



Philippine Economic Zone Authority

GUIDELINES FOR THE ACCREDITATION OF PHILIPPINE ECONOMIC ZONE AUTHORITY ONLINE PAYMENT GATEWAY PROVIDERS

Pursuant to the Philippine Development Plan's strategy on resiliency measures mainly digital transformation to catapult the country's growth amid the pandemic, and the PEZA Management's decision to shift from manual to cashless/online payment system for improved ease of doing business and financial risk management, the following guidelines for the accreditation of PEZA Solutions Providers for the provision, development and operation of the PEZA ONLINE PAYMENT GATEWAY are hereby prescribed and promulgated for the information, guidance and compliance of all concerned.

Section 1. Coverage. These guidelines shall apply to providers of Electronic/Online Payment and Collection System for all PEZA fees. PEZA fees include fixed and non-fixed fees collected by PEZA for its services.

Section 2. Required Components and Features of the PEZA ONLINE PAYMENT GATEWAY. The PEZA-accredited provider shall develop, operate and manage the PEZA ONLINE PAYMENT GATEWAY on a 24/7 basis. The project shall consist of the following functional modules and other components based on the PEZA technical, functional and operational requirements:

1. Components:
 - a. Status Monitoring Module consists of procedures for updating the status of each application, the confirmed payments; generation of reports on status of all transactions;
 - b. Audit Module consists of reports generated by the system for use of PEZA to audit all transactions, the content of which are in accordance with PEZA requirements.
 - c. System and functional interfaces/ integration with related PEZA computerized processes and other government systems as necessary, and with the Value-Added Solutions Providers of other online systems, including those to be implemented in the future.
2. Features:
 - a. 24/7 availability
 - b. Compliance to COA and other government accounting rules
 - c. Next-day settlement for all payment channels
 - d. Multiple payment channels including mobile wallets, credit cards, over-the-counter payments, online banking, and others
 - e. Real-time reporting and analytics
 - f. Intrusion detection system
 - g. Backup facility

Section 3. Minimum Qualifications of a Solutions Provider seeking PEZA Accreditation.

Solutions Providers seeking accreditation with PEZA shall meet the following minimum qualifications:

1. Company Profile:
 - a. Duly registered with DTI and SEC;
 - b. A minimum of three (3) consecutive years of actual involvement in the development and implementation of electronic systems/solutions, specifically in the implementation of online payment system for government or similar and related projects;
 - c. Must have implemented a similar project for universal bank in the Philippines;
2. Resources - Capability and capacity adequate for PEZA e-systems requirements and 24/7 systems operations:
 - a. Facilities:
 - i. Facilities must include IT hardware (servers, workstations, peripheral devices), network communication / network security solutions and devices, systems development and staging facilities, and other related and necessary devices and equipment that are owned by the Provider;
 - ii. Must have adequate facilities or provision for the implementation of business continuity and disaster management plans.
 - b. Financial Resources:

Must have the financial capacity to undertake the project and provide resources necessary to sustain the operations of all of the modules/ components of the PEZA ONLINE PAYMENT GATEWAY.

Section 4. Documentary Requirements for Accreditation of PEZA ONLINE PAYMENT GATEWAY Providers. A solutions provider may apply for accreditation with PEZA by submitting the following requirements:

1. Duly accomplished PEZA Application Form for Accreditation (Annex A) which shall include the following:
 - a. Company profile consisting of a brief description of the nature of its business, number of years in operation, and ownership (names, contact numbers);
 - b. Disclosure if company itself or any affiliate is registered or accredited with PEZA or doing business with PEZA and/or with PEZA enterprises;
 - c. Inventory of ICT Resources (Capability and Capacity):
 - i. Name of Principal and Alternate Technical Support Specialists, their academic background, relevant training and experience, and areas of expertise;
 - ii. Hardware;
2. DTI or SEC Registration Certificate and Articles of Incorporation and By-Laws;
3. Mayor's/Business Permit or Municipal License;

4. Audited Financial Statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the 2 immediately preceding taxable years;
5. Annual Income and Business Tax Returns (VAT or Percentage Tax) duly filed thru the Electronic Filing and Payment System (EFPS) of the BIR and duly validated confirmation as evidence to the tax payments made (Filing Reference Number). For providers who have yet to file their Annual and Business Tax Returns via the EFPS facility of the BIR, proof of application/enrollment to the EFPS facility;
6. Applicant's Notarized Undertaking prescribed by PEZA to serve as guarantee of performance (Annex B);
7. Anti-Graft Certificate (R.A. 3019) (Annex C);
8. Applicant's Notarized Undertaking/Warranty Against Liability as prescribed by PEZA (Annex D);
9. Certificate of Filing of Application (Annex E);
10. Bio-data of Principal Officers and technical staff who will be deployed for the project/s;
11. Signed Non-Disclosure Agreement (Annex F);
12. Detailed information on three (3) similar / related operational systems it has developed for client organizations within the last five (5) years, which shall include the following (please use the Project Data Sheet Format in Annex G):
 - a. Client organization and the Project Manager responsible for contracting development of the Project;
 - b. Project Name and Narrative Description of the Project;
 - c. The name and contact details of the client organization;
 - d. Date and duration of the contract;
 - e. Description of the functions/services of the client organization which were automated; components, modules and features of the automated system; and the benefits resulting from implementation of the automated system for the client organization as well as other parties involved;
 - f. Any proof of satisfactory completion of the development, installation and implementation of the system, particularly commendations issued by the client organization and other beneficiaries;
13. A business continuity and disaster recovery plan which covers network security procedures, backup and disaster recovery procedures, necessary resources, controls and arrangements to ensure uninterrupted delivery of critical services and procedures to resume normal business operations in disastrous situations.
14. Information security plan aligned with the ISO 27002:2005 or similar standard.

Section 5. Responsibilities of a PEZA-accredited Provider.

A PEZA-accredited provider shall have the following responsibilities:

1. Provision of the following:
 - a. At no cost to PEZA, develop, implement/operate and provide to PEZA and its clients an efficient and continuous 24/7 ONLINE PAYMENT GATEWAY;
 - b. 24/7 technical helpdesk;
 - c. Perform additional system modification / adjustment and testing of the system in accordance with any subsequent PEZA requirements and specifications within a jointly agreed timeline;
 - d. Implement security measures and ensure that access to the system is limited to authorized users and system data is used only for purposes authorized by PEZA;
 - e. Share with PEZA the revenues collected from the users/clients in the form of a royalty fee at a jointly agreed rate;
 - f. Submit to PEZA Finance Group on a daily basis the prescribed Report of Collections and a scanned copy of the deposit slip on or before 10AM the following day, as well as the Monthly Report of Collections and deposit slip (2 sets) on or before the 5th day of the succeeding month;
 - g. Provide the necessary support and assistance required for the training of the employees of PEZA and employees of PEZA-registered enterprises on the use and / or operation of the PEZA's ONLINE PAYMENT GATEWAY and related activities free of charge;
 - h. Notify PEZA at least 60 days prior to any planned suspension, or termination of services for justifiable cause;
 - i. Ensure that PEZA-wide system downtime incidents, other than those caused by factors external to the provider or scheduled downtime, shall not exceed 2 incidents in one month, and the length of any downtime incident shall not exceed for (4) hours per incident;
 - j. Document business interruption incident/s in a report and submit to PEZA and notify clients and their authorized representatives within twenty-four (24) hours of each incident/s;
 - k. Notify PEZA and all its clients at least 24 hours in advance via call, email, advisory or any similar means of any scheduled technical maintenance procedures, including the date and duration of the maintenance work, and the expected time of resumption of normal business operations;
 - l. Implement the PEZA-approved business continuity plan if service downtime/ interruption exceeds one hour at any one time and/or service downtime/ interruptions occur more than twice a month;
 - m. Provide such other reports and documents as may be prescribed by PEZA.
2. Implement the following remittance procedure:

Deposit cash and other collection to the personal bank account and transfer funds equal to the full amount of collection on the next banking day to the PEZA depository account before 10:00 AM.

3. Post a bond in favor of PEZA, the amount of which shall be based on the three (3) day cash collection risk. This bond/guaranty shall answer for accredited provider's collection-related losses such as unremitted collections, stolen cash, and missing service provider funds.
4. Provide Cyber Risk and Security Insurance Coverage
5. Agree to PEZA's evaluation of its continuing compliance with the accreditation guidelines through monitoring of the provider's operation to assess responsiveness of the system functionalities to the requirements of various stakeholders; evaluate the service levels; conduct survey among its clients at least once a year, and review transactions, and incidents for policy decisions.
6. Comply with security audit and such other assessments as may be required by PEZA by providing 3rd party security audit reports.
7. Enter into a Memorandum of Agreement with PEZA as a provider for online payment system upon full compliance to the accreditation guidelines and subject to non-exclusivity arrangement.

Section 6. Ownership of Data.

All records/ data submitted, processed and stored in the PEZA ONLINE PAYMENT GATEWAY databases, including fees collected, shall be owned by PEZA. A Data Sharing Agreement may be made between the parties for payment related data.

Section 7. Fees.

1. Filing Fee of P3,600.00 and Accreditation Fee of P6000.00 to be paid by the applicant provider.
2. PEZA Processing Fees - The PEZA Processing Fees, in accordance with the PEZA structure of fees, or as may subsequently be prescribed by the PEZA Board, shall be included in the PEZA ONLINE PAYMENT GATEWAY and remitted to PEZA in accordance with Section 5.2 hereof.
3. Merchant Fee – PEZA-accredited providers are authorized to collect from PEZA-registered enterprises and clients a market-determined processing fee for the use of its PEZA ONLINE PAYMENT GATEWAY, provided that any change in the existing rates shall be upon prior clearance by PEZA. Fees of new entrants shall not exceed the maximum existing rate of existing accredited providers, and shall be subject to the approval of the PEZA management.

Section 8. Penalties. The following schedule of fines and/or administrative sanctions shall apply for committed violations of the Accreditation Guidelines, as well as related or pertinent circulars/memoranda issued thereunder:

1. For violation of Section 5.1 (i.), the penalty will be a fine of P50,000.00 per incident or violation.
2. For violation of Section 5.2:
 - a. A penalty in an amount equivalent to 1/10 of 1% on the unremitted collections shall be imposed for every day of delay in the remittance of deposit. Moreover, a surcharge of 1/10 of 1% on the unpaid penalty charges shall also be imposed for every day of delay.
 - b. A delay of two (2) consecutive banking days in remitting collections, whether in whole or in part, shall be a ground for the termination of the agreement.

c. In the event that the Provider incurs a one day delay in remitting collections amounting to One Hundred Thousand (P100,000.00) and above as a result of non-remittance by the agent/service provider and payment channels, the operations of Provider shall be immediately suspended, and the payment collection software assigned to the collection agent/service providers and payment channels shall be immediately deactivated until such time that the collections are deposited.

3. For late submission of required reports in violation of Section 5.1 (f), the following schedule of penalties shall apply:

Number of Violation	Basic Fine	Daily Fine
1 st Violation	P5000.00	P500.00
2 nd Violation	P10,000.00	P1500.00
3 rd Violation	P15,000.00	P2000.00

Imposition of penalties for violation of this Accreditation Guidelines shall not preclude PEZA from pursuing other actions under existing laws including but not limited to R.A. No. 8792.

Section 9. Duration of Accreditation. The Certificate of Accreditation which shall be issued by the PEZA Director General shall be valid for a period of five (5) years from date of issue, and renewable every two years thereafter, subject to payment of Application and Accreditation Fees and compliance with the qualification requirements for renewal of accreditation prescribed in these guidelines.

Section 10. Renewal of Accreditation. A PEZA-accredited provider may apply for renewal of its accreditation by submitting the following information/ documents not later than sixty (60) days before expiry of its existing accreditation for purposes of determining its continued qualification for accreditation:

- a. Mayor's/Business Permit or Municipal License;
- b. Audited Financial Statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the 2 immediately preceding taxable years;
- c. Updated company profile consisting of a brief description of the nature of its business, number of years in operation, and ownership (names, contact numbers);
- d. Disclosure if company itself or any affiliate is registered or accredited with PEZA or doing business with PEZA and/or with PEZA enterprises;

Renewal of accreditation will be based on the submission of the required documents, re-evaluation of the provider's qualifications, capability and capacity in relation to the minimum qualifications and the requirements prescribed in these guidelines, and the results of the client satisfaction survey conducted by PEZA on the provider's services.

Section 11. Repealing clause. All rules and regulations, guidelines and other documents issued by PEZA inconsistent with these guidelines are hereby repealed or amended accordingly.

Section 12. Effectivity. These guidelines shall be published in a newspaper of general circulation and shall take effect immediately following such publication.

(Sgd.) **MARK P. RUBIO**
Corporate Secretary