



SUPPLEMENTAL/BID BULLETIN NO. 3

**PROCUREMENT OF CONSULTING SERVICES FOR THE DEVELOPMENT OF THE
HUMAN RESOURCE INFORMATION SYSTEM (HRIS)
(DOT-BAC-REI NO. 2020-019)**

This **Supplemental/Bid Bulletin No. 3** is issued to shortlisted bidder to clarify, modify and/or amend items in the Bidding Documents as discussed and agreed during the Virtual Pre-Bid Conference held on 23 November 2020 for the aforementioned project. This shall form part of the Bidding Documents.

I. The following clarifications are provided for the guidance and reference of the shortlisted bidder:

A. On the Terms of Reference (TOR)

REFERENCE	QUERY	ANSWER
III. Scope and Requirements (page 1)	<p>The provider must design, develop, customize, test, deliver, and install the Human Resource Information System (HRIS), perform data migration, provide the equipment, tools and software necessary for the system’s implementation; prepare necessary documentation for the entire project and ensure that existing government rules and regulations are considered.</p> <p>1. To manage expectations, will this be a ground up development (design, develop) or can we use our existing product and customize to cater to your requirement?</p>	<p>As provided in the Bidding Documents and the Terms of Reference (TOR), the Consultant (Bidder) is responsible for the <u>design, development, and deployment</u> of a Human Resource Information System (HRIS) for the Department of Tourism (DOT). The methodology and the approach in the development of the said information system will solely depend on the Consultant (Bidder) so long as it is customized in accordance with the specifications and requirements of the DOT.</p>
	<p>2. What is the extent of the data migration requirement since we may be constrained by the data privacy act?</p>	<p>The Consultant (Bidder) is expected to develop a template while the database will be provided by DOT. The said database will simply be uploaded to the template that the Consultant (Bidder) will develop. There is no physical transfer of records.</p>

REFERENCE	QUERY	ANSWER
	<p>3. What does the “equipment” cover? Ex. biometric devices? Pls provide details</p>	<p>Pursuant to the discussion during the Pre-bid Conference, the Consultant (Bidder) is expected to deliver at least six (6) Biometric Machines which will be installed in various areas in the DOT Building. The Biometric Machine should comply with the minimum technical specifications provided on item IV(7) of the TOR.</p>
	<p>4. What is the user base covered for the equipment for this stage of the project? Central Office only?</p>	<p>The HRIS will be for the use of the Central Office in the meantime but must also be ready for roll-out or deployment for use of the Regional and Foreign Offices.</p> <p>The same system is applicable across DOT Central, Regional, and Foreign Offices, and only the signatories or approving authorities will be changed.</p> <p>On the other hand, the equipment or biometric machines to be delivered will only be used in the DOT Central Office.</p>
	<p>5. We understand that the equipment, tools and software are limited to HRMIS only. Kindly confirm.</p>	<p>Yes, the equipment, tools, and software is for the HRIS.</p>
<p>III. (1) Minimum requirements for bidder (page 2)</p>	<p>1.3 Has implemented a fully integrated HR solution package to private and government agencies with more than 1,000 employees in a centralized and decentralized mode.</p> <p>We have already implemented several govt organizations. Is that sufficient to comply with this requirement</p>	<p>Clause 1.3 of the TOR is amended as follows:</p> <p>“Has implemented a fully integrated HR solution package to private OR government agencies with more than 1,000 employees in a centralized and decentralized mode.”</p>
	<p>1.4 Capable to provide expertise in terms of HR Systems in a government setting and also has an extensive experience and expertise in IT-based HR systems that will help DOT in the policy and procedure required for the successful implementation of HR Solution</p>	<p>The Consultant (Bidder) is not involve in any policy determination. The Consultant (Bidder) is only in-charge of developing and customizing the system that will fit or comply with the DOT’s existing policies, rules, and regulations.</p>

REFERENCE	QUERY	ANSWER
	<p>Please clarify extent of involvement during the policy and procedure development stages because this will impact delivery schedule.</p>	<p>For this purpose, focal persons from the Human Resource Division (HRD) and Information Technology Division (ITD) will be assigned to coordinate with the Consultant (Bidder) to ensure that the HRIS is fully compliant and customized with DOT's existing policies, rules, and regulations.</p>
<p>III (2) General Requirements for the System (page 2)</p>	<p>1. Is the Consultant free to recommend its own technical platform?</p>	<p>The Consultant (Bidder) may use any programming language. It is not limited to .net, java, php, html5, css, or python, among others.</p>
	<p>2. We assume that the Client has required environment to securely host the system. Kindly confirm.</p>	<p>Yes, there is VPN connection going to the DOT's data center but this is limited only for User's who will access the system within the DOT Building premises. As such, the Consultant (Bidder) is required to provide a security feature or levels of security for Users that will access the system outside of the DOT Building premises.</p>
	<p>3. Does the Client already have a distinct test and production environment for IT systems?</p>	<p>Yes, DOT has facilities for testing and production environment. However, for development purposes, the Consultant (Bidder) must provide its own environment.</p>
<p>III (2) (2.5) General Requirements for the System (page 3)</p>	<p>The system should be fully secured to run via the internet</p> <p>Kindly clarify the term 'fully secured'. Please elaborate if 'access security' (i.e. VPN setup, configuration and Hardware) to the client infrastructure is part of the deliverable.</p>	<p>The Consultant (Bidder) will not provide the infrastructure. However, the Consultant (Bidder) must develop the appropriate security features within the HRIS aside from the existing infrastructure of the client. There must be additional security feature aside from the Username and Password.</p>
<p>III (2) (2.7) General Requirements for the System (page 3)</p>	<p>The system must incorporate 3D barcode for the use of authorized signatories for actions on HR-related documents, such as but not limited to Daily Time Records, Leave Application, Official Business Pass, Authorization to Render Overtime and Offsetting application, etc.</p>	<p>A unique 3D barcode is envisioned to indicate once the forms sent for approval have been actually submitted to the approving authority. The 3d barcode must be different or unique to each of the approval.</p>

REFERENCE	QUERY	ANSWER
	Pls explain how 3d barcode is envisioned	
III (2) (2.9) General Requirements for the System (page 3)	<p>“Compatibility with existing systems and hardware/ equipment such as but not limited to biometrics, DOT matrix printer, Photocopier, Windows 7, Windows 8.1, etc.</p> <p>Pls provide details on model of existing HW</p>	<p>This provision simply means that the HRIS should be accessible even in older versions of hardware, operating systems, or browsers. This is to allow the clients or Users to access wherever they may be or when they are using a lower version of equipment than that in the office.</p> <p>For instance, the current PSIPOP Online System only works with IE 7-11.</p>
III (2) (2.10) General Requirements for the System (page 3)	<p>The system shall provide the user the facility to create a report template and generate using the system, report content, style and output format to be user-defined.</p> <p>Is the client referring to a reporting tool? This would still require knowledge in SQL</p>	<p>The HRIS must be capable of generating reports that uses the information or data stored therein. The Consultant may introduce a 3rd party Reporting Tool but adequate transfer of knowledge and a recognized training must be provided to the technical and non-technical team (ITD and HRD) of the DOT.</p>
III (2) (2.11) General Requirements for the System (page 3)	<p>The system shall easily implement changes or new policies without the need for system enhancement and modification. The system should adaptable to business policy changes.</p> <p>We can only implement parameters for certain values (no. of days for leave submission, OT submission, etc)</p>	<p>To clarify, this provision means that the System should be able to allow the HRD to make simple adjustments in the system that will not require elaborate modification.</p> <p>For example, increase in base salary, new loan, bonuses, tax adjustment, salary adjustment, etc.</p>
III (2) (2.13) General Requirements for the System (page 3)	<p>The system shall provide a facility for the DOT officials and employees to extract his or her own data or information from the database. Is the client referring to reports generation?</p>	<p>The HRIS should be capable of allowing the Users to update or generate its Personal Data Sheet (PDS) or other personal information through Microsoft applications like Word, Excel, among others.</p>
IV. (1) (1.7) System Functional Specifications (page 5)	<p>Under Agency Plantilla of Personnel, Is this PSIPOP?</p>	<p>Yes, PSIPOP means Personal Services Itemization and Plantilla of Personnel.</p>
IV. (2) System Functional Specifications	<p>2.1 Under Tax Status and Exemption Table,-- is this applicable?</p>	<p>The Exception Table will be retained, while the Tax Status shall be deleted or removed.</p>

REFERENCE	QUERY	ANSWER
(page 5)	<p>2.2 Allow multiple calculation method for basic pay and other deductions, e.g. monthly, semi-monthly, weekly, daily.</p> <p>Pls. clarify flexibility requirement. Is it based on employee type like regular, consultant and JO?</p>	<p>Multiple calculation method or flexibility requirement applies to both plantilla and Job Order positions.</p> <p>For instance, for initial salaries or out-of-payroll plantilla personnel, the computation of salaries will either be for 15 days or 30 days for 3 months. On the other hand, for JO personnel, the computation/cut-off dates are the following: 10th to 24th of the month, 25th of the current month to the 9th of the following month.</p>
IV. (3) Attendance and Leave Credits Module (pages 8-10)	<p>3.1 Seamless and full integration of attendance record from a facial and fingerprint biometric- based time recorded machine to the HRIS system. Pls. clarify extent of integration.</p>	<p>This requirement simply means that the system must have the capability to connect or link with the installed biometric machines for purposes of recording the attendance. Such record shall then be used, through the system, to compute the salaries and other benefits, among others, of the personnel concerned</p>
	<p>3.2 Allow online attendance registration and monitoring for other alternative working arrangements, as may be adopted by the Management.</p> <p>Is it registration of biometric fingerprint? Refers to Time In and Out using the system?</p> <p>Are there existing policies and procedures governing the implementation of the such alternative working arrangements?</p>	<p>This requirement suggests that the Consultant (Bidder) should be able to develop an alternative means of securing the attendance of the personnel other than the actual finger scanning and facial recognition in the office. For example, one of the authorized alternative work arrangements is “work-from-home”. As such, the Consultant should be able to develop an “attendance registration and monitoring tool” that may be use to still track the attendance of the personnel without the need of physically accessing the biometric machines in the office.</p> <p>Yes, it could be the “Time In, and Time Out” of the personnel.</p> <p>Yes, there are existing guidelines authorizing alternative work arrangements.</p>
	<p>3.15 Facility for leave applications offline and online platform.</p>	<p>It is envisioned that this feature will allow the User to file his application for leave or any other application form that is enrolled in the system</p>

REFERENCE	QUERY	ANSWER
		<p>online. And in the event that his connection is cut, the draft will automatically be saved and may be accessible or may be retrieved later on or once he connects to the internet again.</p>
	<p>3.16. Facility for CTO applications and OB Pass offline and online platform.</p> <p>3.17 Facility for CTO applications and OB Pass offline and online platform.</p> <p>3.17. Facility for monetization request offline and online.</p> <p>Question for all: Offline – approved and signed form will be encoded by HR Officer</p>	<p>This is the same feature as the Application for Leave mentioned above. A Compensatory Time-Off (CTO), Official Business (OB) Pass, or Monetization Requests are just sample forms. All forms to be uploaded to the system will be provided to the awarded consultant.</p> <p>The Offline facility means that the User may download the form and choose to file the applications manually. All uploaded forms must be printable.</p>
	<p>3.19. Under Other user defined reports and statistics</p> <p>Can Consultant recommend a third party tool for this? Is Client willing to be trained on Jasper Reports?</p>	<p>The Consultant (Bidder) may offer a 3rd party tool for report generation but it must be integrated to the system without issue.</p> <p>Transfer of knowledge or training should be appropriately provided for both the technical and non-technical team of the DOT (e.g. ITD and HRD).</p> <p>The training must be duly recognized by the Application’s authorized manufacturer (e.g. if Jasper Reports, the training must be conducted by Jasper Reports authorized trainers or partners with the corresponding Certification to be issued).</p>
<p>IV. (4) Portal System Employee Self Service (pages 10-11)</p>	<p>4.1. HR Applications (e.g application for leave/offsetting, filing of OB pass, etc.)</p> <p>4.2. Contact Integration and External Links</p> <p>4.3. Indexing and Search Engines</p> <p>4.5. Announcement, Tasks and Custom List</p>	<p>Yes, a “custom list” is a widget or a menu bar for HR application, Contact Integration, and external links.</p> <p>The purpose of “Indexing and Search Engines” is to index all information in the database which in return will optimize the search engine of the HRIS for faster and more accurate search result. This may be likened with “Google Search”.</p>

REFERENCE	QUERY	ANSWER
	<p>Pls clarify all, is Custom list a widget?</p>	<p>“Announcement, Task, and Custom List” on the other hand should be easily seen by the User once he logs in. It must be available at all times without the need of selecting “Announcement, Task, and Custom” button from the widget or menu bar. It should be viewable either right or left side of the Home Page. In addition, for the HRD use, this must have a ready template which can be altered/ modified/edit at any given time.</p>
<p>IV. (6) Support and Maintenance (page 12)</p>	<p>6.1. Provide data maintenance, in accordance with the retention period as prescribed by the National Archives of the Philippines (NAP).</p> <p>Kindly clarify since the NAP prescription period refers to hard copies or printed documents</p>	<p>The HRIS should have an archiving feature such that the Administrators (DOT) may customize where the records may already be deleted from the Archive after a certain period of time.</p>
	<p>6.2 Data Archiving should be stored outside the system through a storage device such as but not limited to flashdrive, external hard drive, DVD-R, etc.</p> <p>Are these items to be provided by the Consultant?</p>	<p>No, the devices mentioned will not be provided by the Consultant (Bidder).</p> <p>This simply means that the system must have the feature or capability of allowing Users to save or store data in external storage devices (e.g. flash drives, external hard drives, DVD-R, etc.)</p>
	<p>6.6 Real time connectivity and systems security. Please clarify. Kindly define real time connectivity.</p> <p>Systems security as defined here should be confined to access of the HRIS system</p>	<p>Real time connectivity means that the HRIS should be able to reflect time of actual access to the system.</p> <p>For instance, if the User files an Application for Leave, the system should be able to stamp or reflect the exact time and date of such filing and submission, etc.</p> <p>With regard to systems security, the HRIS must have a security feature.</p>
<p>IV. (7) Facial Recognition and Fingerprint Recognition Biometrics Technical Specification (page 12)</p>	<p>Are these items to be provided by the Consultant? How many?</p> <p>Please confirm, The specifications do not state that fingerprint scan capability but rather palm recognition capability only.</p>	<p>Yes, the consultant should provide at least six (6) Biometric Machines. The said machines must be capable of capturing both the face (facial recognition) and finger scan (not palm).</p>

REFERENCE	QUERY	ANSWER
	<p>For facial recognition devices:</p> <p>a) Is there a required minimum data capture distance (device to employee)?</p> <p>b) Is capture of obscured facial features a requirement? This technology new and is less accurate.</p>	<p>No minimum data capture distance.</p> <p>No</p>
<p>V. System Requirements (pages 12-13)</p>	<p>1. The system can be implemented and integrated using existing department's LAN/WAN infrastructures and allows implementation in real-time or scheduled depending on connection. Allows implementation and integration using different communication infra of DOT including dial-up, DSL or cable</p> <p>Kindly clarify the terms 'Allows implementation and integration'. Please elaborate if 'access security' (i.e. VPN setup, configuration and Hardware) to the client infrastructure is part of the deliverable.</p>	<p>This means that the HRIS must capable of using other forms of connectivity without compromising the security of the system.</p>
	<p>3. Must be have a backward compatibility to legacy server operating system and desktop operating system. Pls provide details</p>	<p>Legacy windows server 2003 and other server operating system prior to 2012.</p> <p>DOT current infrastructure consist of Windows server 2016 and 2019.</p> <p>Legacy desktop operating system such as Windows 7. (For end-user outside of DOT Bldg)</p> <p>DOT desktop and laptop have windows 10 and 8.1.</p>
	<p>5. Must be have backward compatibility with old web browser.</p> <ul style="list-style-type: none"> - Is Client willing to put limitations on the compatibility because there will be trade- offs. Ex, if the Client wants new and improved features in the system, these may not necessarily be compatible with the old. So, either make new system simpler 	<p>Base the browser compatibility with the windows 7.</p> <p>Google Chrome Mozilla Firefox Microsoft EDGE Microsoft IE 9,10,11</p>

REFERENCE	QUERY	ANSWER
	<p>to make it work with older browsers or improve the system recognizing that not all features may be work with old browsers.</p> <ul style="list-style-type: none"> - What is/are the existing browser applications currently in use within the Client's network? 	
<p>VI. Warranty (page 13)</p>	<p>2. Re/Installation, setup, cabling, and re/configuration of the application, database server, biometric devices and other equipment provided free of charge.</p> <ul style="list-style-type: none"> - What cabling is referred to? Biometric cabling? - What if due to misuse or causes outside the control of the Consultant? Ex. force majeure like fire and natural calamities, unstable electrical supply, temperature control, etc. - Is Client open to put limitations here? The liability is too great otherwise. - Re-location due to agency's space planning and engineering should not be part of the warranty - Statement provided applies to the deliverables of the project to be used in the production environment <p>Outright replacement for defective</p>	<p>Yes, the cabling refers to the installation requirements for the biometric machines. The Consultant (Bidder) shall provide all installation requirements – both labor and materials.</p> <p>The biometric machines should be covered by standard industry practice warranties. General rule, should the unit become defective within the warranty period, the Consultant (Bidder) shall be responsible for replacement or repair, as the case may be. However, in the event that the cause of damage is force majeure or due to no fault of the consultant then the repair may be borne by the Procuring Entity (e.g. fire, natural calamities, etc.)</p> <p>To clarify the warranty periods, the two (2) warranty period shall apply to the HRIS, while at least one (1) year standard warranty for the Biometric Machines.</p> <p>To clarify, in the event of a relocation, it is DOT's responsibility to transfer or move its current infrastructure however it is required for the Consultant (awarded Bidder) to provide after-sales support in terms of re-deployment of the system in the relocated infrastructure should it be necessary. This is simply to ensure that the system will be functional despite physical relocation of the infrastructure.</p> <p>To clarify, the Biometric Machines</p>

REFERENCE	QUERY	ANSWER
	<p>hardware, devices or equipment within 24 hours or a maximum of two days free of charge.</p> <ul style="list-style-type: none"> - Provided defects are not caused by Client personnel negligence, abuse due to misuse and Force Majeure conditions. 	<p>should have a defects warranty period of 30 days wherein the same should be replaced with a new unit if found defective.</p> <p>After the 30-days period, succeeding defects, if any, should be repaired by the Consultant (awarded Bidder) or the manufacturer's authorized service center within 15 days from receipt of Notice to Repair. During the repair period, the Consultant (awarded Bidder) shall provide a service unit for use of DOT without additional cost.</p>
VII. Deliverables (page 14)	<p>4. Technical documentation for the application during development and after deployment, vital for the ongoing maintenance and development of the system.</p> <ul style="list-style-type: none"> - What is the expected content of this document? Kindly note that the expected content should be aligned/take consideration of the 6 month deadline. 	<p>The Technical Documentation refers to the notes, documentation, and script or the source codes during development.</p>
	<p>6. Completion report including transfer of all source codes and licenses to the DOT.</p> <ul style="list-style-type: none"> - Client recognizes that the source code cannot be duplicated or resold? - Client is cognizant that alteration of any part of the codes within the warranty period voids the warranty in whole 	<p>Yes, the developed HRIS is solely for the use of DOT and is not for sale. The System and the codes or any licenses that run with it shall likewise become property of the DOT once the system has been fully accepted. Henceforth, after warranty, the DOT shall be free to use, expand, modify, or alter the same when necessary.</p> <p>Like any other systems, the warranty shall cover the original works. When authorized alteration or modification is done, then the warranty shall be void.</p>
X. Duration of the project (page 15)	<p>Is the consultant allowed to propose a different timeline?</p>	<p>Yes, a different "Timeline" may be provided for the bid but the key "Activities" mentioned in the TOR, must remain. Likewise, it must be noted that the contract duration shall not exceed six (6) months.</p>
OTHERS	<ul style="list-style-type: none"> - Given the 6 month delivery timeline, are there staff that will work with the Consultant on a daily basis? 	<p>Yes, a dedicated personnel or team will be assigned to constantly coordinate with the Consultant. Adjustments in the schedule or delays attributed to DOT's fault will not be attributed to the</p>

REFERENCE	QUERY	ANSWER
	<p>- Aside from the prevailing situation with COVID-19, we assume that the schedules may be adjusted in case of delays not due to the Consultant (ex. delays due to unforeseen events, schedule conflicts , holidays, non-availability of personnel, resources, equipment, data and the like). Kindly confirm.</p> <p>Consultant's participation should not be required during internal deliberations on policies and related procedures governing a particular HRIS function.</p>	<p>Consultant (Bidder) and will not be considered a delay due to the Consultant's fault.</p> <p>The Consultant (Bidder) is not required in the internal deliberations on policies. There are already policies in place. The DOT is simply automatic the procedures related thereto.</p>
	<p>What infrastructure/how is currently available in Client to support the system?</p>	<p>The development environment is provided by the Consultant (Bidder) and not the DOT.</p> <p>Once the HRIS is completed, it will be deployed using the current infrastructure support of DOT with the following specifications:</p> <ul style="list-style-type: none"> • Dell PowerEdge R740 (application server) • Windows 2016 and 2019 Server • 2 CPU (intel Xeon E5-2630) 64GB RAM • Storage Server: TB allocation for now (HRIS).
	<p>Can the Consultant have a one-day session with the Client to demo its core product to determine if requirements of the Client will be addressed significantly prior to bid submission?</p>	<p>No. In the interest of fairness and competition, the demo of services prior to the official deadline for the submission of bids is not allowed.</p>
	<p>Based on experience, we recommend that the Client provide a min. 2-month pilot testing period after training and final project turnover. Consultant will provide support. Kindly confirm.</p>	<p>Two (2) months Pilot Testing may be considered or proposed by the Consultant (Bidder) in its timeline of activities but that should be included already in the total six (6) months contract. The delivery, acceptance, and payment must be completed within the 6-month contract duration.</p>
	<p>How many users are envisioned for the system?</p>	<p>At present, there more than 500 but this may expand or increase in anticipation</p>

REFERENCE	QUERY	ANSWER
		of the positions to be filled up and the possible roll-out to the Regional Offices in the future.
	Are the Contract Terms and Conditions open to negotiation during the Contract Nego stage? Or should these be raised during the pre-bid?	Yes, the contract is one of the areas that may be discussed or negotiated during the Contract Negotiation, subject to compliance with existing government procurement, budgeting, accounting, and auditing rules and regulations.
	How many days will the Client require for the review of Consultant's deliverables? This will have to be factored into to the 6-month timeline.	Standard review period will be 3 to 5 days from receipt of the Report or Request for Action.

B. On the General Conditions of the Contract (GCC) and Special Conditions of the Contract (SCC)

Clause	General Conditions and Special Conditions of Contract	Remarks
GCC 10	<p>Modification</p> <p>Unless otherwise specified in the SCC, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to GCC Clause Error! Reference source not found. hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party</p>	<p>This General Conditions of the Contract (GCC) should read as follows:</p> <p>“Unless otherwise specified in the SCC, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to GCC Clause Error! Reference source not found. hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party”</p> <p>This provision cannot be amended since this is part of the GCC provided in the standard Philippine Bidding Documents</p>
GCC 15.2	<p>Error! Reference source not found. Notices</p> <p>15.2 Notice shall be deemed to be effective as specified in the SCC.</p>	<p>This General Conditions of the Contract (GCC) should read as follows:</p> <p>“15. Notices</p> <p><i>15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party,</i></p>

Clause	General Conditions and Special Conditions of Contract	Remarks
		<p><i>either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the <u>SCC</u>.</i></p> <p>15.2 Notice shall be deemed to be effective as specified in the <u>SCC</u>.</p> <p>15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the <u>SCC</u> with respect to GCC Clause 15.2.”</p> <p>This provision cannot be amended since this is part of the GCC provided in the standard Philippine Bidding Documents.</p>
GCC 22	<p>22. Effectivity of Contract The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the SCC have been met.</p>	<p>This General Conditions of the Contract (GCC) should read as follows:</p> <p>“22. Effectivity of Contract</p> <p><i>The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the <u>SCC</u> have been met.”</i></p> <p>This provision cannot be amended since this is part of the GCC provided in the standard Philippine Bidding Documents.</p>
GCC 24	<p>24. Expiration of Contract Unless sooner terminated pursuant to GCC Clauses Error! Reference source not found. or Error! Reference source not found. hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the SCC</p>	<p>This General Conditions of the Contract (GCC) should read as follows:</p> <p>“24. Expiration of Contract</p> <p><i>Unless sooner terminated pursuant to GCC Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the <u>SCC</u>.”</i></p> <p>This provision cannot be amended since this is part of the GCC provided in the standard Philippine Bidding Documents.</p>

Clause	General Conditions and Special Conditions of Contract	Remarks
GCC 35	<p>35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity</p> <p>35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>	This provision cannot be amended since this is part of the GCC provided in the standard Philippine Bidding Documents
GCC 39.4	39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the procuring entity to be critical for the satisfactory completion of services subject to GCC Clause 55.6	This provision cannot be amended since this is part of the GCC provided in the standard Philippine Bidding Documents.

C. On the Payment of Bidding Documents

Payment for bidding documents fee may be made through bank deposit or online transfers to the DOT's account at the Development Bank of the Philippines (DBP), with details as follows:

Account Name: Department of Tourism-Regular Trust
Account No.: 00-0-05002-407-4
Bank: Development Bank of the Philippines (DBP)
Branch: F. Zobel Branch

Address: 809 J.P. Rizal corner F. Zobel St., Makati City, Philippines

A scanned copy of the proof of payment to dot.bac@tourism.gov.ph with the following details:

1. Name and Reference No. of Project
2. Date and Amount Deposited

For the guidance and information of all concerned.

27 November 2020


OIC-Usec. **ROBERTO P. ALABADO III**
BAC Chairperson 