



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
 GENERAL SOLANO STREET, SAN MIGUEL, MANILA

SUPPLEMENTAL/BID BULLETIN (SBB) NO. 1

This SBB No. 1 dated October 26, 2021 for the Project, “Janitorial Manpower Services,” is issued to clarify, modify or amend items in the Bidding Documents. Accordingly, this shall form an integral part of said Documents.

PARTICULARS	AMENDMENTS/CLARIFICATIONS
<p>Section VII. Technical Specifications</p> <p>Annex “A” (Detailed Technical Specifications)</p> <p style="text-align: center;">xxx</p> <p>4.0 General Conditions</p> <p style="text-align: center;">xxx</p> <p>(g) The Contractor shall have no previous record on delinquency on payment of Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund or <i>Pagtutulungan sa Kinabukasan: Ikaw, Bangko, Industriya at Gobyerno</i> (Pag-IBIG) and Employees Compensation Commission (ECC) premiums and shall secure and submit clearance certificates from the foregoing agencies three (3) calendar days from the receipt of the Notice to Proceed.</p> <p style="text-align: center;">xxx</p> <p>6.0 Performance Review and Assessment</p> <p style="text-align: center;">xxx</p> <p>(b) Further, conduct a mid-term assessment or evaluation of the performance of the Contractor. Based on its assessment, the DBM may terminate the contract for failure of the Contractor to perform its obligations thereon.</p>	<p>Section VII. Technical Specifications</p> <p>Annex “A” (Detailed Technical Specifications)</p> <p style="text-align: center;">xxx</p> <p>4.0 General Conditions</p> <p style="text-align: center;">xxx</p> <p>(g) The Contractor shall have no previous record on delinquency on payment of Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund or <i>Pagtutulungan sa Kinabukasan: Ikaw, Bangko, Industriya at Gobyerno</i> (Pag-IBIG) and Employees Compensation Commission (ECC) premiums and shall secure and submit clearance certificates from the foregoing agencies three (3) calendar days from the receipt of the Notice to Proceed.</p> <p><i>(Note: The sequence of succeeding items shall be adjusted accordingly)</i></p> <p style="text-align: center;">xxx</p> <p>6.0 Performance Review and Assessment</p> <p style="text-align: center;">xxx</p> <p>(b) Further, THE AS SHALL CONDUCT a mid-term assessment or evaluation of the performance of the Contractor. Based on its assessment, the DBM may terminate the contract for failure of the Contractor to perform its obligations thereon.</p>

Attached is the Revised Annex “A” (Detailed Technical Specifications) (Revised) which should be used as part of the Bidding Documents to be submitted by the bidders.

Queries:

1. Reconsideration is requested as to the period provided for the submission of clearance certificates enumerated in item 4.0 (g) of the Detailed Technical Specifications (DTS) since the pandemic makes it harder for bidding janitorial agencies [or simply “bidders”] to obtain these certifications. Moreover, in lieu of said certifications/clearance, may the agencies submit instead the receipts of what they have paid for the purpose?

2. In the Statement of Single Largest Completed Contract (SLCC), it seems that there are contracts similar to janitorial manpower services that include consumables. Will they be considered as similar contracts and accepted as SLCC?

3. Will the DBM-BAC accept a bid that has an administrative fee that is less than 10% of the total contract cost?

Clarifications:

1. Per this SBB, such requirement is already deleted from the DTS. Please be reminded, however, that item 5.0 (a) of the DTS requires the Contractor to submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts, prescribed reports stamped received by the SSS, Pag-IBIG, PhilHealth, and ECC as proof of remittances of employer’s and employee’s contributions to said government agencies.

The bidders should use the Revised Annex “A” attached herewith.

2. If the contract for janitorial manpower services forms part of a bigger project, only the cost component of the janitorial manpower services shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC to determine compliance with the SLCC requirement. For example, a bidder whose completed similar contract for janitorial services included consumables, the cost of such consumables shall be excluded to allow a comparative analysis of bids for purely janitorial manpower services.

3. The administrative fee should be compliant with Section 9 (b) ii of Department of Labor and Employment Department Order No. 18-A ¹ which provides that “**Section 9. Required contracts under these Rules.** – xxx The Service Agreement shall include the following:
xxx ii. The place of work and terms and conditions governing the contracting arrangement, to include the agreed amount of the services to be rendered, **the standard administrative fee of not less than ten percent (10%) of the total contract cost** (emphasis supplied).

¹ Rules Implementing Articles 106 and 109 of the Labor Code, As Amended

<p>4. In case of a tie between or among bids, what is the tie-breaking method to be used to break the tie?</p>	<p>In this regard, the Bid Form in the Bidding Documents for the Project contains a notation that <i>“Salaries/wages, other benefits, and administrative and operating overhead shall be in accordance with the prevailing laws, rules and regulations”</i>.</p> <p>Hence, a bid that is not compliant with the above-mentioned DOLE requirement, contrary to the condition in the Bid Form of the Bidding Documents prescribing that the salaries/wages, other benefits, and administrative and operating overhead shall be in accordance with the prevailing laws, rules and regulations, shall be deemed as not addressing or providing all of the required items in the Bidding Documents, and shall be considered non-responsive and, thus, automatically disqualified pursuant to Section 32.2.1 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.</p> <p>4. In case of a tie and two or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and non-discriminatory such that the same is based on sheer luck or chance.²</p> <p>As a matter of information to the prospective bidders, the DBM-BAC has determined to use the method of a “raffle,” wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar unmarked papers, and will be folded and placed in a container.</p> <p>Thereafter, a DBM-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be considered as the winning LCRB and awarded the contract. The second drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked.</p> <p>In case of the failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in</p>
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² Section 3.2 of Appendix 11 (Tie-Breaking Method) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184

	Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to Proceed has been issued.
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Other matters:

- The “No Contact Rule” shall be strictly observed. Bidders are not allowed to call or talk to any member of the DBM-BAC, its Technical Working Group or Secretariat effective November 3, 2021 right after the opening of bids.
- For guidance and information of all concerned.

JANET B. ABUEL

Undersecretary

Chairperson, DBM-BAC

**Detailed Technical Specifications
(Revised)**

1.0 Provision of Janitorial Personnel

- a. The Contractor shall provide fifty-four (54) janitorial personnel, including one (1) working Janitorial Supervisor who will be assigned to monitor and supervise janitorial attendants, who:
 - i. are of good moral character and without criminal or police records;
 - ii. are fit to work, as evidenced by a medical certificate issued within the last two (2) months (specify that the janitorial personnel is fit to work);
 - iii. tested negative in the RT-PCR test for COVID-19; and
 - iv. underwent basic housekeeping training.
- b. The Contractor shall submit within three (3) calendar days from receipt of Notice to Proceed the employee file of each janitorial personnel with complete attachments, such as but not limited to, resume, training certificate/s, government mandated clearances, medical certificate, and negative RT-PCR test result issued not earlier than 3 calendar days from deployment to the DBM.
- c. The Contractor shall assign a Roving Supervisor from its own account, separate from the working Janitorial Supervisor, to monitor the performance of the janitorial attendants and handle the consolidation of daily timecards periodically in preparation for the monthly billing to the DBM.
- d. The janitorial personnel shall perform the following:
 - i. Maintain the cleanliness and orderliness of the office premises in accordance with the Service Standards and Conditions and the **Housekeeping Plan to be submitted by the Contractor during contract implementation**, taking into account the following:
 - 1. protection of DBM properties from damage or destruction in connection with the janitorial activities rendered;
 - 2. preservation of confidentiality of DBM records; and
 - 3. proper collection and disposal of garbage.
 - ii. Miscellaneous Services to be performed whenever required (i.e., logistical assistance during meetings and conferences; hauling of office furniture, fixtures and equipment; and other errands within DBM premises).

2.0 Provision of Cleaning Tools and Equipment

The Contractor shall provide, at the minimum, the following cleaning tools and equipment which are brand new or in good condition:

Quantity	Equipment/tools
9 units	Heavy-duty floor polisher, size 16
9 units	Mop wringer/squeezer
20 sets	Glass squeegee
4 units	Heavy-duty vacuum cleaner (wet and dry)
6 units	Stainless step ladder, 6 ft
2 units	Stainless step ladder, 14 ft
8 units	Heavy duty pushcart (big)
3 units	Heavy duty garbage buggy
16 units	Floor warning sign
32 pcs	Putty knife
2 units	Wheelbarrow
2 pcs	Grass cutter
2 sets	Garden tools (cultivator, weeder, transplanter, rake and trowel)
2 sets	Garden hose, 100 meter/set

3.0 Service Standards and Conditions

Deployed janitorial personnel shall be professional, courteous and sensitive to the client's needs at all times. The expected service standards and conditions are as follows:

- a. Office Areas
 - i. All surfaces, fixtures and fittings should be free from dust, stains and debris
 - ii. All waste receptacles empty

NOTE: Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned.

- b. Washroom and Toilets Areas
 - i. All surfaces, fixtures and fittings should be free from dust, stains and debris
 - ii. All sanitary fittings should be free from grime, dirt and smear
- c. Each area shall be cleaned to the service specification as detailed but not limited in the table below:

COVERAGE	DESCRIPTION OF TASK	FREQUENCY*
OFFICES/ RECEPTION AREAS/ HALL AND STAIRWAYS	Empty waste bins and wash out, if required	Daily
	Water indoor plants	Daily
	Bring out indoor plants	Once a week
	Machine scrub and buff hard floors	Once a week
	Wipe/clean window shades; clean inside windows; clean door jams/balusters/ handrails; clean glass walls/ partitions	Once a week
	Machine scrub and buff hard floors	Once a week

	Remove cobweb (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month
	Dust Mop/Spot Mop/Buff the floors;	As necessary**
OFFICE SPACES	Damp wipe office tables and chairs	Daily
	Damp wipe office equipment i.e. computer screens, keyboards, calculator; telephone, desk lamp, filing cabinets, etc.	Daily
	Remove cobweb (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month
	Dust mop/spot mop/buff floors	As necessary**
MULTIPURPOSE HALL/ CONFERENCE ROOMS/ LIBRARY/	Empty paper/waste bins, wash out if required	Daily
	Damp dust tabletops, re-arrange chairs	Daily
	Machine scrub and buff hard floors	Thrice a week
	Wipe/clean window shades, inside windows, door jambs, glass walls / partitions	Once a week
	Remove cobwebs on ceiling, lighting fixtures, etc.	Once a month
	Wash walls, windowsills, surrounds and other vertical ledges with dirt and stain marks	Once a month
	Wet clean, dust and vacuum upholstered furniture	Once a month
	Dust mop/spot mop/buff floors	As necessary**
WASHROOMS AND TOILETS	Mop clean, disinfect and dry floor	As necessary**
	Wash, clean and disinfect urinals and toilet bowls	As necessary**
	Empty and wash waste bins	As necessary**
PANTRY	Damp wipe and polish with dry cloth the refrigerator, oven, etc.	Thrice a week
	Disinfect floors, pantry sink and pantry cabinets	Once a week
	Dust mop/spot mop the floors, pantry sink, and pantry cabinets	As necessary**
MULTIPURPOSE BUILDING/ GYM	Clean bleachers and shower room	Daily
	Clean and remove dusts from equipment, handrails and stairways	Daily
RECORDS AREA/ STOCKROOMS	Clean the floor and remove dusts from equipment and files	Once a week
DBM GROUNDS	Clear rubbish from path walks, driveways, parking areas, park, etc.	Daily
	Water outdoor plants	Twice Daily
	Trimming of plants	Twice a month or as necessary
	Machine scrub and buff hard floors	Once a week

DBM ARCACHE BUILDING (common areas only)	Wipe/clean window shades; clean inside windows; clean door jams/balusters/ handrails; clean glass walls/ partitions	Once a week
	Machine scrub and buff hard floors	Once a week
	Remove cobweb (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month
	Dust Mop/Spot Mop/Buff the floors;	As necessary**

Note:

* Frequency - may be changed during the contract implementation, upon the instruction of the head of the Administrative Service.

** As necessary - means to be checked at least once a day and cleaned if necessary.

4.0 General Conditions

- a. The deployed personnel shall work eight (8) hours a day, six (6) days a week from Monday to Saturday. However, the personnel may be requested to provide assistance outside the regular working hours or during weekends or holidays, upon the written approval of the Chief of the AS-General Services Division (GSD) or his/her duly authorized representative.
- b. The DBM has the right to effect changes in the assignment/deployment of the janitors at any time during the contract period through a written notice to the Contractor. Likewise, the DBM may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such an event, any corresponding adjustment in the cost shall not exceed the contract price.
- c. The Contractor shall not reshuffle personnel without the prior clearance/approval of the AS-GSD which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of disciplinary action toward the personnel of the Contractor, the AS-GSD shall cooperate with the Contractor or vice versa by means of mutual consultation.
- d. The Contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- e. The Contractor agrees that the DBM, through the AS-GSD, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.
- f. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the laws, rules and regulations. The Contractor shall provide the Janitorial personnel their monthly pay slip containing the necessary information on it. The Contractor shall comply with the laws governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Contractor.

- g. The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.
- h. The Contractor shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.
- i. The Contractor shall have ten (10) relievers for the DBM available at any time to take over in case some regular personnel are absent at no extra cost to the Department. No trainees shall be allowed as a reliever even if they are allowed and identified as such. Said relievers shall be required to submit negative COVID-19 RT-PCR test within three (3) days before the takeover.
- j. The Contractor shall ensure the confidentiality of information.

5.0 Payment Terms

- a. The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts, prescribed reports stamped received by SSS, PhilHealth, Pag-IBIG, and ECC as proof of remittances of employer's and employees' contributions for SSS, PhilHealth Pag-IBIG and ECC premiums of the Janitorial personnel assigned to the DBM only and the monthly checklist within five (5) calendar days after every month/cut off.
- b. The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.

6.0 Performance Review and Assessment

- a. The Contractor shall undergo a periodic review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the DBM during the contract period.
- b. Further, the AS shall conduct a mid-term assessment or evaluation of the performance of the Contractor. Based on its assessment, the DBM may terminate the contract for failure of the Contractor to perform its obligations thereon.