PHILIPPINE NATIONAL OIL COMPANY
PNOC Building VI, Energy Center
Rizal Drive, BGC, Taguig City
Tel. No.: (02) 8789 – 7662
www.pnoc.com.ph

PNOC
The Energy Company

INVITATION TO BID FOR NEGOTIATED PROCUREMENT
TWO FAILED BIDDINGS

Procurement of Computerized Accounting System (CAS)
Reference No. 2024-11-188

1. In view of the of the two (2) failed biddings, the Philippine National Oil Company (PNOC) invites suppliers to participate in the negotiation for the **Procurement of Computerized Accounting System (CAS)**;

2. The PNOC intends to apply the sum of **Four Million Seventy Thousand Pesos (PhP 4,070,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the aforesaid provision with the Terms of Reference hereof;

3. The PNOC now invites interested contractors to submit and negotiate initial offer for the abovementioned project on *November 19, 2024 (12:30 PM)* at the *PNOC Bldg. 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City or via videoconference;*

4. Negotiation 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 R.A. 5183.

5. Following completion of the negotiations, the best and final offer based on the technical and financial requirements, including the pre-requisite documentary requirements enumerated in the checklist of requirements hereof must be duly received by the BAC Secretariat at the address below on or before the deadline of submission, *November 28, 2024 (10:00 AM)*. Late submissions shall not be accepted.

6. Bid opening shall be *November 28, 2024 (10:30 AM)* at given address below and/or via *Zoom.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

7. The PNOC reserves the right to accept or reject any proposal, to annul the negotiation process, and to reject all proposals at any time prior to contract award in accordance

7. The PNOC reserves the right to accept or reject any proposal, to annul the negotiation process, and to reject all proposals at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected negotiation participant or participants.

8. You may refer to the BAC Secretariat at the contact details below for further information or clarification.

The Secretariat
Bids and Awards Committee
Philippine National Oil Company
G/F PNOC Bldg. 6, Energy Center, Rizal Drive,
Bonifacio Global City, Taguig City
Tel. Nos.: 8789 – 7605
Fax Nos.: 8812 – 6041 / 8840 – 1440
Email: **ergenoso@pnoc.com.ph**
Website: **www.pnoc.com.ph** / **www.philgeps.gov.ph**

9. For downloading of Bidding Documents:
    www.philgeps.com.phand http://www.pnoc.com.ph/bids.php

ATTY. JOSEPHINE CASSANDRA J. CUI
BAC Chairperson

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT	

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.
☐	(g) After Sales Service/Warranty Software and Technical Support for two (2) years from turn-over and final acceptance of the installed solution by the end-users including assistance to BIR accreditation
☐	(h) Annual Income Tax Return for the preceding year
☐	(i) Vat Returns for the last six (6) months
Financial Documents	
☐	(j) 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.

II. FINANCIAL COMPONENT	
☐	(a) Original of duly signed and accomplished Financial Bid Form; **and**
☐	(b) Original of duly signed and accomplished Price Schedule(s).

GENERAL CONDITIONS OF THE 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, 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.

SPECIAL CONDITIONS OF THE 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: The delivery terms applicable to the Contract are delivered to the Project Site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. " The delivery terms applicable to this Contract are delivered to: Philippine National Oil Company PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City 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 is: **Mr. Aoron R. Viuya** Manager – Accounting Department
	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; and

	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. 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 the Goods for a period of *one (1) year.*
	
	Spare parts or components shall be supplied as promptly as possible, but in any case, within *one (1) month* of placing the order.

	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	**Terms of Payment**

Milestone	Deliverables	Payment (%)
Completion of Installation, Implementation and Migration	Software license, product keys, user's credentials, software manuals, certificate of progress completion from end-user	70%
Completion of Training/s	Instruction and navigation materials, certificate of progress completion from end-user	20%
Final Acceptance	Warranty certificate, certificate of final acceptance from end-user	10%

Payment will be made through Regular Check only; post-dated check is not allowed.

Retention: 10 % for every progress payment

4	No further instruction

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.

Lot	Description	Qty	Delivery Period
1	Procurement of Computerized Accounting System (CAS)	1 lot	Within One Hundred Eighty (180) calendar days upon receipt of Notice to Proceed (NTP)

Name of Company: _____

Authorized Representative: _____

(Name and Signature)

TECHNICAL SPECIFICATIONS

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.

Lot	Description	Statement of Compliance
1	**Procurement of Computerized Accounting System** (*Please see below Terms of Reference*)	

Name of Company: _____

Authorized Representative: _____
                                     (Name & Signature)

TERMS OF REFERENCE
FOR
COMPUTERIZED
ACCOUNTING SYSTEM

1. **Purpose: Computerized Accounting System (CAS) for Philippine National Oil Company**

2. **Project Deliverables**
   The major deliverables for the Accounting Software should include:
   2.1. Installation and configuration for at least 25 Users
   2.2. System Implementation
   2.3. Facilitate knowledge transfer to the designated users so they shall be better equipped to:
      2.3.1. Work Flow Diagram connecting all modules;
      2.3.2. Provide application support;
      2.3.3. Conduct user acceptance testing (UAT);
      2.3.4. Provide functional training for the employees to be assigned as users and technical training for select employees;
      2.3.5. Provide documentations such as Business Requirement Mapping, Complete System Architecture, System Configuration documents, Data Mapping, Users and Administrator/Technical Manuals;
      2.3.6. Other relevant functionalities and documentations.
   2.4. Provision of CAS solution either running in client server or cloud-based platform including hosting services with security and data protection features for two years. All hardware and software provisions (hosting, servers, services, security solutions, etc.) shall be for the account of the vendor for the whole duration of the contract.

      As part of the final acceptance, the supplier shall provide, for documentation purposes, the specifications for hosting services either on premise or in cloud. Three months before the end of the contract, the vendor shall assist PNOC in the preparation and actual activities related to the migration of the system (i.e. from the vendor's facility to PNOC facility).

   2.5. Assistance in acquiring BIR permit
   2.6. After Sales Service/Warranty Software and Technical Support for at least two (2) years from turn-over and final acceptance of the installed solution by the end-users including assistance to BIR accreditation.

      A full description of the coverage of the After-Sales Service/Warranty Software and Technical Support shall be provided by the winning Solution Provider within one (1) month after the final acceptance.

      The coverage should be but not limited to the following:
      ●Technical Support
         a) for resolving issues, bugs, and errors in the software during the warranty period.
         b) include assistance with installation, configuration, and usage of the software.

> c) offer support through various channels such as phone, email, and online support portal.
- Maintenance and Updates
> a) maintenance services, including the release of updates, patches, and bug fixes.
> b) Updates shall include improvements to performance, security patches, and minor feature enhancements.
- Service Levels Agreement (SLA)
- Performance Monitoring and Reporting
- Quality Assurance
> a) thorough testing of all updates and patches before release to ensure they do not introduce new issues
> b) testing shall include unit testing, integration testing, and user acceptance testing (UAT).
- Backup and Recovery Procedures with simulation after three months of operation or any number of months based on PNOC preference
- Software License Agreement

2.7. Provide perpetual licenses for unlimited use of identified users of PNOC.

2.8. Customized CAS Software is for the exclusive use of PNOC.

3. Geographical and Organizational Scope:

The scope of this project is limited to the implementation of accounting software at:
- PNOC Head Office, Bldg. 6, Energy Center, BGC, Taguig City
- Offsite Offices:
  > Energy Supply Base (Mabini, Batangas)

Park Management Department (Mariveles, Bataan)

4. Customization and Developments

The Solution Provider will fully customize and develop the accounting software to meet the requirements of Philippine National Oil Company, such as but not limited to the following:

4.1. Migration of data from the existing Accounting System (AFIS) to the new System using the ending balance as of the December 31, 2023 and the data starting from January 1, 2024 until the "day-forward" transactions; or, the year-end balances of the year before the implementation date as well as the transactional data from the start of the year to the month before the implementation date.

4.2. Cloud-ready with the corresponding technology implementation should be included in the proposed solution, i.e., app hosting with security (login & database), configuration, etc.

4.3. Integration of various enterprise resource system (i.e. asset, procurement, human resource etc.)

Reports and Analysis.

5. Functional Scope

Finance and Purchasing modules are considered the basic modules of the software.

Details of each module are provided below:

A. PURCHASING MODULE:

1. Procurement Division Officer encodes details of the Work Order/Local Purchase Requisition.
2. Procurement Division Officer encodes the assigned Purchase Order (PO) number or Contract Number (CN).
3. AP Accountant calls PO number or Contract Number to process the payment.

Functions:

a. Auto assign Purchase Order (PO) or Contract Number (CN). The following fields are mandatory:
   1. Date
   2. Reference (PO/CN)
   3. Local Purchase Requisition (LPR) / Work Order Requisition (WOR)
   4. Payee/Supplier Entry. The following fields are mandatory:
       4.1 Name
       4.2 Address
       4.3 Tax Identification Number
       4.4 Business Style
       4.5 Telephone Number
   5. Brief Description /Explanation
   6. Particulars (Drop down option based on COA Revised Chart of Accounts)
   7. Cost Center (Drop down option)
   8. Account Code (Drop down option)
   9. Amount
       9.1 Type of Purchase (Vatable, Non-Vatable, Zero-rated, VAT-Exempt)
   10. Mode of Payment
   11. Status of PO
       11.1   Date of receipt of PO or Notice of Award
       11.2   Date of receipt of Notice to Proceed, if any
       11.3   Date of Completion or Delivery (Manual input of Accounting)
       11.4   Date of Cancellation of PO – To prompt Accounting once tagged as cancelled
   12. Lead Time
   13. Due date of Payment (Auto compute from lead time)
b. Check Status of PO – Must include DV#, Check #, Date of release of check
c. Assign date of receipt of goods/services received
d. Purchase Order History Inquiry - can be called using PO# and Payee Name and provision for printing of report

Reports/Schedules Generated:
1. Summary of PO
2. Summary of Payee with issued PO
3. Summary of Cancelled PO

Forms / Customized Forms:
1. Purchase Order
2. Change Order Form
3. Inspection and Acceptance Report (IAR)

4. Property Acknowledgement Receipt (PAR) / Memorandum Receipt (MR) / Inventory Custodian Slip

B. ACCOUNTS PAYABLE (AP) MODULE:
Functions:
ACCOUNTING:
  a. Provision for Petty Cash Replenishment Voucher entries:
  a.1 Encoding of Daily Expense Summary (DES) to include the following mandatory fields:
      a.1.1 Auto assign DES Number
      a.1.2 Manual encoding of Details:
          1. Date
          2. Name
          3. Particulars
          4. Type of transaction (DES/CA)
          5. Amount
      a.1.3 Callable DES Number for assignment of PCRV Number (To be locked by Treasury Department (TD) once PCRV is completed)
  b. PO or CN and PCRV number encoded by Procurement Management Division (PCM) and locked by TD is callable by AP for Processing of Invoice/Payment.
  c. Disbursement Voucher (DV) Entry – Auto assign DV # with the following mandatory fields:
      1. Date
      2. Supplier Invoice/Billing
      3. Supplier Entry. The following fields are mandatory:
          3.1 Name (Provided by Procurement once PO number is called)
          3.2 Address (Provided by Procurement once PO number is called)
          3.3 Tax Identification Number (Provided by Procurement once PO number is called)
          3.4 Business Style (Provided by Procurement once PO number is called)
          3.5 Telephone Number (Provided by Procurement once PO number is called)
          3.6 Alphanumeric Tax Code (Drop-down option)
          3.7 Withholding Tax Rate (Drop-down option)
          3.8 VAT Amount (Drop-down option -VATABLE, NON-VATABLE, VAT EXEMPT)
      4. Brief Description /Explanation
      5. Amount
          5.1 Type of Purchase (Vatable, Non-Vatable, Zero-rated, VAT-Exempt)
          5.2 VAT Amount
      6. Value Added Tax (Auto-compute)
      7. Withholding Tax (Drop-down options)
      8. Account Code and Title (Drop down option)
          8.1 Provision for another drop down option (Obligated and Passed on expenses)
  d. Accounts Payable History Inquiry – can be called using DV Number, Purchase Order Number, Supplier Number, Payee Name
  e. Cancellation of DV– Auto reversal of entries if books are still open
  f. Auto-generation of BIR Forms 2307

TREASURY:
  a. DV Number auto-generated by the system is callable by the Treasury Department

b. Cancellation of Checks – Auto reversal of entries if books are still open
c. Check Generation (template can be modified)
d. Modes of Payment – CASH, CHECK, DEBIT ACCOUNT

Reports/Schedules Generated:
1. Invoice Journal (Monthly)
2. AP Ledger
3. Supplier Report
4. Withholding Tax Report
5. Summary List of Sales and Purchases for VAT Remittances (In DAT, Excel and PDF file)
6. Summary List of Regular Suppliers (SRS)
7. Alphalist of Withholding Taxes (In DAT, Excel and PDF file)
8. Aging of Accounts Payable
9. Schedules of all Accounts Payable
10. Check Register Report (Daily and Monthly)
11. Data Files:
    11.1 Relief Sales Data File
    11.2 Relied Purchases Data File
    11.3 QAP Date File
    11.4 Annual Withholding Tax Data File
    11.5 SAWT Data File
12. Check Voucher History Inquiry – can be called using Check Number, DV Number, Purchase Order Number, Supplier Number, Payee Name
13. Summary of Cancelled DV
14. BIR Format and Auto-computation/generation of BIR Forms 1601F, 1600, 0619E, 1601EQ, 1604-E, 2550Q,1702Q, 1702 (data from GL)

Forms / Customized Forms:
1. BIR Form 2307 – based on required template of BIR
2. Withholding Tax Remittance – 1601F, 1600, 0619E, 1601EQ, 1604-E
3. Other Tax Remittance - 2550Q,1702Q, 1702

C. ELECTRONIC INVOICING/RECEIPTING SYSTEM (EIS) - MUST BE IN COMPLIANCE WITH BIR RR 8-2022/RR7-2024, RR11-2024, EOPTA

BILLING / ACCOUNTS RECEIVABLE (AR) MODULE:
Functions:
a. Invoice Entry– Auto assign Billing Statement (BS), Sales Invoice (SI), Charge Invoice (CI) Number, Statement of Account (SOA) Number and Debit Note (DN) Numbers. Must include the following mandatory fields:
   a.1 Date
   a.2 Customer Details - Name, Address, TIN, Business Style
   a.3 Due date
   a.4 Brief Description
   a.5 Quantity
   a.6 Unit
   a.7 Price per unit
   a.5 Account Code/Journal Entry (Drop-down options, Pre-set according to nature of income)

a.6 Amounts in words and figures

a.6.1 For Sales Invoice, Charge Invoice, provision for type of Sale (Vatable, Non-Vatable, Zero-rated, VAT-Exempt) and VAT Amount

a.7 Name of Signatories

b. When calling the SI#, CI#, SOA#, BS#, DN#, details of payment should be reflected.

c. Cancellation of SI, CI, SOA, BS, and DN – Auto reversal of entries if books are still open

d. Status of Bill

*Date validation – the system should only accept date within the reporting period/month

*For adjustment to sales/revenue, the following must be available within the system, there is a mechanism within the system that enables the adjustment to sales/revenue, such as supplementary documents generated and issued to other parties (specify the process and the document that will be used/generated).

Reports/Schedules Generated:

1. Summary of Sales Invoice / Charge Invoice / SOA / Billing / Debit Notes (Daily, Monthly, any period is callable)
2. Customer Ledger
3. Aging of Receivables (Monthly and Yearly)
4. Schedules of all Accounts Receivables Accounts
5. Summary of Outstanding Tax Certificates Not Yet Received
6. Invoice History Inquiry – can be called using SI#, CI#, SOA#, BS#, DN#, Customer #, Customer Name
7. Sales Data in Java Script Object Notation (JSON) file format for submission to BIR EIS (BIR RR 8-2022)
8. Summary of Cancelled SI, CI, SOA, BS, and DN

Forms / Customized Forms:

1. Sales Invoice
2. Service Invoice
3. Statement of Account
4. Billing Statement
5. Debit Notes

*The following information must be reflected on the face of the system-generated principal and/or supplementary receipts/invoices:

a. Seller's Registered Name;

b. Seller's Business Name/Business Style, if any;

c. Seller's Registered Address where the machine will be used;

d. The phrase "VAT REG TIN" or "NON-VAT REG TIN",

whichever is applicable, followed by the nine (9)-digit Taxpayer Identification Number (TIN) with five (5)-digit Branch Code of the Seller, whichever is applicable;

e. Serial Number of the receipts/invoices printed prominently with minimum of six (6) running digits (padded with zeroes or leading zeroes are shown). Define the numbering convention if applicable and indicate the number of running

digits in the "Remarks" column;

f. Date of Transaction;

g. A space provided for the Customer/Buyer details, as follows:

    i. Buyer's Registered Name;

    ii. Buyer's Registered Address;

    iii. Buyer's TIN and Branch Code;

    iv. Buyer's Business Name/Business Style, if any;

h. Quantity (for Sale of Goods);

i. Description of items sold/goods or Nature of services rendered;

j. Unit Cost/Suggested Retail or SRP (for Sale of Goods);

k. Total Cost/Amount;

l. VAT Amount (if transaction is subject to 12%VAT);

m. If taxpayer is engaged in mixed transactions, the amounts involved shall be broken down to the following:

    i. VATable Sales;

    ii. VAT Amount;

    iii. VAT Exempt Sales;

    iv. Zero-Rated Sales;

n. The word "EXEMPT" must be prominently shown on the face of the receipts/invoices for taxpayers whose transactions are not subject to both VAT and Percentage Tax;

o. For transactions related to Senior Citizen (SC), Person with Disability (PWD), the following details or information must be reflected on the system-generated receipts/invoices, if applicable:

    i. SC/PWD TIN, if any;

    ii. OSCA or SC ID No./PWD ID No.;

    iii. SC/PWD discount showing detailed breakdown of the 20% and 12% VAT Exemption, or 5% discount, whichever is applicable;

    iv. Provision/Space for the Signature of the SC/PWD;

p. The following information must be printed at the bottom portion of the receipts/invoices:

i. Acknowledgment Certificate and "Date Issued" (mm/dd/yyyy);

ii. Series Range to be used;

iii. The phrase: "THIS INVOICE/RECEIPT (indicate whichever is applicable) SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ACKNOWLEDGMENT CERTIFICATE" (For Principal Receipts/Invoices ONLY);

iv. The phrase: "THIS DOCUMENT IS NOT VALID FOR CLAIM OF INPUT TAX" in bold letters conspicuously printed on all supplementary receipts/invoices or purely "EXEMPT" transactions;

COLLECTION MODULE:
Functions:

a. Collection Entry – Auto assign Official Receipt (OR), Collection Receipt (CR), Cash Invoice and Acknowledgement Receipt (AR). Must include the following mandatory fields:

a.1 Date

a.2 Callable SI, CI, SOA, BS, DN Numbers for posting of payment

a.3 Customer Details (Name, Address, TIN, Business Style)

a.4 Particulars

a.5 Account Code/Journal Entry

a.6 Amount in words and figures

    a.6.1 For Cash Invoice, provision for type of Sale (Vatable/Zero-rated/VAT-Exempt, according to nature of collection)

a.7 VAT Details

a.8 Withholding Tax details

a.9 Name of Signatories

a.10 Tagging for CWTs not yet received (if CWT is received or not)

a.11 Modes of Collection of Payment – Cash, Check, Credit to Bank

a.12 Bank Account Credited (Drop down button which bank was credited)

*Date validation – the system should only accept date within the reporting period/month

*Invoice or BS or SOA # validation – Warning notification for BS# already used/posted in another OR#

b. Cancellation of Cash Invoice, OR, CR and AR – Auto reversal of entries if books are still open

Reports/Schedules Generated:
1. Summary of Collections (Daily, Monthly, any period is callable)
2. Summary of Cash Invoice, Official Receipts, Collection Receipts, Acknowledgement Receipts issued – showing Reference #, Date, Customer Name, Particulars, Amount, OR#, # of days past due
3. Summary of Tax Certificates Received and Outstanding
4. Collection History Inquiry – can be called using Cash Invoice #, OR#, CR#, AR#, Customer #, Customer Name
5. Summary List of Sales (Dat file)
6. Summary of Cancelled Cash Invoice, OR,CR and AR

Forms / Customized Forms:
1. Cash Invoice
2. Official Receipt
3. Acknowledgement Receipt
4. Collection Receipt

D. FIXED ASSETS MODULE:

Functions:
a. PPE Entry – Manual assignment of Asset Tag. Must include the following mandatory fields:

a.1 Date

a.2 Account Code

a.3 Cost

a.4 Manual input of Useful Life

a.5 Manual input of 5% residual value

a.6 Auto compute Depreciation per month

a.7 Auto Compute Net Book Value

b. Asset Inventory Module (Asset Inventory and P.O Modules are connected)

c. Acquisition date should be upon payment

d. Classification of PPE is upon A/P processing by Accounting

      d.1 Classification function, if the amount is greater or equal to PhP50,000.00, PPE, otherwise, semi-expendable property (50,000 threshold can be modified).

Reports/Schedules Generated:

1. Depreciation Schedule (Monthly)
2. List of Fixed Assets / Inventory List per cost center (Monthly/Yearly)

E. GENERAL LEDGER MODULE:

Functions:

a. General Ledger. Must include the following mandatory fields:

    a.1 Date

    a.2 Reference

    a.3 Brief Description/Explanation

    a.4 Account Code/Title

    a.5 Debits

    a.6 Credits

b. General Journal:

    1. Auto assign Journal Voucher Entry Number

       1.1 Journal Voucher Type (Drown down option – 46, 24, 20, 2)

       1.2 Batch Number (e.g. mmxx – 01 to 100)

    2. Must include the following mandatory fields:

       2.1 Date

       2.2 Reference

       2.3 Brief Description/Explanation

       2.4 Account Code/Title

       2.5 Debits

       2.6 Credits

c. Sales Journal:

Must include the following mandatory fields:

    1. Date

    2. Customer TIN

    3. Customer Name

    4. Address

    5. Brief Description/Explanation

    6. Reference/Documents Number/Sales Invoice

    7. Amount

    8. Discount

    9. VAT amount

    10. Net Sales

d. Purchase Journal:

Must include the following mandatory fields:

    1. Date

    2. Supplier's TIN

    3. Vendor's Name or Code

4. Address
5. Brief Description/Explanation
6. Reference/Documents Number/Sales Invoice
7. Amount
8. Discount
9. VAT amount
10. Net Purchases

e. Inventory Book:
Must include the following mandatory fields:
1. Date
2. Product Name or Code
3. Brief Description/Explanation
4. Unit
5. Price per unit
6. Amount

f. Chart of Accounts – segmentation should be at least 8 segments (ex:1-01-01-010-3600-06-05-03)

Reports/Schedules Generated:
1. Journal Voucher Entries
2. General Journal
3. Sales Journal
4. Purchase Journal
5. Subsidiary Ledger of Debtor
6. Subsidiary Ledger of Creditor
7. Detailed General Ledger
8. Trial Balance
9. Statement of Comprehensive Income (customizable per cost-center)
10. Statement of Financial Position
11. Statement of Changes in Equity
12. Budget Utilization Report
13. Variance Report
14. Balance Sheet schedules

F. BUDGET UTILIZATION REPORT
Functions:
a. Posting of Approved Budget, Budget Realignment/Reallocation
b. Encoding of budget obligation (editable)

Reports/Schedules Generated:
1. Budget Utilization Report per Cost Center- showing Approved Budget (Net of Realignment/Reallocation), Net of VAT and Gross amounts, Obligated and Passed on Expenses, Utilization for the period, Utilization To-Date, Budget Balance
2. Budget Utilization Report per Expense Code - showing Approved Budget (Net of Realignment/Reallocation), Net of VAT and Gross amounts, Obligated and Passed on Expenses, Utilization for the period, Utilization To-Date, Budget Balance

G. PAYROLL MODULE
BIR Form 2316 - Certificate of Compensation Payment/Tax Withheld For Compensation Payment With or Without Tax Withheld.

Specify how the system generated Withholding Tax Certificate is transmitted to the employees/payees.

1. **Features of Reports**

   Reports form an important part of this project. Following are some of the key features of reports that we will build in the system.
   - Summary and detail reports - there will be summary as well as detailed reports. Detail reports will have details of all transactions and records saved in the system.
   - Provision to export reports to MS Excel and PDFand in .csv or .dat file format in compliance with RR No. 16-2006. - all the reports generated in the system shall be exported to MS Excel and PDF.
   - Provision to control organization wide/department level/section level reports – a user shall be limited to view reports pertaining to his/her own department, section or given privilege to view organization wide reports.
   - Sample reports will be provided during the requirements gathering stage.
   - The following on the printout and electronic copy of the Books of Accounts, Financial Statements and Other System-Generated Reports:

     a. Taxpayer's Registered Name;

     b. Registered Address where such reports are generated;

     c. The phrase "VAT REG TIN" or "NON-VAT REG TIN", whichever is applicable, followed by the nine (9)-digit Taxpayer Identification Number (TIN) with four (4)-digit or five (5)-digit Branch Code of the Seller;

     d. Software Name and Version Number;

     e. User Name/ID of the one who generated the report;

     f. Date and Time Stamp when the report was generated;

2. **Access to software/system:**

Modules	ESB	PIP	TD	Accounting	Purchasing	Property
Purchasing	1 - View	1 - View	1 - View	13 - Full	5 - Full	1 - View
Accounts Payable	1 - View	1 - View	1 - View		N/A	N/A
Billing	2 - Full	2 - Full	2 - View		1 - Full	N/A
Collection	2 - Full	2 - Full	3 - Full		N/A	N/A
Fixed Assets	N/A	N/A	N/A		N/A	1 - View
General Ledger	N/A	N/A	N/A		N/A	N/A
Budget Utilization Report	N/A	N/A	2 - View		N/A	N/A

3. **Other General Conditions**
   1. Date validation – the system should only accept date within the reporting period/month
   2. Generation of reports based on selected parameters (i.e. Users have the option to use one or multiple parameters)
   3. Software backup data should be retained for at least 10 years.
   4. System provider should assist PNOC in registering the Computerized Accounting System to BIR and provision of the required documents/reports such as but not limited to the following (In compliance to BIR Revenue Memorandum Circular No. 5-2021):

      a. Sample pint-out of Principal and Supplementary Receipts/Invoices and other accountable forms that will be used compliant with RR No. 16-2018 EOPTA, BIR RR 7-2024, RR11-2024 and other related issuances, if applicable.

b. Sample print-out of Books of Accounts (BOA) compliant with RR No. 9-2009 and other reports that can be generated from the system and will be used, if applicable.

c. Printed copy of Audit Trail (activity log generated by the system). The complete audit trail of the system must have the following functionalities:

i. The system controls the receipt numbering;

ii.The system generates the posting date of the receipt transaction as the date it entered into the system;

iii. The transaction can be voided, but not modified once posted;

iv. The run date is the date the report was generated;

v.Users are prevented from editing data within system generated reports;

vi. The system prevents users from having the capability to override edits within computer programs;

vii. Each transaction/record is stamped with the user ID of the individual that created the transaction; and

viii. The "System" automatically totals and double checks/cross- checks totals of all accounts/transactions and report an out-of-balance condition or incorrect computation of transaction.

d. The System Security Framework must meet the following:

i. There is a standard procedure and approval in securing access for users;

ii. Users are restricted from being active on multiple terminals at the same time with the same user identification code;

iii. User identification codes are deactivated after unsuccessful attempts to sign on the computer;

iv. Password is required to be changed every thirty (30) days, with minimum length of 7 combinations;

v. Users other than System Administrators and Security Administrators are prevented from accessing sensitive operating system commands;

vi. Passwords required a combination of alphabetic and numeric characters;

vii. Users are prevented from accessing accounting information except through authorized transactions within the system;

viii. User access rights can be eliminated or revised upon termination of employment and transfer of employee responsibility;

ix. Computerized audit trails are protected from modification and estruction;

x. Server Rooms and Data Centers are kept locked and access controlled with an authentication mechanism;

xi. Server Rooms and Data Centers are equipped with air-conditioning;

xii. Server Rooms and Data Centers are protected against power failure and fire; Specify how the Server Rooms and Data Centers are protected under the "Remarks" column.

xiii. Server Rooms and Data Centers cables are properly installed under the floor or into the walls and not left on the floor;

xiv. Unused network connection points are disabled;

xv. All incoming Dial-up uses a strong password authentication system;

xvi. Remote accesses via Internet are encrypted;

xvii. Accesses to external networks are occurring over a firewall and the same are monitored and audited;

5. Commercial Invoices are prepared at least in duplicate. The word "REPRINT" must be reflected on the face of the receipts/invoices for duplicate or subsequent printouts (similar template and contents).

6. The "System" can send sales data or information to the Bureau of Internal Revenue (BIR) in relation to the issuance of system- generated receipts/invoices or e-Receipts/e-Invoices on the format mandated by BIR.

7. Presentation/Demo of bidder's software during bid evaluation as part of Post-Qualification and Proof-of Concept (PoC).

4. **Project Implementation Duration**

The proposed CAS software should be customized, tested/accepted, and implemented as well as data migration, testing and acceptance of the converted data and training within One hundred eighty 180 calendar days from receipt of Notice to Proceed (NTP).

5. **Approved Budget for the Project**

The Approved Budget for the Contract (ABC) is **PHP4,070,000.00** inclusive of all taxes and charges.

6. **Terms Of Payment**

A. Advance Payment

15% Advance Payment – paid within sixty (60) calendar days from signing of the contract and upon submission of the following: (1) irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank which must be for an equivalent amount and remain valid until the goods are delivered; and (2) accompanied by a claim for advance payment.

B. Progress Payment

70% Completion of Installation, implementation and migration (software license, product keys, user's credentials, software manuals, certificate of progress completion from end-user)

20% Completion of training/s (Instruction and navigation materials, certificate of progress completion from end-user)

10% Final Acceptance (Warranty certificate, certificate of final acceptance end-user)

C. Retention Money

10% Retention for every progress payment.

Retention of 10% of contract price to be released after lapse of warranty period.

Payment will be made through Regular Check only; post-dated check is not allowed.

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that (Bidder) has completed the below-listed contract within five (5) years prior the deadline of submission and opening of bids.

Date of the Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	Issuance Date of Certification Satisfactory Service

_____

Name and Signature of Authorized Representative

_____
Date

*Notes:

a) Cut-off date as of DEADLINE OF SUBMISSION OF BIDS.

b) "Name of Contract", Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

STATEMENT OF ALL: (i) ONGOING CONTRACTS (GOVERNMENT AND PRIVATE) AND; (ii) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that (Bidder) has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	Value of Outstanding Contract

_____
Name and Signature of Authorized Representative

_____
Date

*Instructions:

a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of **DEADLINE OF SUBMISSION OF BIDS.**

b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

d) **"Name of Contract".** Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.

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/Services]* inconformity 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 of Authorized Representative:_____

Legal capacity:_____ Signature:_____

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

Date:_____

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Price Schedule for Goods Offered from Within the Philippines

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: _____

Price Schedule for Goods Offered from Abroad

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 4x5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4x8)

Name: _____

Legal Capacity: _____

Signature: _____

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

REPUBLIC OF THE PHILIPPINES)
CITYOF_____)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

      SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no._____ issued on ____ at _____.
      Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

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Book No. _____
Series of _____

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/Service Provider") 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 maybe 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.

For the Entity: **For the Supplier/Service Provider**
By   By:

President and   *Insert Name of Signatory*
Chief Executive Officer   *Insert Legal Capacity of the Signatory*

Witnesses

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

ACKNOWLEDGMENT

Before me, a notary public for and in the City of _____, this _____, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of three (3) pages, including the page on which this Acknowledgment is written, but excluding Annexes, and they acknowledged to me that the same is their free and voluntary act and deed, as well as that of their respective principals.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

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OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITYOF_____)S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

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Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PROCURING ENTITY notices may be transmitted.

Telephone No/s.	:	_____
Fax No/s.	:	_____
E-mail Add/s.	:	_____

   It is understood that notices/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

11. **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.

<div align="right">

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

</div>

       SUBSCRIBED AND SWORN to before me this ___ day of *[month] [year]*at*[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no._____ issued on ____ at _____.

    Witness my hand and seal this ___ day of *[month] [year]*.

<div align="center">

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

</div>

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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

SUBSCRIBED AND SWORN to before me this ___ day of *[month] [year]* at *[place of execution],* Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no._____ issued on ____ at _____.

Witness my hand and seal this ___ day of *[month] [year].*
NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____

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Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

NET FINANCIAL CONTRACTING CAPACITY

Current Assets _____

Less: Current Liabilities _____

Total _____

Multiply by K   **15**

Total _____

Less: Value of All Outstanding Works or _____
        Projects Under On-going Contracts

Net Financial Contracting Capacity _____

Net Financial Contracting Capacity (NFCC)

NFCC = at least equal to the Approved Budget

= [(current assets - current liabilities) (K) - (value of all outstanding works
or projects under on-going contracts, including awarded contracts yet
to be started)]

Name of Company:

_____

Authorized Representative:

_____
signature over printed name