed Contract (SLCC) within the last ten (10) years and similar to the contract to be bid whose value must be at least equivalent to fifty percent (50%) of the ABC. This "similar contract" can be any previous Information Systems (IS) or Information Technology (IT) projects; the implementation of such application and/or IT project.

VI. TECHNICAL SPECIFICATIONS

6.1 HARDWARE

6.1.1 Two hundred seventy-five (275) units handheld POS machine with battery and POS charger, spare battery and single battery charger, with three (3) year warranty (*Attached is the Summary List of Distribution of POS Handheld Machines ("Annex A")).*

- **Operating System**: Standard Mobile Operating System, Supported and Upgradeable
- **Processor**: At least Quad Core, 2.0Ghz
- **Memory:** Minimum 3GB RAM and 64GB Storage
- **Cameras**: Front Camera 5MP FF; Dual-Rear Camera: 13MP AF+ 2MP AF
- **Displays**: 1600*720 (2480*1080 opt) Pixel 6.5-inch IPS LCD, Multi-touch, AF
- **Barcode**: Zebra SE4100 Standard; Barcode Scanner (opt)
- **Key**: Power (finger ID opt); Volume + | Volume - | Scan
- **Multimedia**: Audio Speaker | Dual Mic | Receiver
- **Physical**: 172 x 81 x 16.5mm; Weight (g) Not More than 400g
- **Comms Configurations**: 2G/3G/4G Band; Dual band Wi-Fi (2.4/5GHz), Bluetooth 5.0
- **Card Readers**: MSR | ICCR | Contactless; NFC Contactless; (Reader, P2P, card emulation)
- **SIM/SAM**: 2SAM+1SIM+1SD or 1SAM+2SIM+1SD
- **Battery**: Li-ion Polymer 3.8V, 5400mAh, field replaceable
- **Power Supply**: minimum 18W PD Fast Charging
- **Environmental**: 5% ~ 96% Relative Humidity, Non-condensing; -10 ~ 50°C Operating Temperature; -20°C ~ 70°C Storage Temperature
- **Sensor**: Light Sensor | G-Sensor; Vibration Motor | Flashlight | GPS
- **Ports**: USB Type-C
- **Durability**: IP rating: IP67; Dropping: 1.5M; ESD: 15KV contact, 18KV Air
- **Certification**: EMV L1 | EMV CL L1

6.1.2 Two hundred seventy-five (275) units of portable printer with battery and charger, spare battery and single battery charger, with three (3) year warranty

- **Dimension**: 129.8 mm L x 114.4 mm W x 58.9 mm H
- **Weight (with battery)**: 390 g or 0.85 lbs
- **Resolution**: 203 dpi or 8 dots per mm
- **Max Print Width**: 72 mm or 2.83 in
- **Max. Print Speed**: Receipt and Label: 2ips (50 mm/s)
- **Battery Capacity and Type**: 2500 mAh (7.4V), rechargeable Li-ion Battery
- **Media Width**: 80 mm or 3.15 in; With media spacers: 76.2 mm or 3.00 in; 58 mm or 2.28 in; 50.8 mm or 2.00 in
- **Media Roll Diameter**: Inner: 12.7 mm or 0.5 in; Outer: 50 mm or 2.0 in
- **Operating Temperature**: -5°C to 50°C or 23°F to 122°F
- **Storage Temperature**: -20°C to 60°C or -4°F to 144°F
- **Charging Time**: Less than 4 Hours (23°C + or -5°C)
- **Drop Specification**: 1.5 m or 5 ft. to concrete floor
- **IP Rating**: IP54 without soft case

- **Comms Configurations**: Bluetooth 5.0 Low Energy dual mode
- **USB Port**: USB 2.0 Type-C Connector
- **Charging Method**: USB Charging
- **Lower Power Mode**: Support power saving
- **User Interface**: OLED Screen, Control Buttons (Power, Config, Feed)

6.1.3 POS Device Accessories

- Two hundred seventy-five (275) Micro Secure Digital (SD) memory cards, each with a minimum 32GB capacity and a speed rating of at least UHS-I

6.1.4 Twenty-one thousand (21,000) rolls of white thermal paper

- Size: Compatible with the Printer

6.1.5 Printer Accessories

- Hands-free accessory (belt clip and/or carrying case)

6.1.6 Three (3) units server

- **Processor**: Up to twenty-eight (28) physical cores, minimum 2 x 12-core processors at 2.2GHz clock speed
- **Memory Capacity**: 16 DIMM slots, up to 4TB
- **Installed random access memory (RAM):** minimum 128GB for each server
- **Expansion Slots**: 4 x PCI-E 3.0 x16 slots; 1 x PCI-E 3.0 x8 slot
- **Storage Controller**: 12Gbps SAS controller 8-port (8 internal) 12GB/s per port
- **RAID Support**: HW RAID 0, 1, 5, 6, 10, 50, 60
- **Storage**: minimum - 1 x 1TB enterprise-grade SSD, 2 x 900GB SAS 15K RPM 2.5" HDD
- **Drive Bays**: 8 x 2.5" SAS3 & 8 x 2.5" SATA3 Hot-swap Drive bays
- **Power Supply**: 1200W Redundant Power Supplies Titanium Level (96%)
- **Cooling System**: 3 x Heavy duty 8cm fans with PWM fan speed
- **Form Factor**: 2U Rackmount
- **LAN Connection**: 2 x RJ45 Gigabit Ethernet LAN ports; 1 x RJ45 Dedicated IPMI LAN port
- **With An Enterprise Operating System installed.**

6.2 SOFTWARE FUNCTIONAL REQUIREMENTS

6.2.1 POS System

- Can handle high volume of transactions involving both legacy (ATM, bank branch, and EDC-POS terminal) network, and next generation wireless and Internet devices.
- Virus and malware-resistant, resource-efficient, stable, flexible, and community-supported operating system
- Support for standard enterprise operating systems
- Support for enterprise RDBMS backend databases
- Quick device configuration
- Capable of switching over from WLAN (wireless local area

network) to cellular data for internet connectivity

- Generate and process sales with reversal (void) on the same order
- Touch screen compatible
- Use integrated hardware and verified devices for receipt printers
- Powerful business intelligence and reporting tools
- Capable of handling offline transactions (payment and receipt issuance) using the store-and-forward function
- Capable of handling discounts for PWD, Student, and Senior Citizen, and other discounts as mandated by law
- Capable of having port-specific fee types
- Capable of regular wireless update
- BIR-prescribed requirements based on the latest applicable revenue issuances including the invoicing and accounting requirements:

    - Accumulated Grand Total Sales

      The Accumulated Grand Total Sales must have at least twelve (12) digits inclusive of the two (2) decimal places. However, the physical limitation of the maximum number of digits must be taken into consideration or the accumulated grand total sales must not be truncated if the Z-Reading/EOD Report shall be printed on a standard tape receipt paper. POS machines must be equipped with a reset counter that advances by one (1) every time the Accumulated Grand Total Sales is fully utilized or exhausted and the same shall be shown on the Z-Reading/EOD Report. Such counter shall be reset to zero (0) upon retirement/cancellation of Permit to Use (PTU) of "Sales Machines/Software".

      In case of resetting, the concerned RDO shall be notified about it to ensure that all the sales data registered in the machine up to the last day it was used are properly recorded. A letter notification must be submitted to the RDO not later than three (3) days after the reset is done with attached printed Z-Reading or EOD Report as of the day of resetting to validate that the reset counter incremented by one (1).

    - Tamper-free

      In order to protect the integrity of the data, the sales data must not be capable of being manipulated. The POS machines/software must not be switchable to "Training Mode", "No Sale Transaction Mode" or any other manipulations that will impair/impede/suspend the recording of sale upon deployment of the same for use in business operations.

      All POS machines that will be exclusively used for training purposes and will generate documents during training must not be considered as invoices/receipts. Hence, the statement "THIS IS NOT A SALES INVOICE/OFFICIAL RECEIPT. PLEASE REQUEST FROM SELLER YOUR

SALES INVOICE/OFFICIAL RECEIPT". must be boldly printed on the tape receipt that will be generated.

- Activity Log or Transaction Log

  The POS machines/software must have the functionality to generate report that shows the record of all actions done (such as extract, push or pull, edit, delete, etc.); who created the transactions (with root/administrator's account, including activities performed in case the software provider/developer access and manipulate the software remotely); the values involved in the activity and date and time of transactions.

- Non-volatile memory

  The POS machines/software must have the capability to retain sales data and other important information when the power is turned off or must be equipped with a recovery or backup system to retain the said data/information for the period prescribed under BIR Revenue Regulations No. 5-2014.

- Sales Readings

  The POS machines/software must be able to generate a report from the sales machines or central server showing the reading of daily sales, sales discounts, sales adjustments, such as refunds, returns, cancelled, void, etc., and accumulated grand total sales recorded therein, such as "X-Reading" and "Z-Reading".

  X-Reading also known as Cashier's Accountability Report/End-of-Shift-Report, which shall be generated from the POS to determine the accountability of the cashier or any authorized personnel at the end of each shift or as may be required by the management depending on the company policy (*Annex D-1, per BIR RMO 24-2023*).

  Z-Reading also known as End-of-Day (EOD) Report, which shall be generated from the POS to determine the total sales for the day and other important details as may be required by the BIR, including the Accumulated Grand Total Sales (previous day and present day), Breakdown of Sales (i.e. VATable Sales, VAT Exempt Sales, Zero-Rated Sales, and VAT Amount) and Modes of Payment (i.e. Cash, Credit Card, Gift checks, etc.). Z-counter Reset Counter, if any, details of adjustments to sales like Void, Return, Refund transactions and many others (*Annex D-2, per BIR RMO 24-2023*).

  It should be noted that the "Z-Reading" must cover all transactions for the whole sales operation or business day. Thus, sales transactions or adjustments reflecting the same sales operation date after the "Z-Reading" was generated must not be allowed, whether the day ends at 11:59 PM or otherwise.

Such readings generated from the POS machines/software must be capable of being reprinted, any time or as may be required for audit, post evaluation and/or Tax Compliance Verification Drive (TCVD) purposes.

- Sequential series of accountable forms/documents

  The invoices/receipts generated from the POS machines/software must have a minimum of six (6)-digit running Serial Number (SN).

  The maximum number of running SN must be taken into consideration and the same must not be truncated when the invoices/receipts are printed. The SN must also be padded with zero (0) or the leading zeroes must be shown.

  Ex. For 103rd invoice/receipt, it should be displayed as "000103" instead of "103" only assuming the maximum number of digits is six (6).

  The POS machine/software may also be equipped with a Reset Counter that advances by one (1) every time the maximum number of digits is fully exhausted or utilized. The said Reset Counter is applied to the SN of the invoices/receipts as prefix/suffix.

  e.g. "00-000001" shall be shown on the face of the invoice/receipt where the first two digits- "00" is the Reset Counter as prefix of the six-digit running SN.

- Reprint Functionality

  POS machines/software with the functionality to reprint principal invoices/receipts shall not distort the stored sales data and must indicate the word "REPRINT" on the face of such invoices/receipts, including the date and time of printing was done.

- Push Functionality

  All sales date or information (as required under e-Invoicing/e-Receipting Project of the BIR) that will be generated from a POS machine/software, if applicable, must be able to send or push to the BIR on a "real-time" or "near-real-time" the EIS e-Invoice Java Script Object Notation (JSON) File Format for POS based on the provisions of the applicable e-Invoicing/e-Receipting revenue issuances.

- Verification or Validation Seal

  Serves as a security feature that will determine the authenticity of the e-Invoices/e-Receipts. Most common verification or validation seals are Quick Response (QR) Codes, Bar Codes, Uniform Resource Locator (URL) and any other form of seal or security features.

- Data Retention

  All relevant sales data or information and other accounting records must be retained for a period in accordance with the existing revenue issuance on preservation of records as prescribed under 235 of the Tax Code and relevant regulation. The said accounting records must be maintained or accessed at the registered place of business or the registered address where the POS machine/software is being used.

- Sales Data Transmission

  For e-receipt, the system must be able to transmit or generate the sales data in JSON File Format with an EIS Unique ID to verify the transmitted sales data.

- Sales per POS machine must be automatically recorded in the central server, where the stored data shall be preserved for a period within which the Commissioner is authorized to make an assessment and collection of taxes.

- Sales Invoices from POS Machines/Software

  The following salient information must be shown as:

  Header of Sales Invoices
  - Registered Name of the Seller as shown in BIR Certificate of Registration
  - Registered business address of the Seller where the Sales Invoice shall be issued
  - The term "Sales Invoice" is prominently printed
  - The phrase "VAT REG TIN" followed by 9-digit Taxpayer Identification Number (TIN) with 5-digit Branch Code of the Seller (e.g. VAT Reg TIN 123-456-789-00000)

  Top Portion of Sales Invoice
  - Machine Identification Number (MIN)
  - Serial number of the POS machine (if branded machine) and the Serial Number of the Hard Disk Drive and/or Software License Number (if cloned machine)
  - **For reprinting of Sales Invoice, the word "REPRINT" should be prominently indicated.**

  Sales Invoice Information
  - Generated Sales Invoice number should comply with the latest BIR Requirements
  - Date of Transaction
  - Customer/Buyer details – Name, Address, TIN
  - Quantity
  - Description of the items/goods or nature of service rendered
  - Unit Cost

- Total Amount of Sale, inclusive of the VAT
- VAT Amount shown as a separate item
- The sales amount shall be broken down to: VATable Sales, VAT Amount, VAT Exempt Sales and Zero-Rated Sales written or printed as applicable (i.e., "VAT Exempt Sale" or "Zero Rated Sale", etc.)
- The following information must be provided if the taxpayer shall transact with a Senior Citizen (SC), Person with Disability (PWD), National Athletes and Coaches (NAAC), Solo Parent, and/or Medal of Valor (MOV) Awardee or his/her dependents:

    - SC ID No. or any other government issued ID showing the name, picture, date of birth and nationality/PWD ID No./Phil. National Sports Team (PNST) ID No./Solo Parent ID No./MOV ID No. or MOV Dependent ID No.

    - Amount of Discount showing detailed breakdown of the 5% or 20% discount and 12% VAT Exemption whichever is applicable.

    - Signature space for the SC/PWD/NAAC/ Solo Parent/MOV Awardee

Bottom portion of the Sales Invoice

- BIR Final Permit to Use (PTU) Number

6.2.2 System Interface with PPA Computerized System

The software system that supports the POS machines must have an API with PPA's relevant software systems such as IPORTS and AFMS. Such an interface should be capable of receiving detailed financial transactions from each POS machine to the larger data servers dedicated to the system that contains the supporting software. Then such software operating within the data servers will then have APIs to PPA's various software systems, with a data transmission schedule agreed upon by PPA and the Supplier.

There will also be an API connecting the supporting software of POS machine operating within the data servers to PPA's own data warehouse for tax charges and exemptions.

The API design and all supporting software for the POS system must abide with the existing government policies with regards to cybersecurity, in particular from DICT, the NPC, and PPA.

Furthermore, business continuity plans must be incorporated in the overall design in all POS software (from each POS machine and all software residing on the POS data servers), in preparation of Internet connectivity issues. Each POS machine should have the capability of working standalone, switching from online to offline modes seamlessly without disrupting the continuity of transaction records (i.e.: a self-sustaining device). Transaction records will then resume transmitting from the affected POS machine to the data servers located at the Head Office once favorable connection conditions are restored.

6.2.3 Accounting Requirements and Backend Reports

The POS Software must be capable of interfacing and transferring data with AFMS maintaining a subsidiary sales journal. It must also be capable of generating a report summarizing all sales transactions showing separately the VATable Sales, VAT Exempt Sales, and Zero-Rated Sales, such as BIR Sales Summary Report (Annex E-1) and other system-generated backend reports, such as but not limited to the Senior Citizen Sales Book/Report (Annex E-2), Persons with Disability Sales Book/Report (Annex E-3), National Athletes and Coaches Sales Book/Report (Annex E-4), Solo Parent Sales Book/Report (Annex E-5) and Void Report (*Annex E1 to E5, per BIR RMO 24-2023*).

6.2.4 Systems Registration due to Reconfiguration

The POS system will result to reconfiguration of existing systems and will have direct effect on the financial aspect of the previously registered PPA Computerized Accounting System. As such, the supplier shall ensure the immediate submission of BIR requirements pertaining to the reconfigured systems to expedite the issuance of Acknowledgment Certificate, prior to the implementation of POS.

VII. OTHER REQUIREMENTS

7.1 All fees applicable (with chart of accounts in the general ledger) to all PMOs and TMOs will be stored on the server. Only PMO- and TMO-specific and regional-specific fees will be uploaded from the server to the specific POS terminal where applicable.

7.2 The POS terminal should be able to handle at least two hundred (200) fee types. (NOTE: PPA has a maximum of only 10 fee types).

7.3 The system must have an adjustable font size subject to approval during the determination of final specifications.

7.4 The vendor will enroll PPA as a merchant in GCash and Maya, including enrollment to a payment gateway in order to handle real-time digital payments, in accordance to government regulations.

7.5 Individual POS terminals will generate end-of-day (EOD) Z-Reports (total electronic and cash sales, total electronic sales (filterable by Gcash and Maya), and total cash sales) for internal use of PPA and for the BIR.

7.6 The customized system should be ready to accept debit, credit, reloadable prepaid, and ATM cards for future upgrades subject to commercial review.

7.7 The supporting software system must have a system management and maintenance module, a dashboard for quick glance of statistics (i.e., usage, transactions), and network monitoring management functionality.

VIII. TRAINING

The supplier shall train designated PPA-identified Users (technical and end-users) on concepts/usage/administration/maintenance/ monitoring of the systems solutions.

The Training Deliverables are as follows:

i. Training Materials and User Manual
ii. Training for identified Users shall be conducted within the period specified based on schedule.
iii. Onsite training will be conducted at the Head Office and in all 25 PMOs.

IX. DELIVERY SCHEDULE

The project shall commence seven (7) days after the receipt of Notice to Proceed (NTP) and must be completed within nine (9) months.

Delivery of the handheld POS machine and all its components shall be within thirty (30) days upon issuance of the BIR Certificate of Accreditation and Registration and shall not exceed six (6) months from the issuance of Notice to Proceed (NTP). All goods shall be delivered at the PPA Head Office Building, Bonifacio Drive, South Harbor Port Area, Manila subject to required inspection and tests.

X. PAYMENT SCHEDULE/ MILESTONES

Payment which shall be made in Philippine Currency, shall be per services delivered according to the following schedule, starting from the date of issuance of NTP:

Milestone	Activity	Percentage
Milestone #1	1. Submission of the Inception Report	50% of the contract price
	2. Functional Specification (FS) Submission	
	3. BIR Accreditation and Registration of the initial ten (10) handheld POS machines and its accompanying software, ten (10) printers, and three (3) servers and its supporting software	
	4. Supply and Delivery of BIR-accredited and registered ten (10) POS machines and software, ten (10) accompanying printers, three (3) servers and its supporting software, initial supply of 8,000 rolls of thermal paper, as well as other equipment and accessories	
Milestone #2	5. BIR Accreditation and Registration of the remaining 265 handheld POS machines and its accompanying software, and 265 printers	25% of the contract price
	6. Supply and delivery of the remaining 265 POS machines and software, the 265 accompanying printers, as well as the remaining equipment and supplies.	
	7. User Acceptance Testing (UAT)	

Milestone	Activity	Percentage
Milestone #3	8. Deployment of Hardware and Software	25% of the contract price
	9. Roll-out and User Training	
	10. Final Acceptance	

XI. APPROVED BUDGET

PPA intends to apply the sum of PHP 180,000,000.00 (One Hundred Eighty Million Pesos), inclusive of 12% VAT being the Approved Budget for the Contract (ABC) for the PROCUREMENT FOR THE SUPPLY, DELIVERY, CONFIGURATION, INSTALLATION, AND IMPLEMENTATION OF A DIGITALLY SECURE PAYMENT ANALYTICS AND INVOICING SYSTEM INTERFACED TO PPA COMPUTERIZED SYSTEMS.

XII. WARRANTY

12.1 The project shall be covered by the warranty on all hardware, software, components, and services for a period of three (3) years after project acceptance by the Procuring Entity.

12.2 The supplier/contractor shall repair products that are under warranty within fifteen (15) working days.

12.3 The supplier/contractor shall provide a certificate of availability of spare parts to ensure immediate replacement of defective parts within the warranty period. The Supplier shall replace the spare parts within fifteen (15) working days from the purchase of the subject units.

XIII. INSPECTION AND TESTS

The Philippine Ports Authority shall have the right to inspect and/or test the goods to confirm conformity with the Contract. PPA shall be given a five (5) working day notice prior to tests.

XIV. MAINTENANCE/TECHNICAL SUPPORT

14.1 POS Hardware and Software Maintenance Support

14.1.1 The Supplier will provide highly technical personnel to service all the equipment including its components/peripherals and associated software whenever hardware breakdown and/or any related problem should occur.

14.1.2 On-call support will be available 24 hours a day, 7 days a week (24/7). A one (1) hour response from the time of the call (through telephone call) will be provided.

14.1.3 Upon receipt of notice from PPA through the Support Centre Hotline of an error, defect, malfunction or nonconformity in the Covered Hardware, the Supplier will respond as provided below:

- Severity 1: Produces an emergency situation in which the Covered Hardware is inoperable, produces incorrect results, or fails catastrophically.

- Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Hardware degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Hardware is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.
- Severity 3: Produces an inconvenient situation in which the Covered Hardware is usable but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.
- Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change and update of firmware or by a future, regular release from the Supplier.

14.1.4 All updates and enhancements provided to PPA by the Supplier pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

a. Bug fixes.
b. Performance enhancements to Covered Hardware.
c. Updates do not include:
   - Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
   - New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

14.1.5 Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be made by a single communication to a single PPA-designated distribution point. Duplication, distribution, and installation of updates is the responsibility of PPA. If requested, the Supplier will provide on-site assistance in the installation of updates on a time and materials basis, plus expenses.

14.1.6 The Supplier assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with current or future releases of the Covered Hardware if the PPA has made changes to the system hardware/software configuration or modifications to any supplied binaries which changes effect the performance of the Covered Hardware and were made without prior notification and written approval by the Supplier. The Supplier assumes no responsibility for the operation or performance of any PPA-written or third-party application.

14.1.7 Services Not Included: Maintenance Services do not include any of the following: (1) custom programming services; (2) support of

any software that is not Covered Software; (3) training of not Covered Software; (4) out-of-pocket and reasonable expenses, including hardware and related supplies.

XV. OWNERSHIP AND CONFIDENTIALITY OF DATA

15.1 All data/information related to the development of the information system that may be shared by the Philippine Ports Authority in the course of evaluating the various modules, function and features for this project, shall remain confidential and shall not be copied, divulged, transmitted or shared in any way to third parties.

15.2 All required software/technology licenses purchased for this project shall be named under the Philippine Ports Authority.

15.3 All pertinent records and related information entered into and recorded by the application and its component equipment shall be owned by the Philippine Ports Authority.

15.4 The Supplier/Contractor shall ensure that such information shall be treated with confidentiality through a non-disclosure agreement.

15.5 The contractor shall abide by the provision stipulated in the Data Privacy Act.

EMERINA R. BILLONES
Manager, Treasury Department

WILFRED THOMAS B. GORRE
Acting Manager, Information & Communication Technology Department

Philippine Ports Authority **Annex A**

Summary List of Distribution of POS Handheld Machines

PPA-PMO	Location	Qty	Total
1. PMO NCR SOUTH	PPD	3	6
TMO PASIG	GATE 1	1	
	SCO	2	
TMO MICT		-	
2. PMO NCR NORTH	BASEPORT	1	4
	OPERATION CENTER 1	2	
TMO VITAS	TMO BLDG	1	
3. PMO NORTHERN LUZON	BASEPORT-CURRIMAO	2	5
TMO CAGAYAN / ILOCOS / ISABELA	TMO BLDG	1	
TMO PANGASINAN	TMO BLDG	1	
TMO BATANES	TMO BLDG	1	
TMO ZAMBALES		-	
4. PMO BATAAN/AURORA	BASEPORT	1	2
TMO CAPINPIN	TMO BLDG	1	
TMO DINGALAN		-	
TMO CASIGURAN		-	
5. PMO BATANGAS	BASEPORT	2	12
	PORT OF CALATAGAN		
	MAIN GATE	1	
	PTB	1	
	PORT OF NASUGBU		
	MAIN GATE	1	
	PTB	1	
TMO BAUAN	TMO BLDG	1	
	MAIN GATE	1	
TMO ROMBLON	TMO BLDG	2	
TMO TABLAS	TMO BLDG	1	
	MAIN GATE	1	
6. PMO MARINDUQUE/QUEZON	WINDOW GATE 2 BOOTH	1	9
	WINDOW GATE 4 BOOTH	1	
	AMBULANT/ROVING CASHIER	1	
TMO BALANACAN	TMO GATE	1	
	PTB BOOTH	1	
	PCG GATE	1	
TMO STA. CRUZ	CASHIER BOOTH	1	
PORT OF CAWIT	CASHIER BOOTH	1	
PORT OF SAN ANDRES	CASHIER BOOTH	1	

Philippine Ports Authority **Annex A**

Summary List of Distribution of POS Handheld Machines

PPA-PMO	Location	Qty	Total
7. PMO BICOL	BASEPORT	1	8
TMO TABACO	CASHIER BOOTH	1	
TMO CATADUANES/VIRAC	CASHIER BOOTH	1	
PORT OF SAN ANDRES, TMO CATANDUANES	CASHIER BOOTH	1	
TMO MATNOG	CASHIER BOOTH	1	
TMO BULAN	CASHIER BOOTH	1	
TMO PIODURAN	CASHIER BOOTH	1	
TMO CAMARINES	CASHIER BOOTH	1	
SAN JOSE PANGANIBAN PORT-TMO CAMARINES		-	
8. PMO MASBATE	BASEPORT	3	9
	PORT OF AROROY	1	
	PORT OF CATAINGAN	1	
	PORT OF CAWAYAN	1	
	PORT OF ESPERANZA	1	
	PORT OF MANDAON	-	
TMO BURIAS	PORT OF SAN PASCUAL	1	
	PORT OF CLAVERIA	1	
TMO TICAO		-	
9. PMO MINDORO	BASEPORT	1	8
TMO ROXAS		1	
PORT OF BULALACAO		1	
TMO ABRA DE ILOG		1	
TMO SAN JOSE		1	
TMO LUBANG		1	
PORT OF PTO GALERA		2	
10. PMO PALAWAN	BASEPORT TERMINAL	2	13
	ENTRANCE GATE BOOTH	1	
TMO CORON		3	
TMO CULION	TMO CASHIER	1	
	STU	1	
TMO CUYO	TMO CASHIER	1	
	ENTRANCE GATE BOOTH	1	
	STU	1	
TMO BROOKE'S POINT		1	
TMO EL NIDO		1	
11. PMO PANAY/GUIMARAS	ICPC	1	15
	FORT SAN PEDRO	2	
	ILOILO FAST CRAFT TERMINAL	2	
TMO CAPIZ		1	
TMO AKLAN		1	
TMO ANTIQUE	SAN JOSE DE BUENAVISTA	1	
	LIPATA	1	

Philippine Ports Authority **Annex A**

Summary List of Distribution of POS Handheld Machines

PPA-PMO	Location	Qty	Total
TMO ILOILO	PORT OF DUMANGAS	2	
	PORT OF ESTANCIA	1	
TMO GUIMARAS	PORT OF JORDAN	1	
	PORT OF SIBUNAG	1	
	STU-BUENAVISTA	1	
12. PMO BOHOL		4	**26**
TMO LOON		2	
TMO TUBIGON		3	
TMO GETAFE		3	
TMO TALIBON		4	
TMO UBAY (6)		6	
TMO JAGNA		4	
13. PMO EASTERN LEYTE/SAMAR		2	**22**
TMO LILOAN		2	
PORT OF SAN RICARDO		2	
PORT OF SAN JUAN		2	
TMO CATBALOGAN		2	
TMO CALBAYOG		2	
PORT OF MANGUINO-O		2	
TMO SAN ISIDRO		2	
PORT OF SANJOSE		2	
TMO GUIUAN		2	
TMO BORONGAN		2	
14. PMO NEGROS ORIENTAL/SIQUIJOR		2	**14**
TMO LARENA		8	
TMO TANDAYAG		2	
TMO GUIHULNGAN		2	
15. PMO NBBB		1	**10**
TMO SAN CARLOS		2	
TMO BANAGO		2	
TMO BREDCO		2	
TMO HINOBAAN		1	
TMO DANAO		1	
TMO PULUPANDAN		1	
16. PMO WESTERN LEYTE/BILIRAN		4	**27**
TMO BAYBAY		4	
TMO HILONGOS		4	
TMO MAASIN/GUADALUPE/LIMASAWA		4	
TMO ISABEL		1	
TMO PALOMPON/SAN ISIDRO		4	
TMO NAVAL/MARIPIPI		4	

Philippine Ports Authority **Annex A**

Summary List of Distribution of POS Handheld Machines

PPA-PMO	Location	Qty	Total
TMO HILONGOS		1	
TMO PADRE BURGOS		1	
17. PMO DAVAO		-	3
TMO BABAK		2	
TMO MATI		1	
TMO MALALAG		-	
TMO MACO		-	
18. PMO ZAMBOANGA		4	9
TMO ZAMBOANGA DEL SUR		2	
TMO ZAMBOANGA SIBUGAY		1	
TMO ISABELA		2	
19. PMO SOCSARGEN	PORT OF GENERAL SANTOS	1	5
TMO SARANGANI	PORT OF GLAN	1	
	PORT OF MABILA	1	
TMO SULTAN KUDARAT	PORT OF KALAMANSIG	1	
	PORT OF SAN ROQUE	1	
20. PMO ZAMBOANGA DEL NORTE	ENTRANCE	3	14
	PARKING	2	
	PASSENGER TERMINAL BLDG	3	
	EXIT GATE	2	
TMO SINDANGAN		1	
TMO LILOY		1	
PORT OF TAGUILON		2	
21. PMO MISAMIS ORIENTAL/CAGAYAN DE ORO		4	9
TMO BALINGOAN		1	
TMO CAMIGUIN		3	
TMO OPOL		1	
22. PMO AGUSAN	PICO	2	6
	TICKETBOOTH	1	
TMO BUTUAN	PICO	1	
	BUTUAN FERRY TERMINAL	1	
TMO MASAO		1	
23. PMO LANAO DEL NORTE/ILIGAN		4	6
TMO TUBOD		2	

Philippine Ports Authority **Annex A**

Summary List of Distribution of POS Handheld Machines

PPA-PMO	Location	Qty	Total
24. PMO SURIGAO		3	15
TMO LIPATA		2	
TMO SIARGAO		4	
TMO DINAGAT		2	
TMO TANDAG		4	
25. PMO MISAMIS OCCIDENTAL/OZAMIZ		1	5
TMO JIMENEZ		1	
TMO PLARIDEL		2	
TMO CALUYA		1	
26.HEAD OFFICE	Standby Units		13
	TOTAL UNITS		**275**

ANNEX "D-1"

Sample Cashier's Accountability Reading

TESSA'S RESTAURANT
Operated by: CBR Foods, Inc.
2nd Floor MTWL Bldg. Quen's Ave.,
Brgy. Poblacion Sur, Paniqui, Tarlac
VAT REG TIN: 321-654-987-00000
MIN: 0987654321
S/N: 1234567890-01

X-READING REPORT

Report Date:	March 15, 2021
Report Time:	11:30 AM
Start Date & Time:	03/15/21 9:00 AM
End Date & Time:	03/15/21 11:29 AM
Cashier:	Gina Ramos
Beg. OR #:	00000000000001
End. OR #:	00000000000007
Opening Fund:	0.00
PAYMENTS RECEIVED	
CASH	718.40
CHEQUE	30.00
CREDIT CARD	50.00
Total Payments:	798.40
VOID	0.00
REFUND	0.00
WITHDRAWAL	0.00
TRANSACTION SUMMARY	
Cash In Drawer:	720.00
CHEQUE	30.00
CREDIT CARD	50.00
Opening Fund:	0.00
Less Withdrawal:	0.00
Payments Received:	798.40
SHORT/OVER:	1.60+

Note: This is just a sample format. It may be changed by the taxpayer provided that all the required information are indicated in the taxpayer's format.

ANNEX "D-2"

Sample End-of-Day (EOD) Reading

NICOLE'S SUPERMARKET
Operated by: Facunla Enterprise Inc.
Ground Floor Jade Bldg., Jennalyn Ave.,
Brgy. Abogado, Paniqui, Tarlac
VAT REG TIN: 123-456-789-00000
MIN: 1234567890
S/N: 0987654321-11

Z-READING REPORT

Report Date:	March 15, 2021
Report Time:	11:30 AM
Start Date & Time:	03/15/21 9:00 AM
End Date & Time:	03/15/21 11:29 AM
Beg. SI #:	00000000000001
End. SI #:	00000000000006
Beg. VOID #:	00000000000001
End. VOID #:	00000000000001
Beg. RETURN #:	00000000000000
End. RETURN #:	00000000000000
Reset Counter No.	0
Z Counter No. :	1
Present Accumulated Sales:	1,206.00
Previous Accumulated Sales:	0.00
Sales for the Day:	1,206.00

BREAKDOWN OF SALES

VATABLE SALES :	533.74
VAT AMOUNT:	64.06
VAT EXEMPT SALES:	359.43
ZERO RATED SALES:	0.00
Gross Amount:	1,206.00
Less Discount:	51.83
Less Return:	0.00
Less Void:	214.00
Less VAT Adjustment:	6.02
Net Amount:	1,148.14

DISCOUNT SUMMARY

SC Disc. :	467.35
PWD Disc. :	0.00
NAAC Disc. :	0.00
Solo Parent Disc. :	0.00
Other Disc. :	0.00

SALES ADJUSTMENT

VOID :	214.00
RETURN :	0.00

VAT ADJUSTMENT

SC TRANS. :	0.38
PWD TRANS :	2.96
REG.Disc. TRANS :	2.68
ZERO-RATED TRANS.:	0.00
VAT on Return:	0.00
Other VAT Adjustments	0.00

TRANSACTION SUMMARY

Cash In Drawer:	635.00
CHEQUE	100.00
CREDIT CARD	100.00
GIFT CERTIFICATE	100.00
Opening Fund:	0.00
Less Withdrawal:	0.00
Payments Received:	934.14
SHORT/OVER:	0.86+

Note: This is just a sample format. It may be changed by the taxpayer provided that all the required information are indicated in the taxpayer's format.

<Name of Taxpayer>
<Address of Taxpayer>
<TIN>

ANNEX "E-1"

<Software Name and Version No. plus Release no./Release Date>
<Serial No.>
<Machine Identification Number>
<POS Terminal No.>
<Date and Time Generated>
<User ID>

BIR SALES SUMMARY REPORT

Date	Beginning SI/OR No.	Ending SI/OR No.	[redacted]	VATable Sales	VAT Amount	VAT-Exempt Sales	Zero-Rated Sales	Deductions								Adjustment on VAT						VAT Payable	Net Sales	Sales Overrun /Overflow	Total Income	Reset Counter	Z-Counter	Remarks
								Discount								Discount												
								SC	PWD	NAAC	Solo Parent	Others	Returns	Voids	Total Deductions	SC	PWD	Others	VAT on Returns	Others	Total VAT Adjustment							

<Name of Taxpayer>
<Address of Taxpayer>
<TIN>

ANNEX "E-2"

<Software Name and Version No. plus Release No./Release Date>
<Serial No.>
<Machine Identification Number>
<POS Terminal No.>
<Date and Time Generated>
<UserID>

Senior Citizen Sales Book/Report

Date	Name of Senior Citizen (SC)	OSCA ID No./ SC ID No.	SC TIN	SI/OR Number	Sales (inclusive of VAT)	VAT Amount	VAT Exempt Sales	Discount		Net Sales
								5%	20%	

<Name of Taxpayer>
<Address of Taxpayer>
<TIN>

ANNEX "E-3"

<Software Name and Version No. plus Release No./Release Date>
<Serial No.>
<Machine Identification Number>
<POS Terminal No.>
<Date and Time Generated>
<UserID>

Persons with Disability Sales Book/Report

Date	[redacted]	PWD ID No.	PWD TIN	SI / OR Number	Sales (inclusive of VAT)	VAT Amount	VAT Exempt Sales	Discount		Net Sales
								5%	20%	

<Name of Taxpayer>
<Address of Taxpayer>
<TIN>

ANNEX "E-4"

<Software Name and Version No. plus Release No./Release Date>
<Serial No.>
<Machine Identification Number>
<POS Terminal No.>
<Date and Time Generated>
<UserID>

National Athletes and Coaches Sales Book/Report

Date	Name of National Athlete/Coach	PNSTM ID No.	SI / OR Number	Gross Sales/Receipts	Sales Discount	Net Sales

<Name of Taxpayer>
<Address of Taxpayer>
<TIN>

ANNEX "E-5"

<Software Name and Version No. plus Release No./Release Date>
<Serial No.>
<Machine Identification Number>
<POS Terminal No.>
<Date and Time Generated>
<UserID>

Solo Parent Sales Book/Report									
Date	Name of Solo Parent	SPIC No.	Name of child	Birth Date of child	Age of child	SI / OR Number		Discount	Net Sales

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
Or

Original copy of Notarized Bid Securing Declaration; **and**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; 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 Bidder.

Financial Documents

☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or

duly notarized statements from all the potential joint venture partners stating the following:

a. that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful; and

b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.

Other documentary requirements under RA No. 9184 (as applicable)

☐ (i) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____
Legal capacity: _____

Signature: _____
Duly authorized to sign the Bid for and behalf of: _____
Date: _____

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No._____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION
Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

    i. Philippine Bidding Documents (PBDs);
        i. Schedule of Requirements;
        ii. Technical Specifications;
        iii. General and Special Conditions of Contract; and
        iv. Supplemental or Bid Bulletins, if any

    ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

        Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

    iii. Performance Security;

    iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

    v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such

as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]	[Insert Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:
[Insert Procuring Entity]	[Insert Name of Supplier]

Acknowledgment
[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)
[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

    b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

NET FINANCIAL CONTRACTING CAPACITY (NFFC) COMPUTATION

A. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

NFCC = Php _____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

_____
Name of Supplier/Distributor/Manufacturer

_____
Signature of Authorized Representative

STATEMENT OF THE BIDDER'S ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

This is to certify that _____ has the following ongoing government and private contracts, including contracts awarded but not yet started:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS/SERVICES DELIVERED	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	DATE OF DELIVERY

*PROOF OF CONTRACT TO BE PRESENTED AT POST-QUALIFICATION.

_____ _____

Name and Signature of Authorized Representative Date

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ has completed the following:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS	AMOUNT OF COMPLETED CONTRACT/S	DATE OF DELIVERY	END USER'S ACCEPTANCE OR OFFICIAL RECEIPT(S) OR SALES INVOICE ISSUED FOR THE CONTRACT*

*TO BE ATTACHED TO THE STATEMENT

_____ _____

Name and Signature of Authorized Representative Date