

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition**  
**July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# ***Section I. Invitation to Bid***

## **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



**REPUBLIC OF THE PHILIPPINES  
MUNICIPALITY OF MARIVELES  
MARIVELES, BATAAN**

**INVITATION TO BID FOR  
PURCHASE OF OFFICE SUPPLIES (3<sup>RD</sup> AND 4<sup>TH</sup> QTR.  
2023)**

1. The *LGU-Mariveles*, through the *Budget of the Contract Approved by the Sanggunian of 2023* intends to apply the sum of *One Million, Three Hundred Eighty-Five Thousand, Two Hundred Ninety-Two Pesos (Php1,385,292.00)* being the ABC to payments under the contract for the *Purchase of Office Supplies (3<sup>rd</sup> & 4<sup>th</sup> qtr. 2023)*. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The *LGU-Mariveles* now invites bids for the above Procurement Project. Delivery of the Goods is required to be completed within *15 days after the receipt of Notice to Proceed*. Bidders should have completed, within *3 years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *Secretariat Office/Procurement Unit, Municipal Hall Compound Mariveles, Bataan* and inspect the Bidding Documents at the address given below during *8: 00a.m-5:00p.m., Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *August 23, 2023 until 10:00a.m. of September 12, 2023* from the given address and website(s) below and *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.

6. The ***LGU-Mariveles*** will hold a Pre-Bid Conference<sup>1</sup> on ***August 30, 2023, 10:00 a.m.*** at ***BAC Conference Room, Municipal Hall Compound Mariveles, Bataan***, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before ***12nn of September 12, 2023***. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ***ITB*** Clause 14.
9. Bid opening shall be on ***September 12, 2023.at 2:00 p.m.*** at the ***BAC Conference Room, Municipal Hall Compound***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***LGU-Mariveles*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
*Secretariat Office/Procurement Unit*  
*LGU – Mariveles*  
*Municipal Hall Compound*  
*Poblacion Mariveles, Bataan*  
*Tel. No. (047) 935-4620*  
*Email address: lgu\_bacmariveles@yahoo.com.ph*
12. You may visit the website for downloading Bidding Documents:  
***marivelesbataan.gov.ph***

*[Date of Issue]*

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***Engr. Chito L. Riego de Dios***  
***BAC, Chairperson***

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, *LGU-Mariveles* wishes to receive Bids for the *Purchase of Office Supplies (3<sup>rd</sup> and 4<sup>th</sup> Qtr. 2023)* with identification number *G2023-08-010*.

The Procurement Project (referred to herein as “Project”) is composed of *193 items*, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for the year 2023 in the amount of *One Million, Three Hundred Eighty-Five Thousand, Two Hundred Ninety-Two Pesos (Php1,385,292.00)*
- 2.2. The source of funding is:

LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
- a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least ***fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*** of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* N/A

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]*  
N/A

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **3 years** prior to the deadline for the submission and receipt of bids.

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

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 days from September 12, 2023*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit three copies of the first and second components of its Bid.

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

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

### **16. Deadline for Submission of Bids**

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

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

- 19.4. The Project shall be awarded as follows:

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

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

20.1 N/A

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Purchase and of office Supplies (3<sup>rd</sup> and 4<sup>th</sup> Qtr. 2023)</i></li> <li>b. completed within <b>3 years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.] ***N/A***</i>
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php27,705.84</b><i>[amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php69,264.6</b><i>[amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
19.3	<i>The project will be awarded by lot.</i>
20.2	N/A
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. **Scope of Contract**

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

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

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

## 2. **Advance Payment and Terms of Payment**

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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

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

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.



## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>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:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered in <b>Mariveles, Bataan</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Atty. Ace Jello C. Concepcion</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>- performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>- furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>- <b><i>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</i></b></li> </ul>

	<ul style="list-style-type: none"> <li>- 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.</li> </ul>
	<p>The Contract price for the Goods shall include the prices charge by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p><b>Spare Parts -</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within 30 days of placing the order.</p> <p><b>Packaging –</b></p> <p>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.</p>

	<p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>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.</p>
	<p>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.</p> <p>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.</p>

	<p><b>Intellectual Property Rights –</b></p> <p>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.</p>
2.2	Partial payment is not allowed.
4	The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled in the absence of the Supplier’s representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.

## *Section VI. Schedule of Requirements*

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	<i>Purchase of Office Supplies (3<sup>rd</sup> and 4<sup>TH</sup> Qtr. 2023)</i>	1 lot	<b>₱1,385,292.00</b>	15days upon receipt of the Notice to Proceed
	Specifications:			
1	CLEARBOOK, 20 transparent pockets, legal	40 pieces		
2	ERASER, plastic/ rubber	24 pieces		
3	SIGN PEN 0.5, Black, liquid or gel	374 pieces		
4	SIGN PEN 0.5, Red, liquid or gel	47 pieces		
5	WRAPPING PAPER, kraft, 50 sheets per pack	2 packs		
6	BATTERY, dry cell, size AA, Two (2) pieces per blister pack	154 packs		
7	BATTERY, dry cell, size AAA, Two (2) pieces per blister pack	138 packs		
8	BATTERY, dry cell, size D, Two (2) pieces per blister pack	25 packs		
9	INK, for stamp pad, 50mL	71 bottles		
10	PHILIPPINE NATIONAL FLAG 3X5 FT	1 piece		
11	MOUSE, OPTICAL, USB connection type	4 units		
12	STAPLE WIRE, standard	215 boxes		
13	TAPE, electrical	12 rolls		
14	TAPE, masking, 24mm / 1"	77 rolls		
15	TAPE, masking, 48 mm / 2"	37 rolls		
16	TAPE, packaging, 48 mm / brown 2"	76 rolls		

17	TAPE, transparent, 48 mm / 2"	109 rolls		
18	TWINE, plastic	1 roll		
19	RULER, plastic, 450 mm	25 pieces		
20	CLIP, backfold, 19mm / 3/4"	18 boxes		
21	CLIP, backfold, 25mm / 1"	51 boxes		
22	CLIP, backfold, 32mm / 1 1/4"	66 boxes		
23	CLIP, backfold, 50mm / 2"	71 boxes		
24	CORRECTION TAPE, 8 meters (WHITE CASE)	696 pieces		
25	CUTTER/UTILITY KNIFE, for general purpose	16 pieces		
26	DATA FILE BOX	107 pieces		
27	DATA FOLDER	30 pieces		
28	ENVELOPE, Documentary, A4, 500 pieces per box	8 boxes		
29	ENVELOPE, Documentary, legal, 500 pieces per box	9 boxes		
30	ENVELOPE, Expanding, Kraft, 100 pieces per box (legal)	11 boxes		
31	ENVELOPE, Expanding, Plastic (legal)	2 pieces		
32	ENVELOPE, Mailing, 500 pieces per box (legal)	2 boxes		
33	ENVELOPE, Mailing, with window, 500 pieces per box (legal)	6 boxes		
34	ERASER, felt, for blackboard/whiteboard	9 pieces		
35	FOLDER, Fancy with slide, A4, 50 pieces per bundle	1 bundle		
36	FOLDER, Fancy with slide, legal, 50 pieces per bundle	3 bundles		
37	FOLDER, L-type, A4, 50 pieces per pack	1 pack		
38	FOLDER, L-type, legal, 50 pieces per pack	7 packs		
39	FOLDER, pressboard, 100 pieces per box (legal)	1 box		
40	FOLDER with tab, A4, 100 pieces per pack	3 packs		
41	FOLDER with tab, legal, 100 pieces per pack	16 packs		

42	INDEX TAB, self-adhesive, transparent, 5 sets per box	5 boxes		
43	MARKER, Fluorescent, 3 colors per set	11 sets		
44	MARKER, Permanent, Black	160 pieces		
45	MARKER, Permanent, Red	93 pieces		
46	MARKER, Whiteboard, Black	146 pieces		
47	MARKER, Whiteboard, Blue	84 pieces		
48	MARKER, Whiteboard, Red	78 pieces		
49	PAPER CLIP, vinyl/plastic coated, jumbo, 50mm	131 boxes		
50	PENCIL, lead/graphite, with eraser, one (1) dozen per box	37 boxes		
51	PUNCHER, paper, heavy duty (7cm)	16 pieces		
52	RUBBER BAND No. 18, 350g	39 boxes		
53	STAMP PAD, felt	31 pieces		
54	SCISSORS, symmetrical or asymmetrical	58 pairs		
55	STAPLER, standard type	60 pieces		
56	STAPLE REMOVER, plier type	29 pieces		
57	TAPE DISPENSER, table top	22 pieces		
58	NOTE PAD, stick on, 2" x 3", 100 sheets per pad	108 pads		
59	NOTE PAD, stick on, 3" x 4", 100 sheets per pad	65 pads		
60	NOTE PAD, stick on, 3" x 3", 100 sheets per pad	83 pads		
61	NOTEBOOK, stenographer	5 pieces		
62	PAPER, MULTICOPY A4, 500 sheets per ream	259 reams		
63	PAPER, MULTICOPY LEGAL, 500 sheets per ream	278 reams		
64	PAPER, MULTIPURPOSE A4, 500 sheets per ream	376 reams		
65	PAPER, MULTIPURPOSE LEGAL, 500 sheets per ream	495 reams		
66	RECORD BOOK, 300 PAGES	78 books		
67	RECORD BOOK, 500 PAGES	50 books		

68	INK CARTRIDGE, CANON CL-741, Colored	5 carts		
69	INK CARTRIDGE, CANON CL-811, Colored	8 carts		
70	INK CARTRIDGE, CANON PG-810, Black	3 carts		
71	RIBBON CARTRIDGE, EPSON C13S015632, Black	9 carts		
72	Calculator 14 digits	8 UNITS		
73	GLUE STICK (FOR HEAVY DUTY GLUE GUN)	25 PCs		
74	SCISSORS, BIG 185MM	21 PCs		
75	BATTERY, CASIO CALCULATOR GX14B	15 PCs		
76	BALLPEN BLACK	684 PCs		
77	BALLPEN BLUE	210 PCs		
78	BALLPEN RED	88 PCs		
79	BALLPEN ASSORTED COLOR	20 PCs		
80	BALLPEN HOLDER WITH DIVIDER	5 PCs		
81	BALLPEN 0.5MM BLACK	121 PCs		
82	BALLPEN 0.5MM BLUE	23 PCs		
83	BALLPEN 0.5MM RED	10 PCs		
84	BINDER CLIP 1 1/2"	17 BOXES		
85	BINDER CLIP 1 5/8"	22 BOXES		
86	CLIP, BULLDOG 3"	34 PCS		
87	DOUBLE ADHESIVE TAPE CROCO 1"	58 ROLLS		
88	DOUBLE ADHESIVE TAPE CROCO 1/2"	32 ROLLS		
89	DOUBLE ADHESIVE TAPE CROCO 2"	15 ROLLS		
90	ENVELOPE SHORT BROWN	105 PCS		
91	ENVELOPE LONG BROWN	130 PCS		
92	ENVELOPE, PLASTIC LONG	40 PCS		
93	FASTENER PLASTIC (7CM)	116 BOXES		



94	FASTENER, PLASTIC 4 1/2"	10 BOXES		
95	FASTENER, PLASTIC 8 1/2"	7 BOXES		
96	FOLDER ARCH FILE LONG, VERTICAL, SIDE HOLE	5 PCS		
97	FOLDER ARCH FILE LONG, VERTICAL, TOP HOLE	15 PCS		
98	FOLDER EXPANDING LONG (GREEN)	238 PCS		
99	FOLDER EXPANDING SHORT (GREEN)	10 PCS		
100	FOLDER LONG BROWN	65 PCS		
101	FOLDER SHORT, BROWN	10 PCS		
102	FOLDER SHORT, WHITE	1025 PCS		
103	MOUSE PAD	6 PCS		
104	PENTEL PEN BLACK (BROAD)	77 PCS		
105	PENTEL PEN BLUE (BROAD)	10 PCS		
106	PENTEL PEN INK REFILL BLACK	7 BOTTLES		
107	PLASTIC FASTENER 6"	5 BOXES		
108	PUSH PIN, FLAT HEAD TYPE, ASSORTED COLORS, 100 PIECES PER CASE	2 BOXES		
109	RETRACTABLE BALLPEN BLACK	390 PCS		
110	SCOTCH TAPE 1"	314 ROLLS		
111	SCOTCH TAPE 1/2"	20 ROLLS		
112	SCOTCH TAPE 3"	24 ROLLS		
113	HIGHLIGHTER ASSORTED	91 PCS		
114	HIGHLIGHTER BLUE	39 PCS		
115	HIGHLIGHTER GREEN	52 PCS		
116	HIGHLIGHTER ORANGE	20 PCS		
117	HIGHLIGHTER PINK	6 PCS		
118	HIGHLIGHTER YELLOW	104 PCS		
119	STAPLE WIRE #10	5 BOXES		

120	Stapler No. 1111 #35	3 PCS		
121	STAPLER HD-50R #35 W/ REMOVER	12 PCS		
122	CERTIFICATE FOLDER PLASTIC SHORT	13 PCS		
123	DATER W/ NO RECEIVED	5 PCS		
124	DATER W/ RECEIVED	2 PCS		
125	FINE TECH PEN RT BLACK	80 PCS		
126	FINE TECH PEN RT BLUE	56 PCS		
127	ENVELOPE CLASSIC WHITE MAILING-SHORT	200 PCS		
128	FILING TRAY 3-LAYER (METAL)	5 PCS		
129	FRIXION PEN, RETRACTABLE (BLUE) .4	6 PCS		
130	FRIXION PEN, RETRACTABLE (BLUE) .5	6 PCS		
131	LEAD FOR MECHANICAL PENCIL 0.5	17 PCS		
132	MECHANICAL PENCIL	13 PCS		
133	PASTE, W/ WATER WELL AND APPLICATOR	3 PCS		
134	PLASTIC COVER (100 MICRONS - THICKNESS)	6 ROLLS		
135	RUBBER BOND SMALL #16	13 BOXES		
136	SIGN PEN , 1.0, BLACK RETRACTABLE	104 PCS		
137	SIGN PEN , 1.0, BLUE RETRACTABLE	30 PCS		
138	STAPLE WIRE ETONA 2410	3 BOXES		
139	STAPLE WIRE ETONA, 23/13 (1/2") CHISEL POINTED, 5000 STAPLES PER BOX	4 BOXES		
140	STAPLER HEAVY DUTY H4710 ETONA / KW-TRIO	1 UNIT		
141	ARROW HEAD STICKY NOTE	40 PACKS		
142	CONTINOUS FORM 3 PLY BOOK 20 11x14 7/8	6 BOXES		
143	BOND PAPER 70 GSM A4	124 REAMS		
144	BOND PAPER 70 GSM LONG	499 REAMS		
145	BOND PAPER 70 GSM SHORT	464 REAMS		

146	BOND PAPER S-16 SHORT	90 REAMS		
147	BOND PAPER S-20 A3 MAPPING PAPER	13 REAMS		
148	BOND PAPER S-20 SHORT	84 REAMS		
149	BOOK PAPER 8 1/2 X 14" COPY ONE	67 REAMS		
150	CONSTRUCTION PAPER (1COLOR/PACK) 20SHEETS/PACK (A4)	2 PACKS		
151	CONTINUOUS FORM, 1 PLY, 280X241MM/ 9.5/11 (white)	10 BOXES		
152	PHOTO PAPER 20s (A4)	15 PACKS		
153	"please sign" Sticky note 20x48mm	5 PACKS		
154	SPECIALTY BOARD 200 LONG WHITE	22 PACKS		
155	SPECIALTY BOARD 200, SHORT, LIGHT BLUE	10 PACKS		
156	SPECIALTY BOARD 200, SHORT, MINT GREEN	60 PACKS		
157	SPECIALTY BOARD 200, SHORT, WHITE	70 PACKS		
158	STICKER PAPER 20s, Glossy (A4)	28 PACKS		
159	YELLOW PAPER	14 PADS		
160	FLASH DRIVE, 32GB, USB 2.0, PLUG AND PLAY	6 PCS		
161	FLASH DRIVE, 64GB, USB 2.0, PLUG AND PLAY	4 PCS		
162	WIRELESS MOUSE	2 PCS		
163	BROTHER INK d60 BT (BLACK)	10 BOTTLES		
164	BROTHER INK 500 BT (CYAN)	8 BOTTLES		
165	BROTHER INK 500 BT (MAGENTA)	8 BOTTLES		
166	BROTHER INK 500 BT (YELLOW)	8 BOTTLES		
167	BROTHER INK 6000BT	8 BOTTLES		
168	CANON GI-790 (BK)	12 BOTTLES		
169	CANON GI-790 (C)	6 BOTTLES		
170	CANON GI-790 (M)	6 BOTTLES		

171	CANON GI-790 (Y)	6 BOTTLES		
172	INK REFILL CYAN W/ NOZZLE 100ML 4OZ. (universal)	4 BOTTLES		
173	INK REFILL MAGENTA W/ NOZZLE 100ML 4OZ. (universal)	4 BOTTLES		
174	INK REFILL YELLOW W/ NOZZLE 100ML 4OZ. (universal)	4 BOTTLES		
175	INK INK REFILL BLACK 1000ML (universal)	4 BOTTLES		
176	CANON INK REFILL BLACK W/ NOZZLE 100ML 4OZ.	4 BOTTLES		
177	CANON PIXMA 790 BLACK	2 BOTTLES		
178	EPSON CARTRIDGE RIBBON LQ 2190 SO15531	6 CARTS		
179	EPSON CARTRIDGE RIBBON LQ 310 SO15639/SO15634	90 CARTS		
180	EPSON INK REFILL 003 FOR EPSON PRINTER L3110 BLACK	237 BOTTLES		
181	EPSON INK REFILL 003 FOR EPSON PRINTER L3110 CYAN	106 BOTTLES		
182	EPSON INK REFILL 003 FOR EPSON PRINTER L3110 MAGENTA	103 BOTTLES		
183	EPSON INK REFILL 003 FOR EPSON PRINTER L3110 YELLOW	106 BOTTLES		
184	EPSON REFILL 664 INK FOR EPSON PRINTER BLACK	107 BOTTLES		
185	EPSON L1800 REFILL INK FOR EPSON PRINTER LIGHT CYAN	5 BOTTLES		
186	EPSON L1800 REFILL INK FOR EPSON PRINTER LIGHT MAGENTA	5 BOTTLES		
187	EPSON RIBBON LX310	10 PCS		
188	HP GT53 XL INK REFILL 135ML BLACK	4 BOTTLES		
189	HP GT52 XL INK REFILL 135ML CYAN	2 BOTTLES		
190	HP GT52 XL INK REFILL 135ML MAGENTA	2 BOTTLES		
191	HP GT52 XL INK REFILL 135ML YELLOW	2 BOTTLES		
192	OKI BROWN CARTRIDGE 791	12 CARTS		
193	RIBBON FOR MANUAL TYPEWRITER	15 PCS		
	***nothing follows*			

**I hereby certify to comply with all the above Schedule of Requirements.**

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NAME OF COMPANY

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ADDRESS

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SIGNATURE OVER PRINTED NAME (Duly authorized to sign the Bid)

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TELEPHONE / FAX NO.

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>
	Specifications:	
1	CLEARBOOK, 20 transparent pockets, legal	
2	ERASER, plastic/ rubber	
3	SIGN PEN 0.5, Black, liquid or gel	
4	SIGN PEN 0.5, Red, liquid or gel	
5	WRAPPING PAPER, kraft, 50 sheets per pack	
6	BATTERY, dry cell, size AA, Two (2) pieces per blister pack	
7	BATTERY, dry cell, size AAA, Two (2) pieces per blister pack	
8	BATTERY, dry cell, size D, Two (2) pieces per blister pack	



9	INK, for stamp pad, 50mL	
10	PHILIPPINE NATIONAL FLAG 3X5 FT	
11	MOUSE, OPTICAL, USB connection type	
12	STAPLE WIRE, standard	
13	TAPE, electrical	
14	TAPE, masking, 24mm / 1"	
15	TAPE, masking, 48 mm / 2"	
16	TAPE, packaging, 48 mm / brown 2"	
17	TAPE, transparent, 48 mm / 2"	
18	TWINE, plastic	
19	RULER, plastic, 450 mm	
20	CLIP, backfold, 19mm / 3/4"	
21	CLIP, backfold, 25mm / 1"	
22	CLIP, backfold, 32mm / 1 1/4"	
23	CLIP, backfold, 50mm / 2"	
24	CORRECTION TAPE, 8 meters (WHITE CASE)	
25	CUTTER/UTILITY KNIFE, for general purpose	
26	DATA FILE BOX	
37	DATA FOLDER	
28	ENVELOPE, Documentary, A4, 500 pieces per box	
29	ENVELOPE, Documentary, legal, 500 pieces per box	
30	ENVELOPE, Expanding, Kraft, 100 pieces per box (legal)	
31	ENVELOPE, Expanding, Plastic (legal)	
32	ENVELOPE, Mailing, 500 pieces per box (legal)	
33	ENVELOPE, Mailing, with window, 500 pieces per box (legal)	

34	ERASER, felt, for blackboard/whiteboard	
35	FOLDER, Fancy with slide, A4, 50 pieces per bundle	
36	FOLDER, Fancy with slide, legal, 50 pieces per bundle	
37	FOLDER, L-type, A4, 50 pieces per pack	
38	FOLDER, L-type, legal, 50 pieces per pack	
39	FOLDER, pressboard, 100 pieces per box (legal)	
40	FOLDER with tab, A4, 100 pieces per pack	
41	FOLDER with tab, legal, 100 pieces per pack	
42	INDEX TAB, self-adhesive, transparent, 5 sets per box	
43	MARKER, Fluorescent, 3 colors per set	
44	MARKER, Permanent, Black	
45	MARKER, Permanent, Red	
46	MARKER, Whiteboard, Black	
47	MARKER, Whiteboard, Blue	
48	MARKER, Whiteboard, Red	
49	PAPER CLIP, vinyl/plastic coated, jumbo, 50mm	
50	PENCIL, lead/graphite, with eraser, one (1) dozen per box	
51	PUNCHER, paper, heavy duty (7cm)	
52	RUBBER BAND No. 18, 350g	
53	STAMP PAD, felt	
54	SCISSORS, symmetrical or asymmetrical	
55	STAPLER, standard type	
56	STAPLE REMOVER, plier type	
57	TAPE DISPENSER, table top	

58	NOTE PAD, stick on, 2" x 3", 100 sheets per pad	
59	NOTE PAD, stick on, 3" x 4", 100 sheets per pad	
60	NOTE PAD, stick on, 3" x 3", 100 sheets per pad	
61	NOTEBOOK, stenographer	
62	PAPER, MULTICOPY A4, 500 sheets per ream	
63	PAPER, MULTICOPY LEGAL, 500 sheets per ream	
64	PAPER, MULTIPURPOSE A4, 500 sheets per ream	
65	PAPER, MULTIPURPOSE LEGAL, 500 sheets per ream	
66	RECORD BOOK, 300 PAGES	
67	RECORD BOOK, 500 PAGES	
68	INK CARTRIDGE, CANON CL-741, Colored	
69	INK CARTRIDGE, CANON CL-811, Colored	
70	INK CARTRIDGE, CANON PG-810, Black	
71	RIBBON CARTRIDGE, EPSON C13S015632, Black	
72	Calculator 14 digits	
73	GLUE STICK (FOR HEAVY DUTY GLUE GUN)	
74	SCISSORS, BIG 185MM	
75	BATTERY, CASIO CALCULATOR GX14B	
76	BALLPEN BLACK	
77	BALLPEN BLUE	
78	BALLPEN RED	
79	BALLPEN ASSORTED COLOR	
80	BALLPEN HOLDER WITH DIVIDER	
81	BALLPEN 0.5MM BLACK	

82	BALLPEN 0.5MM BLUE	
83	BALLPEN 0.5MM RED	
84	BINDER CLIP 1 1/2"	
85	BINDER CLIP 1 5/8"	
86	CLIP, BULLDOG 3"	
87	DOUBLE ADHESIVE TAPE CROCO 1"	
88	DOUBLE ADHESIVE TAPE CROCO 1/2"	
89	DOUBLE ADHESIVE TAPE CROCO 2"	
90	ENVELOPE SHORT BROWN	
91	ENVELOPE LONG BROWN	
92	ENVELOPE, PLASTIC LONG	
93	FASTENER PLASTIC (7CM)	
94	FASTENER, PLASTIC 4 1/2"	
95	FASTENER, PLASTIC 8 1/2"	
96	FOLDER ARCH FILE LONG, VERTICAL, SIDE HOLE	
97	FOLDER ARCH FILE LONG, VERTICAL, TOP HOLE	
98	FOLDER EXPANDING LONG (GREEN)	
99	FOLDER EXPANDING SHORT (GREEN)	
100	FOLDER LONG BROWN	
101	FOLDER SHORT, BROWN	
102	FOLDER SHORT, WHITE	
103	MOUSE PAD	
104	PENTEL PEN BLACK (BROAD)	
105	PENTEL PEN BLUE (BROAD)	
106	PENTEL PEN INK REFILL BLACK	

107	PLASTIC FASTENER 6"	
108	PUSH PIN, FLAT HEAD TYPE, ASSORTED COLORS, 100 PIECES PER CASE	
109	RETRACTABLE BALLPEN BLACK	
110	SCOTCH TAPE 1"	
111	SCOTCH TAPE 1/2"	
112	SCOTCH TAPE 3"	
113	HIGHLIGHTER ASSORTED	
114	HIGHLIGHTER BLUE	
115	HIGHLIGHTER GREEN	
116	HIGHLIGHTER ORANGE	
117	HIGHLIGHTER PINK	
118	HIGHLIGHTER YELLOW	
119	STAPLE WIRE #10	
120	Stapler No. 1111 #35	
121	STAPLER HD-50R #35 W/ REMOVER	
122	CERTIFICATE FOLDER PLASTIC SHORT	
123	DATER W/ NO RECEIVED	
124	DATER W/ RECEIVED	
125	FINE TECH PEN RT BLACK	
126	FINE TECH PEN RT BLUE	
127	ENVELOPE CLASSIC WHITE MAILING-SHORT	
128	FILING TRAY 3-LAYER (METAL)	
129	FRIXION PEN, RETRACTABLE (BLUE) .4	
130	FRIXION PEN, RETRACTABLE (BLUE) .5	
131	LEAD FOR MECHANICAL PENCIL 0.5	

132	MECHANICAL PENCIL	
133	PASTE, W/ WATER WELL AND APPLICATOR	
134	PLASTIC COVER (100 MICRONS - THICKNESS)	
135	RUBBER BOND SMALL #16	
136	SIGN PEN , 1.0, BLACK RETRACTABLE	
137	SIGN PEN , 1.0, BLUE RETRACTABLE	
138	STAPLE WIRE ETONA 2410	
139	STAPLE WIRE ETONA, 23/13 (1/2") CHISEL POINTED, 5000 STAPLES PER BOX	
140	STAPLER HEAVY DUTY H4710 ETONA / KW-TRIO	
141	ARROW HEAD STICKY NOTE	
142	CONTINUOUS FORM 3 PLY BOOK 20 11x14 7/8	
143	BOND PAPER 70 GSM A4	
144	BOND PAPER 70 GSM LONG	
145	BOND PAPER 70 GSM SHORT	
146	BOND PAPER S-16 SHORT	
147	BOND PAPER S-20 A3 MAPPING PAPER	
148	BOND PAPER S-20 SHORT	
149	BOOK PAPER 8 1/2 X 14" COPY ONE	
150	CONSTRUCTION PAPER (1COLOR/PACK) 20SHEETS/PACK (A4)	
151	CONTINUOUS FORM, 1 PLY, 280X241MM/ 9.5/11 (white)	
152	PHOTO PAPER 20s (A4)	
153	"please sign" Sticky note 20x48mm	
154	SPECIALTY BOARD 200 LONG WHITE	
155	SPECIALTY BOARD 200, SHORT, LIGHT BLUE	

156	SPECIALTY BOARD 200, SHORT, MINT GREEN	
157	SPECIALTY BOARD 200, SHORT, WHITE	
158	STICKER PAPER 20s, Glossy (A4)	
159	YELLOW PAPER	
160	FLASH DRIVE, 32GB, USB 2.0, PLUG AND PLAY	
161	FLASH DRIVE, 64GB, USB 2.0, PLUG AND PLAY	
162	WIRELESS MOUSE	
163	BROTHER INK d60 BT (BLACK)	
164	BROTHER INK 500 BT (CYAN)	
165	BROTHER INK 500 BT (MAGENTA)	
166	BROTHER INK 500 BT (YELLOW)	
167	BROTHER INK 6000BT	
168	CANON GI-790 (BK)	
169	CANON GI-790 (C)	
170	CANON GI-790 (M)	
171	CANON GI-790 (Y)	
172	INK REFILL CYAN W/ NOZZLE 100ML 4OZ. (universal)	
173	INK REFILL MAGENTA W/ NOZZLE 100ML 4OZ. (universal)	
174	INK REFILL YELLOW W/ NOZZLE 100ML 4OZ. (universal)	
175	INK INK REFILL BLACK 1000ML (universal)	
176	CANON INK REFILL BLACK W/ NOZZLE 100ML 4OZ.	
177	CANON PIXMA 790 BLACK	
178	EPSON CARTRIDGE RIBBON LQ 2190 SO15531	
179	EPSON CARTRIDGE RIBBON LQ 310 SO15639/SO15634	
180	EPSON INK REFILL 003 FOR EPSON PRINTER L3110 BLACK	

181	EPSON INK REFILL 003 FOR EPSON PRINTER L3110 CYAN	
182	EPSON INK REFILL 003 FOR EPSON PRINTER L3110 MAGENTA	
183	EPSON INK REFILL 003 FOR EPSON PRINTER L3110 YELLOW	
184	EPSON REFILL 664 INK FOR EPSON PRINTER BLACK	
185	EPSON L1800 REFILL INK FOR EPSON PRINTER LIGHT CYAN	
186	EPSON L1800 REFILL INK FOR EPSON PRINTER LIGHT MAGENTA	
187	EPSON RIBBON LX310	
188	HP GT53 XL INK REFILL 135ML BLACK	
189	HP GT52 XL INK REFILL 135ML CYAN	
190	HP GT52 XL INK REFILL 135ML MAGENTA	
191	HP GT52 XL INK REFILL 135ML YELLOW	
192	OKI BROWN CARTRIDGE 791	
193	RIBBON FOR MANUAL TYPEWRITER	
	***nothing follows***	

**I hereby certify to comply with all the above Technical Specifications.**

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NAME OF COMPANY

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ADDRESS

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SIGNATURE OVER PRINTED NAME (Duly authorized to sign the Bid)

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TELEPHONE / FAX NO.



## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (m) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

