

Republic of the Philippines DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES Visayas Avenue, Diliman, Quezon City

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT-CY 2024-2025)

Bid Ref. No. DENR-CO-2023-017

Approved Budget for the Contract: P29,710,095.97

BIDS AND AWARDS COMMITTEE

September 2023

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Visayas Avenue, Diliman, Quezon City, 1128

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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 <i>Proposal</i> and <i>Tender</i> . (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** : 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.
- **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



PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017

Approved Budget for the Contract: **P29,710,095.97**

 The Department of Environment and Natural Resources (DENR) through the 2024 National Expenditure Program (NEP) intends to apply the sum of Pesos: Twenty-Nine Million Seven Hundred Ten Thousand Ninety-Five and 97/100 (29,710,095.97) being the ABC to payments for the first year of the Multi-Year Contract for the PROCUREMENT OF JANITORIAL SERVICES FOR THE DENR-CO FOR CY 2024-2025 (MULTI-YEAR CONTRACT) under Bid Ref. No. DENR-CO-2023-017. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Below is the schedule of total approved budget allocation for this multi-year project under the Department of Budget and Management Approved Multi-Year Contractual Authority No. MYCA-BMB-E-22-0000032;

Year	Approved Budget under Multi-Year Contract (₽)
2024	34,000,000.00
2025	34,000,000.00

Once awarded, the winning bidder has the obligation to honor the succeeding year contract with DENR based on the above schedule of approved budget. The DENR reserves the right to pre-terminate contract without liability for reasons of budgetary limitations in succeeding year.

2. The DENR now invites bids for the above Procurement Project. **The Janitorial Services shall commence upon receipt of the Notice to Proceed (NTP) until 31 December 2025.** Bidders should have completed, within the last five (5) 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).

Similar project shall mean "*Procurement of Janitorial Services*".

3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*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 DENR and inspect the Bidding Documents at the address given below from Mondays to Fridays, 9:00 AM to 4:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders by requesting a copy of Order Form via email at <u>bac.co@denr.gov.ph</u> prior payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Pesos: Twenty-five thousand** (**P25,000.00**). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- 6. The **Schedule of Bidding Activities** shall be as follows:

	ACTIVITIES	DATE & TIME	VENUE/MODE
1.	Sale and Issuance of Bid Documents	9:00 AM to 4:00 PM only Mondays to Fridays Starting 28 September 2023	BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, Basement, DENR Main Bldg., Diliman, Quezon City
2.	Pre-Bid Conference	05 October 2023, (Thursday) 9:30 AM	Online via Google Meet Platform**
3.	Submission of Bid Documents	19 October 2023, (Thursday) 9:00 AM	BAC Secretariat Office, Basement, DENR Main Bldg., Visayas Ave., Diliman, Quezon City
4.	Opening of Bids	19 October 2023, (Thursday) 10:45 AM	Online via Google Meet Platform**

** Only two (2) pre-registered representatives per bidder shall be allowed to participate in the Google Meet videoconference.

- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 8. Prospective Bidders interested to join the Pre-Bid Conference and Bid Opening via Google Meet video conferencing may send request for the link thru email at <u>bac.co@denr.gov.ph</u> with the following information together with proof of identity of the attendee/s a day before the scheduled conference:

a.	Name of Project:	
b.	Bid Reference No.:	
c.	Activity:	
d.	Company Name:	
e.	Company Address:	
f.	Name of Representative/s (maximum of 2 personnel only):	i ii

g.	Email Address/es (to which all communications from the Bids and Awards Committee shall be sent):	iii
h.	Contact No/s.	
i.	Attach Scanned Copy or Photo of Identification Card (ID)	

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representative/s or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

- 9. The DENR 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.
- 10. For further information, please refer to:

Dianne G. Ibias

Head, BAC Secretariat BAC Secretariat Office, Basement, DENR Main Building, Visayas Avenue, Diliman, Quezon City Email Address: <u>bac.co@denr.gov.ph</u> Telephone/Fax No.: (02) 8926-2675

11. For downloading of Bidding Documents, you may visit: <u>https://denr.gov.ph/index.php/bid-opportunities/denr-central-office/invitation-to-bid/public-bidding</u>

27 September 2023

MARCIAL C. AMARO, JR. CESO II Assistant Secretary for International Affairs & Chairperson, Bids & Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Environment and Natural Resources-Central Office,* wishes to receive Bids for the *PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)*, with identification number *DENR-CO-2023-017*.

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot**, 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 **FY 2024** in the amount of Pesos: **Twenty-Nine Million Seven Hundred Ten Thousand Ninety-Five and 97/100 (PhP29,710,095.97)** for the 1st year of the multi-year contract.

2.2. The source of funding is NEP, National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

7.2. 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 through videoconferencing/webcasting as indicated in 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** Clause5.3 should have been completed within *the last five (5) 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 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, exwarehouse, 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 tradable 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**¹ or any form of **Bid Security** in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be **valid for one hundred twenty calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy (1) 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.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC;
- (d) bear the specific identification of this bidding process indicated in the ITB Clause 102; and bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.

¹ 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.

TO :	THE BIDS AND AWARDS COMMITTEE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
FROM :	
	(Name of Bidder in Capital Letters)
ADDRESS:	
	(Address of Bidder in Capital Letters)
PROJECT :	
BID REF NO:	
(In Capital Le	tters, Indicate the Phrase):
"DO NOT OPE	EN BEFORE:

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in 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 the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016

revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

20.1. Within a non-extendible period of **five (5) calendar days** from receipt by the Bidder of the notice from the BAC that it submitted the Lowest/Single 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



service.;

ITB

TIB Clause				
5.3	For this purpose	contracts similar to the Proj	ioct shall bo:	
5.5	For this purpose, contracts similar to the Project shall be:			
	a. " Procure	ment of Janitorial Service	s"; and	
		d within the last five (5) n and receipt of bids.	years prior to t	he deadline for the
7.1	Subcontracting is			
	•			a 19 11
12		e Goods shall be quoted mercial Terms (INCOTERN		
14.1		shall be in any of the foll Environment and Natur		
	Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₽)	Bid Security: Surety Bond (5%) (P)	Bid Securing Declaration
	29,710,095.97	594,201.92	1,485,504.80	No required Amount
19.3	Proiect will be aw	arded in one (1) lot.		
20.2	Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:			ne supplier has the
	1. Present o	original copy and certified	true copy of the	following:
	a) Reg	istration certificate from SEC, De	partment of Trade and	d Industry (DTI) for sole
	prop	prietorship, or CDA for cooperatives;		
	the	d and current Business/Mayor's Perm principal place of business of the		
	c) Vali	lusive Economic Zones or Areas; d and Current Tax Clearance per E roved by the Bureau of Internal Reve		5, as finally reviewed and
		ited Financial Statements (AFS) for (ceipt or with attached copy
		cknowledgment thru email) by the Bur authorized institutions dated CY 202		e (BIR) or its duly accredited
	e) 2022 Annual Income Tax Return and Latest Income Tax Returns per Rev Regulations 3-2005 ; Tax returns filed through the Electronic Filing and Payments Sy (EFPS). The latest income and business tax returns are those within the last six mo preceding the date of bid submission (including copy of Quarterly VAT returns ar		ling and Payments System vithin the last six months	
		esponding payments); s or Contracts for all Ongoing C	ontracts as listed per	submitted Annex I with
	corr	esponding contact details (contact pe	erson, contact number &	e-mail address);
		y/ies of POs, Contract/s or any equiv tinuous experience in providing janito		
		aple Contract between the Agency ar		
	i) Valie	d and current SSS Clearance or L	_atest Quarter Premiun	
		arance/Certificate of No Pending Cas		document with a rating of at
	leas I-A. perf	tificate of Performance Evaluation (A) t Satisfactory issued by the Largest C The certification/document must indi ormance on timely delivery, compli-	contract/s Client/s of the cate that the evaluation	bidder per submitted Annex was based on the bidder's

Bid Data Sheet

	(In case of Joint Venture between local companies, both partners must present/submit above item a. In case of foreign partner, must present/submit Corporate Financial Statement or Annual Report.)
	2. Submit original copy of the following:
	a) Company Profile (per Annex VIII) and Company printed brochure highlighting the following information:
	 i. Name of Clients; ii. Number of years serving each client; iii. Amount of contract and corresponding number of personnel deployed; and iv. Organizational Chart
	b) Vicinity map/location of the business;
	c) Training Certificates of the Janitorial Supervisor for the following:
	i. Housekeeping NCII; and ii. Supervisory Training
	 Solid Waste Management Plan pursuant to R.A. No. 9003 including energy and resource conservation measures such as but not limited to:
	 Basic waste segregation, including submission of monthly reports. Regular and periodic check-up of the building and utilities (e.g. lights and water) to avoid wastage and other circumstances. Reporting leakages and wastage.
	e) Submit a Housekeeping Plan including the following parts:
	 <i>i.</i> Preface (submission statement duly signed by the bidder or authorized representative; <i>ii.</i> Purpose; <i>iii.</i> Housekeeping measures, including Solid Waste Management Plan in line with the implementation of DENR Environment Management System (EMS) Program pursuant to RA No. 9003 or the "Ecological Solid Waste Management Act"; <i>iv.</i> Employees' handbook with Company policies and disciplinary measures. <i>v.</i> Qualifications of the supervisor and assistant supervisor; and <i>vi.</i> Selection process for hiring Janitorial Personnel including qualification parameters. f) Continuing manpower development plan to enhance capability and upgrade skills of janitor/janitress, including but not limited to: personality development, good housekeeping, etc.;
	(In case of Joint Venture, both partners must present/submit items a and b.)
	 Present original copy of the End-User's Acceptance or Official Receipt/Sales Invoice/Collection Receipt/s relative to Single Largest Completed Contract per submitted Annex I-A.
	4. Submit certified true copies of the Eligibility, Technical and Financial Documents in two (2) sets, marked as "COPY 1" and "COPY 2"
	 Submit digital/scanned copy of the Eligibility, Technical, Financial and Post- qualification documents stored in Universal Serial Bus (USB) flash drive.
	Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Supplier for award.
21.2	Within ten (10) calendar days from receipt of Notice of Award, successful Bidder shall post the required performance security, sign and date the contract and return it to DENR.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

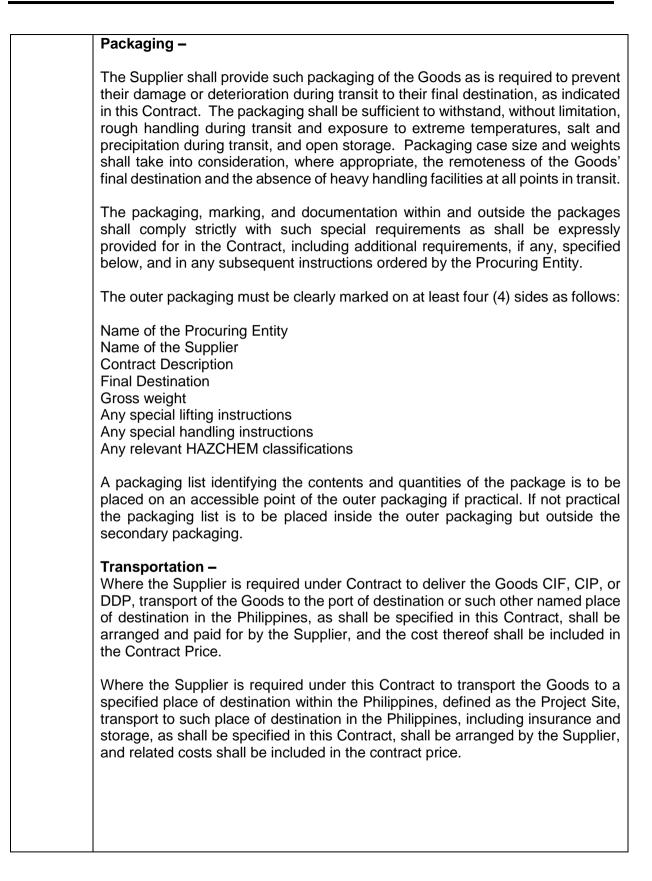
The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents – For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are delivered <i>in the Philippines</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:
ENGR. GUILLERMO V. ESTIPONA, JR. OIC-Chief General Services Division Department of Environment and Natural Resources Tel. No.: (02) 248-3367 loc 1041	
	 Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.



	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payment shall be made upon submission of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations.
4	Applicable inspection and testing shall be conducted by the Inspection and Pre- Acceptance Committee of the Department.

Section VI. Schedule of Requirements

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Instruction to Bidders:

<u>Please fill up the form accordingly and sign the Bidder's</u> <u>Undertaking. Failure to conform will result in a rating of</u> <u>"FAILED".</u>

A. TERMS OF REFERENCE as of 22 September 2023

Department of Environment and Natural Resources (DENR) Visayas Avenue, Diliman, Quezon City

Terms of Reference THE PROCUREMENT OF MULTI-YEAR CONTRACT FOR JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES CENTRAL OFFICE (DENR-CO) FROM CY 2024 TO CY 2025 (as of 22 September 2023)

1. RATIONALE

The Department of Environment and Natural Resources (DENR), in its daily operations, needs to maintain order and cleanliness of its properties and facilities, ensuring an uninterrupted, economical, effective and efficient delivery of services to its clients. Hence, the DENR Central Office has secured a Multi-Year Contractual Authority No. MYCA-BMB-E-22-0000032 dated 10 June 2022 by the Department of Budget and Management (DBM) for the project *Procurement of Multi-Year Contract for Janitorial Services for the Department of Environment and Natural Resources Central Office (DENR-CO)*.

The Department intends to utilize the sum of **Twenty-nine million seven hundred ten thousand ninety-five pesos and ninety seven centavos (₱29,710,095.97)** for the first year of implementation of the Multi-year Contract, which shall commence upon the receipt of the Notice to Proceed (NTP) to 31 December 2025.

2. QUALIFICATION OF PROSPECTIVE BIDDERS IN ADDITION TO THE MINIMUM QUALIFICATION SET BY RA NO. 9184

- a) At least five (5) years experience in providing janitorial services, within which three (3) years continuous experience for the past five (5) years;
- b) Must submit a Housekeeping Plan to include the following parts:
 - (1) Preface (submission statement duly signed by the bidder or authorized representative;
 - (2) Purpose;
 - (3) Housekeeping measures, including Solid Waste Management Plan in line with the implementation of DENR Environment Management System (EMS) Program pursuant to RA No. 9003 or the "Ecological Solid Waste Management Act";
 - (4) Employees' handbook with Company policies and disciplinary measures.
 - (5) Qualifications of the supervisor and assistant supervisor; and
 - (6) Selection process for hiring Janitorial Personnel including qualification parameters.

Item	Activity	Frequency (Minimum Requirements)
A.	Janitorial Services	
1.	Sweep, mop with disinfectant cleaners, spot scrub, and polish all floors, stairways, pavements, corridors, lobbies, elevators, entrance/exit walkways, storage areas and waiting areas	Daily or as needed

3. SCOPE OF SERVICE

Terms of Reference: Janitorial Services Page 1 of 11

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2.	Vacuum clean all carpets/rags and wipe, dust and polish; and clean and disinfect light switches, door knobs, doors and door frames, glass panels/windows/doors	Daily or as needed
3.	Clean, sanitize/disinfect and deodorize toilets and washrooms (toilet bowls, toilet seats, urinals, lavatories, handrails, other fixtures, walls and floors)	Once every hour o as necessary
4.	Clean and sanitize conference rooms	Before and after every use
5.	Take care of indoor plants, which include watering, taking them out for sunlight and trimming	Daily
6.	Collect, pick-up trash, segregate and transfer waste properly at the Material Recovery Facility in accordance with DENR rules and regulations	Daily or as needed
7.	Keep free from obstructions all roads, parking areas, exit and entrance gates, hallways, lobbies, entrances and exits, stairways and emergency exits	As needed
8.	Switch off all lights when not in use and immediately report damaged equipment/furniture in their areas	Daily or as needed
9.	Sweep all ground, parking and road areas of leaves and other debris	Daily or as needed
10.	Sort, organize and properly record all wastes stored at the MRF using the EMS forms of DENR	Daily
11.	Water, trim and cultivate all ornamental plants	Twice a day or as needed
12.	Inspect surroundings and report any risks or hazards to GSD (dried branches, oil leaks, potholes, pests breeding area)	Daily or as needed
13.	General cleaning of all buildings, include wash, scrub, re-wax and polish all floors, hallways and stairs	Weekly (Saturdays or Sundays as needed)
14.	Power wash and scrub all exterior walls, pathways and roads	Weekly (Saturdays or Sundays as needed)
15.	Thoroughly deep clean, disinfect and sanitize toilets, washrooms and lavatories	Weekly (Saturdays or Sundays as needed)
16.	Trim garden plants and trees	Weekly (Saturday, or Sundays as needed)

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17.	Clean interior walls, ceiling, lights and overhead fixtures, which include removal of cobwebs, dust and stains	Weekly (Saturdays or Sundays as needed)
18.	Thoroughly clean glass windows/doors, including window panels venetian blinds and drapes	Weekly (Saturdays or Sundays as needed)
19.	Clean, wax and polish office furniture and fixture, counters, except those items or equipment that require specialized maintenance	Weekly (Saturdays or Sundays as needed)
20.	Clean and polish all metal signs, handrails, signage on the walls, bulletin boards and other wall hangings and fire extinguishers	Weekly (Saturdays or Sundays as needed)
21.	Spray with insecticide and/or disinfect areas that are infested with pests and insects	Weekly (Saturdays or Sundays as needed)
22.	Sweep, clean and remove dirt, leaves and debris in roof decks, ledges, canopies and roof tops	Weekly (Saturdays or Sundays as needed)
23.	Perform other duties as may be requested by the Director for Administrative Service and the Chief, GSD	As needed
B.	Miscellaneous Services	
1.	Assist the DENR personnel (carpenter and plumber) in carpentry and plumbing works when necessary	As needed
2.	Assist the DENR electrician and technician in performing repairs as may be assigned	As needed
3.	Assist in carrying, hauling and transport of office furniture, fixtures and equipment	As needed
4.	Provide assistance during meetings, conferences and other events of DENR such as, but not limited to, clean-up drives, DENR Anniversary, Year-End Assessment and such	As needed
5.	Provide housekeeping services at the DENR Hostel such as, but not limited to, changing of beddings, draperies and such	Daily
6.	Assist the Motor pool Section in cleaning, washing and vacuuming government vehicles	As needed
7.	Perform compound-wide general cleaning including common areas (i.e. social hall, grounds, gardens, multi-purpose hall) to be participated by all janitorial personnel regardless of the area of assignment	Weekly or as needed

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8.

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

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Provide additional response and/or services within capacity during emergencies or crisis situation (i.e. disinfection during pandemic, marshaling during earthquakes)

As needed

4. OBLIGATIONS OF THE WINNING JANITORIAL SERVICE PROVIDER

- a) Provide, assign and designate one hundred (100) janitors/janitress, which includes one (1) Supervisor and one (1) Assistant supervisor, on an 8-hour basis, six days a week, from Monday to Saturday excluding Holidays and Sundays (313 days/year) on a continuing service within the contract period. The Supervisor shall be responsible in monitoring the cleanliness of the compound and shall receive instructions from the Director for Administrative Service and Chief, General Services Division, on the implementation of the terms and conditions of the Contract. The janitors/janitress shall be provided with identification cards and uniforms that shall be used/worn at all times while performing their duties;
- b) Provide additional or reduce the number of janitors/janitress as may be directed by DENR through a written notice from the Director for Administrative Service under the same terms, conditions and rate of compensation set forth in the contract of service;
- c) Deploy well-trained and thoroughly screened janitors/janitress, physically and mentally fit as supported by an updated medical certificate with Neuro-Psychiatric exam, drug test and valid NBI clearance;
- d) Provide training on proper housekeeping, cleaning, use of janitorial equipment, basic customer service, and disaster preparedness. The supervisor must have an additional TESDA certification for Housekeeping NC II and supervisory related training/s;
- e) Rotate, reassign, suspend, terminate or impose disciplinary measures on erring janitors/janitress based on the validated complaints submitted and upon written request of the Director Administrative Service. Replacement/movement/termination of assigned janitors/janitress should not be done or effected without prior written notice to the DENR at least thirty (30) days prior to the intended action of the Janitorial Agency, unless for justifiable or legal cause/s, which requires submission of a report of the action taken at least one (1) day after the incident;
- f) Ensure strict compliance of its workers with DENR rules and regulations and avoid activities that disrupt the discharge of function (i.e. unnecessary use of gadgets, playing);
- g) Hold DENR free from any liability from acts of its janitors/janitress that cause damage of whatever nature to DENR employees and properties or to any third party and their properties; and be responsible for any loss or damage to DENR property due to gross negligence or deliberate act of janitorial personnel, the amount of loss or damage shall be deducted from the bill;
- h) Hold DENR free from any action or liability arising from any claims of janitors/janitress and other personnel employed by the Janitorial Agency for benefits under the Labor Code of the Philippines. Any increase in wage, social security

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contributions, or any similar payments as may be imposed by law or competent authority shall be subject to the availability of savings and upon showing of actual payment made to their employees. There shall be no employer-employee relationship between DENR and the janitors/janitress and other personnel employed by the Janitorial Agency;

- i) Substitute equipment/tools/supplies of equal value/price upon a written request from the Director for Administrative Service subject to the conditions stated in item 5b of this TOR;
- j) Provide brand new, eco-friendly equipment, tools and cleaning supplies specified in Section 6 of this TOR, which shall be presented to GSD and the Inspection and Pre-Acceptance Committee (IPC) for inventory and monitoring purposes, and shall turn over to GSD the said items for safekeeping. All items shall be within the standards set by the agencies regulating the products (i.e. FDA, DTI and DENR). Damaged or irreparable Equipment and Cleaning and Gardening Tools shall be replaced by the Service Provider without additional cost to DENR. Delivery dates of these items shall be the following:

Particulars	Delivery Date
A. Equipment (Start of Contract)	Upon assumption of duty
B. Cleaning and gardening tool (Yearly)	Upon assumption of duty and Fifteen (15) days prior to the succeeding year
C. Monthly supplies	Upon assumption of duty and three (3) days prior to the start of the month
D. Quarterly supplies	Upon assumption of duty and three (3) days prior to the start of the quarter
E. Personal Protective Equipment	Upon assumption of duty
Damaged equipment and tools	Two (2) working days

Any delay in the delivery of the Equipment, Tools and/or Cleaning Supplies shall be subject to liquidated damages in accordance with R.A. 9184.

- k) Ensure the payment of wages on a regular schedule every 15th and 30th of each month and other benefits in accordance with the existing wage law and provisions of the Labor Code and their implementing rules and regulations;
- Submit on or before the 5th day of the succeeding month proof of compliance with legal requirements on the payment of salaries, remittances and taxes, as well as the agency's monthly performance/accomplishment report, and secure a "Certificate of Acceptance." These documents shall serve as a prerequisite for payment for every billing period;

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- m) Ensure appropriate response to situations that require immediate assistance, in any form, to its employees during national emergency or crisis situations, without any additional cost to DENR; and
- n) Subject its janitors/janitress to health and safety protocols, including COVID-19 prevention and control measures, as may be required by the Government or the Department. Only vaccinated personnel with two booster shots shall be deployed.

5. OBLIGATIONS OF DENR

- a) Process payments of actual janitorial services rendered within fifteen (15) working days upon receipt of the following documents:
 - i) Statement of Account
 - ii) Daily Time Record
 - iii) Summary of Daily Time Record (generated from Biometric Timekeeping System)
 - iv) Payroll
- b) The GSD shall conduct monthly inspections and require immediate replacement of defective janitorial equipment; and if necessary, recommend in writing to the Director for Administrative Service for approval, for the substitution of excessive, or has become unnecessary, stock of equipment/tools/supplies for any other item included in Item 6 of this TOR, or any other item necessary for the cleaning and beautification of the compound, that has an equal value/price. The approved recommendation shall be given one (1) month prior to its implementation, which shall be upon mutual agreement with the Service Provider;
- c) Conduct "Quarterly performance evaluation" to assess the quality of work of the Janitorial Agency and determine compliance with the terms and conditions of the contract;
- Request for replacement of any janitors/janitress in cases of unsatisfactory performance and/or other valid causes as determined by proper authority by notifying in writing the Janitorial Agency;
- e) Terminate the contract in case of gross violation thereof by means of a written notice to the Agency at least thirty (30) calendar days prior to the date of such proposed termination;
- f) The General Services Division shall check all equipment, tools, supplies and materials presented by the Janitorial Service Provider upon the implementation of the contract; conduct inventory and safekeeping of equipment, tools and supplies turned over by the Service Provider, and subsequently issue the necessary Certificate of Acceptance as basis for final payment to the said Service Provider; and
- g) Before the end of each year, the DENR through the Director for Administrative Service shall conduct an assessment or evaluation of the performance of the service provider to determine whether to continue or pre-terminate the contract for failure by the service provider to perform its obligations following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No.018-2004 dated 22 December 2004.

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6. MINIMUM REQUIREMENT OF BRAND NEW EQUIPMENT, SUPPLIES, TOOLS TO CARRY OUT THE PROPOSED JANITORIAL SERVICES WITHIN THE CONTRACT PERIOD IN ACCORDANCE WITH THE SPECIFIED DELIVERY TERMS:

	PARTICULARS	QTY/UNIT	
А.	A. EQUIPMENT (DURATION OF CONTRACT)		
1	16" Heavy Duty Floor Polisher	6 units	
2	Wet and Dry Vacuum Cleaner	6 units	
3	Hand Carried, Gas Fueled Bush Cutter	2 units	
4	Rolling Bin	8 units	
5	Lawn Mower	1 unit	
6	Aluminum Ladder		
	a. Six (6) feet	3 units	
	b. Ten (10) feet	2 units	
	c. Extension Ladder (30 ft.) (heavy duty)	2 units	
7	Garden Bin	10 units	
8	Garden Hose (50 meters each)	10 units	
9	Heavy duty shovel	10 pcs.	
10	Rake	10 pcs.	
11	Push Cart (Steel 4'x 6'x 2)	4 units	
12	Janitorial Cart (Rubber Wheel)	4 units	
13	Pressure Washer with nozzle (heavy duty)	2 units	
14	Portable Pressure Washer	2 units	
15	Portable vacuum cleaner (for computers and other office equipment and furniture)	10 units	
16	Two (2) liter capacity Diffuser/Humidifier	5 sets	
17	Handheld Radio	3 units	
18	Biometric Time Keeping System	1 set	
19	Chainsaw, gas or electric, 18" (45-cm) minimum with chainsaw replacement chain with valid and applicable permits	1 set	
20	Heavy-duty safety harness with lanyard and metal buckle	4 sets	

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21	Tree climbing spike set with safety belt	4 sets	
В.	CLEANING AND GARDENING TOOLS (YEARLY)		
1	Trowel	14 pcs.	
2	Street Broom	30 pcs.	
3	Wheelbarrow	4 units	
4	Scaffolding including the plate	6 sets	
5	Mop squeezer	10 units	
6	Mop Handle	15 units	
7	Segregate garbage bins (4 units per set)	10 sets	
8	Bolo (heavy duty)	5 pcs.	
9	Garden Scissor with extended handle	3 pcs.	
10	Pick mattock	4 pcs.	
11	Waste Can (Medium Size)	25 pcs.	
12	Three-arm Whirling Sprinkler	10 units	
13	Water Pail	50 pcs.	
14	Dust Pan	45 pcs.	
15	Axe 4''x 24''	3 pcs.	
16	Outdoor anti-slip rubber matting (Size: 1.2m x 10m, Color: Gray)	4 pcs.	
C.	MONTHLY SUPPLIES		
1	Liquid Wax	5 gallons	
2	Air Freshener	40 tubes	
3	Disinfectant	15 cans	
4	Bleaching Agent (Blossom Fresh ColorSafe)	20 gallons	
5	Bleaching Agent (Original 6 in 1)	20 gallons	
6	Mop Head	25 pcs.	
7	Deodorant cake	135 pcs.	
8	Muriatic Acid	24 gallons.	
9	Tissue paper (2-ply) made from 100% recycled materials	500 pcs.	

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10	Garbage Bag (XXL) (100pcs/pack) (biodegradable)	10 packs	
11	Reusable Rags	50 bundles	
12	Non-toxic Insecticide (Big)	30 tubes	
13	Hand Spray	20 pcs.	
14	Soft broom	50 pcs.	
15	Powdered soap	30 kgs.	
16	Scrubbing Pads	5 pcs.	
17	Carpet Shampoo	5 gallons	
18	Glass Cleaner	5 gallons	
19	All purpose cleaner	20 gallons	
20	Air freshener Lemon	10 gallons	
21	Fabric Conditioner	5 gallons	
22	Liquid Hand Soap	10 gallons	
23	Hand broom (made from Tiger Grass)	25 pcs.	
24	Black doormat	3 meters	
25	Dust mop (36 inches)	2 pcs.	
26	Glass wiper	4 pcs.	
27	Furniture wax	3 gallons	
D.	D. QUARTERLY SUPPLIES/MATERIALS		
1	Push Brush	20 pcs.	
2	Toilet Brush	35 pcs.	
3	Ceiling Brush	5 pcs.	
4	Stick Broom	10 pcs.	
5	Door Mat	35 pcs.	
6	Spatula w/handle 4"	5 pcs.	
7	Hand Brush	35 pcs.	
8	Polishing Pad	10 pads	
9	One (1) liter Aroma Oil (Bamboo Scent)	10 pcs.	

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E. PERSONAL PROTECTIVE EQUIPMENT (START OF CONTRACT)			
1	Reusable Hand Gloves	100 pairs	
2	Helmet (Gardeners)/Head Gear	10 pcs.	
3	Safety Shoes (Light duty)	10 pairs	
4	Rubber Boots	10 pairs	
5	Raincoat	10 pairs	
nothing follows			

7. DEPLOYMENT OF JANITORS/JANITRESS:

Area	No. of Janitors	Shift
Janitorial Services Supervisor	1	7:00am to 4:00pm
Assistant Supervisor	1	9:00am to 6:00pm
Main Building First Floor (incl. elevators, stairs, lobby)	10	7:00am to 4:00pm
Main Building Second Floor (incl. social hall)	10	7:00am to 4:00pm
Main Building Third Floor	8	7:00am to 4:00pm
Main Building Fourth Floor	4	7:00am to 4:00pm
Main Building Fifth Floor	6	7:00am to 4:00pm
Main Building Sixth Floor	5	7:00am to 4:00pm
Main Building Basement (incl. gym, stockrooms and warehouse)	10	7:00am to 4:00pm
Annex Bldg.	5	7:00am to 4:00pm
UNDP, PEMSEA and Employee's Welfare Bldg.	3	7:00am to 4:00pm
Secal Bldg (FASPS and RBCO)	5	7:00am to 4:00pm
Multi-Purpose Building/Library	3	7:00am to 4:00pm
Hostel	4	7:00am to 4:00pm
Bulwagan Ninoy	2	7:00am to 4:00pm

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Grounds and Gardening (Parking lots, road and MRF area)	23	7:00am to 4:00pm	
TOTAL NUMBER	100		

Note: 1. Specific area of assignment shall be provided to the winning bidder.

- 2. Some may be required to report from 8:00am to 5:00pm or 9:00am to 6:00pm.
- 3. Personnel may be temporarily reassigned to other areas as the need arises.

8. ADDITIONAL DOCUMENTARY REQUIREMENTS FOR POST **QUALIFICATION PURPOSES:** 9.

- 9.1. Company profile and track record highlighting the following information:
 - 9.1.1. Name of clients
 - 9.1.2. Number of years serving each client
 - 9.1.3. Amount of contract and corresponding number of personnel deployed
- 9.2. Sample contract between the Agency and its personnel to be deployed.
- 9.3. Continuing manpower development plan to enhance capability and upgrade skills of janitors/janitress, including but not limited to: personality development, good housekeeping, etc.
- 9.4. Training certificates of the Janitorial Supervisor for the following:
 - 9.4.1. Housekeeping NC II; and
 - 9.4.2. Supervisory training.
- 9.5. Solid waste management plan pursuant to R.A. No. 9003 or the "Ecological Solid Waste Management Act" including energy and resource conservation measures such as but not limited to:
 - 9.5.1. Basic waste segregation, including submission of monthly reports.
 - 9.5.2. Regular and periodic check-up of the building and utilities (e.g. lights and water) to avoid wastage and other circumstances.
 - 9.5.3. Reporting leakages and wastage.

Prepared by:

JR. R. GUILLERMO

OIC-Chief, General Services Division

Submitted By:

RODANDOR. CA TRO

Director, Administrative Service



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B. Other Requirements

- 1. Bidder has no overdue deliveries or unperformed services intended for DENR.
- 2. Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS/SERVICES subject of the bid.

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Section VII. Technical Specifications

(page 1 of 1)

Technical Specifications

Instruction to Bidders: Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".

Project Requirements	*Bidder's Statement of Compliance
Procurement of Janitorial Services for the DENR-CO (Multi-Year Contract – CY 2024-2025)	

I hereby certify to comply with the above Technical Specifications.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

*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 Bidders 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 provisions of ITB a(ii) and/or GCC Clause (iii).

Section VIII. Checklist of Technical and Financial Documents

	DENR BIDS AND AWARDS COMMITTEE CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS									
Projec	Project: PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT O ENVIRONMENT AND NATURAL RESOURCES – CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT-CY 2024-2025)									
Bid Re	d Ref. No. DENR-CO-2023-017									
APPRO	APPROVED BUDGET FOR THE CONTRACT: P29,710,095.97									
ENVEL	OPE 1: TECHNICAL COMPONENT									
	CLASS "A" DOCUMENTS									
A. <u>LEC</u>	GAL DOCUMENTS									
	 (a) Valid and current Certificate of PhilGEPS Registration (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR (pursuant to GPPB Resolution No. 15-2021, dated 14 October 2021); 									
В. <u>ТЕ</u>	CHNICAL DOCUMENTS									
	(b) Statement 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 (per Annex I);									
	 (c) Statement of the Bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (per Annex I-A) Similar in nature shall mean "Procurement of Janitorial Services." Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A: i) Copy of End User's Acceptance; or ii) Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s 									
	 (d) Original Bid Security must be issued in favor of the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms: Project ABC Bid Security: Cash, Cashier's/ Guarantee, Irrevocable Letter of Credit (2%) (P) Original Bid Securing Declaration (P) Original Bid Security: 59,710,095.017 594,201.92 1,485,504.80 No required Amount Bid Securing Declaration per Annex II; The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance company is specifically authorized to issue surety bonds. For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond, the following must be stated/specified in the Bid Security pursuant to Section III, ITB Clause 18.5, to wit: 									

 The following are the grounds for forfeiture of Bid Security IF A BIDDER: Withdraws its bid during the period of bid validity. Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184. Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof. Submission of eligibility requirements containing false information or falsified documents. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. Allowing the use of one's name, or using the name of another for purposes of public bidding. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. Refusal to clarify or validate in writing its bid during post-qualification. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons. IF THE SUCCESSFUL BIDDER: fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184; or
(e) Conformity with Schedule of Requirements and Technical Specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents.
 (f) Original duly signed Omnibus Sworn Statement in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as Annex III with attached Proof of Authority of the bidder's authorized representative/s: i. FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Notarized Special Power of Attorney. ii. FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized Secretary's Certificate evidencing the authority of the designated representative/s. Note: Should there be more than one (1) appointed authorized representatives, use the word <u>"any of the following"</u> or <u>"OR"</u>, otherwise, all authorized representatives must sign/initial the bid submission IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.

C. <u>FIN</u>	ANCIAL DOCUMENTS									
	 (g) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per Annex IV). The NFCC computation must at least be equal to the ABC of this project. The detailed computation using the required formula must be provided. <u>OR</u> Original copy of Committed Line of Credit (CLC) per Annex IV-A issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project. <u>In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u> 									
	Class "B" Document: (For Joint Venture)									
	 If applicable, For Joint Ventures, Bidder to submit either: (i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or (ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex V) signed by 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 and must be in accordance with Section 23.1 (b) of the IRR In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)] (h) The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex V) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture. 									
ENVEL	OPE 2: FINANCIAL COMPONENT									
	Completed and signed Financial Bid Form. Bidder must use, accomplish and submit the following: (a) Bid Form (Annex VI); (b) Detailed Financial Breakdown (Annex VI-A); and (c) Detailed Breakdown for Various Supplies and Equipment (Annex VI-B) The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted. Further, the sum of bids indicated in the Detailed Financial Breakdown per Annex VI-A and Detailed Financial Breakdown for Various Supplies and Equipment per Annex VI-B must be equal to the signed and submitted Bid Form per Annex VI.									

Section IX. Prescribed/Sample Forms

Annex I

(Bidder's Company Letterhead)

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017 Approved Budget for the Contract – #29,710,095.97

Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any, within the Last Three (3) Years

NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S
			TOTAL				

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Annex I-A

(Bidder's Company Letterhead)

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017 Approved Budget for the Contract – #29,710,095.97

Statement of Single Largest Completed Contract of Similar Nature within the Last Five (5) Years from date of submission and receipt of bids

Single completed contract of similar nature amounting to at least fifty percent (50%) of the ABC;

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	SALES INVOICE/OFFICIAL RECEIPT NO./COLLECTION RECEIPT NO.& DATE <u>OR</u> END USER'S ACCEPTANCE DATE <u>(Please attach)</u>

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Annex II

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017 Approved Budget for the Contract – #29,710,095.97

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

BID-SECURING DECLARATION

To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration¹, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1, and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to the other legal action the government may undertake.
- 3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Jurat]

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



Annex III

(Page 1 of 2)

OCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMEN AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017

Approved Budget for the Contract – P29,710,095.97

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

- 3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

Annex III (Page 2 of 2)

6. Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the following obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of faud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 3154 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20_ at ____, Philippines.

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

[Jurat]

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

Annex IV

(Bidder's Company Letterhead)

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017 Approved Budget for the Contract – #29,710,095.97

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (Please show figures at how you arrived at the NFCC)

Our **Net Financial Contracting Capacity (NFCC)** which is at least equal to the total ceiling price we are bidding is computed as follows:

~	1	Oursent Accests	D
CA	=	Current Assets	P
LESS			-
CL	=	Current Liabilities	₽
		Sub-total 1	₽
			X 15
		Sub-total 2	P
LESS			-
С	=	Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₽
NET	FIN	ANCIAL CONTRACTING CAPACITY	₽

Name & Signature of Authorized Representative

Position / Date

Notes:

- The phrase "the values of the bidder's Current Assets and Current Liabilities" refers to the values of the current assets and liabilities reflected in the submitted Annual Income Tax Return and Audited Financial Statements filed through BIR's Electronic Filing and Payment System (eFPS).
- 2) The value of all outstanding or uncompleted contracts refers to those listed in Annex I
- 3) The detailed computation using the required formula must be shown as provided above.
- 4) The NFCC computation must at least be equal to the sum of ABC of the project.

Sample Form

Annex IV-A

(BANK'S LETTERHEAD)

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

DENR Main Building, DENR Compound Visayas Avenue, Diliman, Quezon City

Contract/Project :	
Company/Firm :	
Address :	
Bank/Financing Institution :	
Address :	
Amount :	

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the <u>(Supplier/Distributor/Manufacturer/Contractor)</u>, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned Contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the <u>(Supplier/Distributor/Manufacturer/Contractor)</u> of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance of DENR authorized representative/s.

This Certification is being issued in favor of said <u>(Supplier/Distributor/Manufacturer/Contractor)</u> in connection with the bidding requirement of the Department of Environment and Natural Resources for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of the Department of Environment and Natural Resources.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred by:

Name and Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Official Designation

[Jurat]

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



Annex V (Page 1 of 2)

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017 Approved Budget for the Contract – #29,710,095.97

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This PROTOCO	L/UNDER1		FAGREEME	ΝΤ ΤΟ	ENTER	INTO JO	DINT
VENTURE,	executed	by:				а	sole
proprietorship/p	artnership/c	corporation	n duly organiz	zed an	d existing	g under	and
by virtue of	the laws	of the	Philippines,	with	offices	located	d at
		,			., repres	ented h	erein
by its		,				, herein	after
referred to as ".			",				
		-and-					

								а		ę	sole
pro	prietors	hip/p	artne	rship/c	orpo	oratior	n duly organiz	ed an	d existin	g under	and
by	virtue	of	the	laws	of	the	Philippines,	with	offices	located	at
					,				., repres	ented he	rein
refe	erred to	as ".					".				

For submission to the **Bids and Awards Committee** of the **Department of Environment and Natural Resources**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Department of Environment and Natural Resources** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **DENR BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).



Annex V (Page 2 of 2)

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by DENR of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DENR under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of DENR.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1's Representative/Authorized Signatory

JV Partner 2's Representative/Authorized Signatory

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



Annex VI (page 1 of 2)

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017

Approved Budget for the Contract – **P**29,710,095.97

Bid Form

To: **DENR Bids and Awards Committee DENR-Central Office** DENR Main Building, DENR Compound,

Visayas Avenue, Diliman, Quezon City

Gentlemen and/or Ladies:

I/We, having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin, *if any*, the receipt of which is hereby acknowledge, I/We, the undersigned offer to *supply/deliver/perform the following* in conformity with the said PBDs for the sum specified in the table below or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this bid. The total bid price includes the cost of all applicable taxes, which are itemized herein or in the Price Schedules.

Description	Qty./ Unit	ABC (P)	Financial Bid (P)
Procurement of Janitorial Services for the DENR-CO for 2024 (Multi-Year Contract – CY 2024-2025)	1 lot	29,710,095.97	
TOTAL BID PRICE (Amount in Words):			

Note: Please indicate <u>"0" or "-</u>"for item/s offered for free to the DENR. Incomplete financial proposal shall be considered non-responsive and thus, automatically disqualified in accordance with Section 32.2.1 (a) of the 2016 Revised IRR of RA 9184.

If our Bid is accepted, we undertake:

- a. to deliver the goods or service on accordance with the delivery schedules specified in the Schedule of Requirements of the PBDs;
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs ;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain biding upon us at any time before the expiration of that period.

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

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

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



Annex VI (page 2 of 2)

The undersigned is authorized to submit the bid on behalf of the company as evidences by the attached Secretary's Certificate/Board of Resolution/Special Power of Attorney.

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

Name of Company (in print)

Signature of Company Authorized Representative

Name &Legal Capacity (in print)

Duly Authorized to sign for and behalf of:

Annex VI-A (page 1 of 1)

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017

Monthly Cost Distribution per Janitorial Services for the Department of Environment and Natural Resources

DETAILED FINANCIAL BREAKDOWN

(The Sum of the Total Contract Amount must be equal to the Bid Form per Annex VI)

I.	LABOR COST	Amount in PhP
τοτ	 Basic Salary (DW x No. of days/year/12) 13th Month Pay (DW x 365/12/12) 5 Days Incentive Leave (DW x 5/12) Legal Holiday Premium (DWx 10/12) Employees Contribution SSS (Employer's Share) (MSC x 9.5%) Philhealth (MBS x 4.5%/2) PAG-IBIG Fund ECC LABOR PER MONTH/JANITOR 	
II.	 ADMINISTRATIVE OVER HEAD (Not less than 10%) A. 10% total contract cost DOLE DO No. 18-A 2011 Section 9(b)(ii) B. Cost of Supplies/Materials for the Service 	
III.	12% VAT	
	Rate per Janitor/Janitress TOTAL CONTRACT AMOUNT (Rate per Janitor x 100 x 12 months)	

Notes:

1. Please indicate <u>"0" or "-"</u>for item/s offered for free to the DENR. Incomplete financial proposal shall be considered non-responsive and thus, automatically disqualified in accordance with Section 32.2.1 (a) of the 2016 Revised IRR of RA 9184.

2. Rounding off of digits applies only to the centavo part which is nearest to the hundredths place (two decimal places).

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Annex VI-B

(page 1 of 4)

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025)

Bid Ref. No. DENR-CO-2023-017

DETAILED FINANCIAL BREAKDOWN FOR VARIOUS SUPPLIES AND EQUIPMENT

		MINIMUM REQUIREMENTS		
	PARTICULARS	Qty./ Unit	Unit Price (PhP)	Total (PhP)
A. E	QUIPMENT (DURATION OF CONTRACT)			
1	16" Heavy Duty Floor Polisher	6 units		
2	Wet and Dry Vacuum Cleaner	6 units		
3	Hand Carried, Gas Fueled Bush Cutter	2 units		
4	Rolling Bin	8 units		
5	Lawn Mower	1 unit		
6	Aluminum Ladder			
	a) Six (6) feet	3 units		
	b) Ten (10) feet	2 units		
	c) Extension Ladder (30ft) (heavy duty)	2 units		
7	Garden Bin	10 units		
8	Garden Hose (50 meters each)	10 units		
9	Heavy Duty Shovel	10 pcs.		
10	Rake	10 pcs.		
11	Push Cart (Steel 4'x 6'x 2)	4 units		
12	Janitorial Cart (Rubber Wheel)	4 units		
13	Pressure Washer with nozzle (heavy duty)	2 units		
14	Portable Pressure Washer	2 units		
15	Portable vacuum cleaner (for computers and other office equipment and furniture)	10 units		
16	Two (2) liter capacity Diffuser/Humidifier	5 sets		
17	Handheld radio	3 units		
18	Biometric Time Keeping System	1 set		
19	Chainsaw, gas or electric, 18" (45-cm) minimum with chainsaw replacement chain with valid and applicable permits	1 set		
20	Heavy-duty safety harness with lanyard and metal buckle	4 sets		
21	Tree climbing spike set with safety belt	4 sets		
			SUBTOTAL A:	

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

Annex VI-B

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		(page 2 of 4)		
	PARTICULARS	Qty./ Unit	Unit Price (PhP)	Total (PhP)
В. С	CLEANING AND GARDENING TOOLS (YEAR	LY)		
1	Trowel	14 pcs.		
2	Street Broom	30 pcs.		
3	Wheelbarrow	4 units		
4	Scaffolding including the plate	6 sets		
5	Mop squeezer	10 units		
6	Mop Handle	15 units		
7	Segregate garbage bins (4 units per set)	10 sets		
8	Bolo (heavy duty)	5 pcs.		
9	Garden Scissor with extended handle	3 pcs.		
10	Pick mattock	4 pcs.		
11	Waste Can (Medium Size)	25 pcs.		
12	Three-arm Whirling Sprinkler	10 units		
13	Water Pail	50 pcs.		
14	Dust Pan	45 pcs.		
15	Axe 4"x 24"	3 pcs.		
16	Outdoor anti-slip rubber matting (Size: 1.2m x 10m, Color: Gray)	4 pcs.		
		•	SUBTOTAL B:	
C. N	IONTHLY SUPPLIES			
1	Liquid Wax	5 gals.		
2	Air Freshener	40 tubes		
3	Disinfectant	15 cans		
4	Bleaching Agent (Blossom Fresh ColorSafe)	20 gals.		
5	Bleaching Agent (Original 6 in 1)	20 gals.		
6	Mop Head	25 pcs.		
7	Deodorant cake	135 pcs.		
8	Muriatic Acid	24 gals.		
9	Tissue paper (2-ply) made from 100% recycled materials	500 pcs.		
10	Garbage Bag (XXL) (100pcs/pack) (Biodegradable)	10 packs		
11	Reusable Rags	50 bundles		
12	Non-toxic Insecticide (Big)	30 tubes		
13	Hand Spray	20 pcs.		
14	Soft broom	50 pcs.		
15	Powdered soap	30 kgs.		
16	Scrubbing Pads	5 pcs.		

Annex VI-B

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		м	MINIMUM REQUIREMENTS		
	PARTICULARS		Unit Price (PhP)	Total (PhP)	
С. М	ONTHLY SUPPLIES (Cont)				
17	Carpet Shampoo	5 gals.			
18	Glass Cleaner	5 gals.			
19	All-purpose cleaner	20 gals.			
20	Air freshener Lemon	10 gals.			
21	Fabric Conditioner	5 gals.			
22	Liquid Hand Soap	10 gals.			
23	Hand broom (made from Tiger Grass)	25 pcs.			
24	Black doormat	3 meters			
25	Dust mop (36 inches)	2 pcs.			
26	Glass wiper	4 pcs.			
27	Furniture wax	3 gals.			
			SUBTOTAL C:		
D. Q	UARTERLY SUPPLIES/MATERIALS				
1	Push Brush	20 pcs.			
2	Toilet Brush	35 pcs.			
3	Ceiling Brush	5 pcs.			
4	Stick Broom	10 pcs.			
5	Door Mat	35 pcs.			
6	Spatula w/ handle 4"	5 pcs.			
7	Hand Brush	35 pcs.			
8	Polishing Pad	10 pads			
9	One (1) liter Aroma Oil (Bamboo Scent)	10 pcs.			
	SUBTOTAL D:				
E. PERSONAL PROTECTIVE EQUIPMENT (START OF CONTRACT)					
1	Reusable Hand Gloves	100 pairs			
2	Helmet (Gardeners)/Head Gear	10 pcs.			
3	Safety Shoes (Light duty)	10 pairs			
4	Rubber Boots	10 pairs			
5	Raincoat	10 pairs			
			SUBTOTAL E:		

Annex VI-B

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SUMMARY		
PARTICULARS	AMOUNT (in PhP)	
A. EQUIPMENT (Duration of Contract) (Subtotal A)		
B. CLEANING AND GARDENING TOOLS (Yearly) (Subtotal B)		
C. MONTHLY SUPPLIES (Subtotal C x 12 months)		
D. QUARTERLY SUPPLIES/MATERIALS (Subtotal D x 4 quarters)		
E. PERSONAL PROTECTIVE EQUIPMENT (START OFCONTRACT) (Subtotal E)		
TOTAL SUPPLIES AND EQUIPMENT COST		

Notes:

- The above particulars must be delivered to the Supply Management Section-Property and Supply Management Division (SMS-PSMD) for verification purposes and must be turned over to the General Services Division (GSD) in coordination with the Property Management Section (PMS)-PSMD upon termination of contract for proper inventory and accounting.
- 2) Please indicate <u>zero (0) or dash (-)</u> for items offered for free to the DENR, except those requirement by law or regulations to be provided for. Incomplete proposal shall be considered non-responsive and thus, automatically disqualified in accordance with Section 32.2.1(a) of the 2016 Revised IRR of RA 9184
- 3) Rounding off of digits applies only to the centavo part which is nearest to the hundredths place (two decimal places).

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Annex VII

(BIDDER'S CLIENT'S COMPANY LETTERHEAD)

CERTIFICATE OF PERFORMANCE EVALUATION

[To be issued by the <u>**Bidder's Client</u>** specified in Annex I-A (Single Largest Completed Contract) on the performance of the product supplied / delivered by the prospective bidder]</u>

This is to certify that <u>(NAME OF BIDDER)</u> has supplied our company/agency with <u>(Name of Product/s)</u>. Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give <u>(NAME OF BIDDER)</u> a rating of:



This Certification shall form part of the Post-Qualification Documentary Requirements in line with <u>(Name of Bidder)</u> participation in the bidding for the **PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025)**

Issued this _____ day of _____ 2023 in _____, Philippines

Name of Company (Bidder's Client)

Address

Full Name of Authorized Representative

Signature of Authorized Representative

Tel. No./Fax

E-mail Address

Annex VIII

(Bidder's Company Letterhead)

PROCUREMENT OF JANITORIAL SERVICES FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - CENTRAL OFFICE (DENR-CO) (MULTI-YEAR CONTRACT - CY 2024-2025) Bid Ref. No. DENR-CO-2023-017 Approved Budget for the Contract – #29,710,095.97

COMPANY PROFILE			
COMPANY NAME	:		
ADDRESS			
HEAD OFFICE	:		
BRANCH	:		
TELEPHONE NUMBER/S			
HEAD OFFICE	:		
BRANCH	:		
FAX NUMBER/S			
HEAD OFFICE	:		
BRANCH	:		
E-MAIL ADDRESS/ES	:		
NUMBER OF YEARS IN BUSINESS	:		
NUMBER OF EMPLOYEES			
LIST OF MAJOR STOCKHOLDERS	:		
LIST OF BOARD OF DIRECTORS	:		
LIST OF KEY PERSONNEL (NAME &			
DESIGNATION WITH SIGNATURE)			
AS AUTHORIZED CONTACT			
PERSONS FOR THIS PROJECT			
[at least THREE (3)]			

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position