

Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 023, Series of 2020

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
JANITORIAL SERVICE FOR THE NATIONAL PRIVACY COMMISSION**

WHEREAS, the National Privacy Commission (NPC), approved its CY 2020 Annual Procurement Plan (APP) which includes the procurement of janitorial services under APP Item Number 2020-0116;

WHEREAS, the procurement of janitorial services is hinged on Sec. 5(h) of Republic Act No. 9184 (R.A. 9184), otherwise known as Government Procurement Reform Act, providing for the procurement of goods, including general support services needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, including non-personal or contractual services, such as, janitorial and related or analogous services;

WHEREAS, Section 53.9 of the Implementing Rules and Regulations (IRR) of R.A. 9184 recognizes Small Value Procurement (SVP) as a mode of procurement for goods where the amount does not exceed One Million Pesos (Php1,000,000.00);

WHEREAS, the NPC Bids and Awards Committee (NPC-BAC) Secretariat posted on 2 June 2020 the Request for Quotations (RFQs) in the Philippine Government Electronic Procurement System (PhilGEPS), the NPC website and bulletin board, and sent RFQs through electronic mail to various suppliers;

WHEREAS, upon the deadline for submission of quotations on 10 June 2020, the NPC-BAC Secretariat opened the quotations received and proceeded to evaluate the compliance of the offers against the necessary legal, technical and financial requirements;

WHEREAS, based on the results of the evaluation, a copy of which is herein attached as Annex "A", the NPC-BAC determined that *One Merit Global Janitorial Services, Inc.* which quoted the bid price amounting to Five Hundred Thirty-eight Thousand One Hundred Eighty and 80/100 (Php538,180.80) as the lowest calculated and responsive bidder;

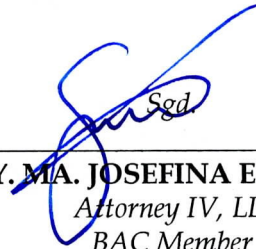
NOW, THEREFORE, for and in consideration of the foregoing, **WE**, the members of the NPC-BAC, hereby **RESOLVE**, as it is hereby **RESOLVED** to recommend the award of contract for the procurement of janitorial services for NPC in the total amount of Five Hundred Thirty-eight Thousand One Hundred Eighty and 80/100 (Php538,180.80) to *One Merit Global Janitorial Services, Inc.*

RESOLVED this 11 June 2020, through videoconference meeting.

ATTEST:


Sgd.

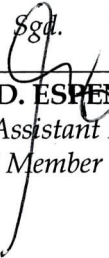
ATTY. ERLAINE VANESSA D. LUMANOG
Attorney IV, PRD, PPO
BAC Member


Sgd.

ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member


Sgd.

JONATHAN RUDOLPH Y. RAGSAG
OIC-CHIEF, DSTSD
BAC Member


Sgd.

ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member


Sgd.

MARIA DELIA S. PRESQUITO
OIC-Director, FAO
BAC Vice Chairperson


Sgd.

ATTY. JOHN HENRY D. NAGA
Deputy Privacy Commissioner
BAC Chairperson

Approved:


Sgd.

RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman
Head of the Procuring Entity

Date: JUN 11 2020






ABSTRACT OF QUOTATIONS


Project: Janitorial Services		Approved Budget for the contract: 600,000.00		Eligibility Requirements										Compliance with Technical Specifications	Bid Price	Remarks
Reference: APP Item No. 2020-0116		PhilGEPS Reference No.: 7020242		Mayors/ Business Permit	Professional License	PhilGEPS Reg. Number	PCAB License (Infra)	NFCC (Infra)	Income Tax Return	Omnibus Sworn Statement						
No.	Qty.	Unit	Description	Supplier	Mayors/ Business Permit	Professional License	PhilGEPS Reg. Number	PCAB License (Infra)	NFCC (Infra)	Income Tax Return	Omnibus Sworn Statement					
1	1	lot	Janitorial Services	OMNIVOWY, INC.	FAILED	N/A	FAILED	N/A	N/A	FAILED	FAILED	FAILED- No bid submitted	-	FAILED*		
2	1	lot	Janitorial Services	TDEVS SERVICES, INC.	FAILED	N/A	FAILED	N/A	N/A	FAILED	FAILED	FAILED- No bid submitted	-	FAILED*		
2	1	lot	Janitorial Services	CLEANERMAN, INC.	FAILED	N/A	FAILED	N/A	N/A	FAILED	FAILED	FAILED- No bid submitted	-	FAILED*		
2	1	lot	Janitorial Services	DEARJOHN SERVICES, INC.	FAILED	N/A	FAILED	N/A	N/A	FAILED	FAILED	FAILED- No bid submitted	-	FAILED*		
2	1	lot	Janitorial Services	ONE MERIT GLOBAL JANITORIAL SERVICES INCORPORATED	COMPLIED	N/A	COMPLIED	N/A	N/A	COMPLIED	COMPLIED	COMPLIED	538,180.80	PASSED		
3	1	lot	Janitorial Services	J/A CLEANWELL MAINTENANCE SERVICES, INC.	COMPLIED	N/A	COMPLIED	N/A	N/A	COMPLIED	COMPLIED	COMPLIED	587,340.06	PASSED		

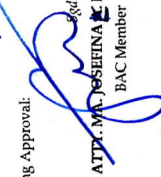
In the evaluation of the herein offers, with the evaluation of the NPC-Bids and Awards Committee, and the preference of the End-user considered, we hereby recommend the award to the lowest calculated and responsive bidder:


Approved
 Disapproved

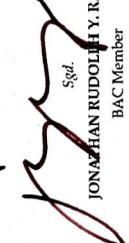
ONE MERIT GLOBAL JANITORIAL SERVICES INCORPORATED


Prepared by:  EDNA VILLAHERMOSA
 BAC Secretariat, Member


Reviewed by:  MARIA DONABELLA A. TAVORA
 BAC Secretariat, Head


Recommending Approval:  ATTY. MA. JOSEFINA MENDOZA
 BAC Member

 ATTY. ERLAINE VANEZA D. LUMANOG
 BAC Member

 ATTY. ERHAN RUDOLPH Y. RAGSAG
 BAC Member

 JOHN HENRY D. NAGA
 BAC Chairperson

 MARIA DELIA S. PRESQUITO
 BAC Vice Chairperson

 ERWIN D. ESPENILLA
 BAC Member

Note:
 *The bidder failed to submit its quotation



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: June 11, 2020

Mr. Dennis R. Mescallado
Marketing Manager
One Merit Global Janitorial Services, Inc.
2 Xavierville Avenue, cor. Pajo Street
Loyola Heights, Quezon City

Dear Mr. Mescallado:

Please be advised that upon the recommendation of the National Privacy Commission- Bids and Awards Committee, the contract for the procurement of Janitorial Services amounting to FIVE HUNDRED THIRTY EIGHT THOUSAND ONE HUNDRED PESOS AND 80/100 ONLY (Php538,180.80), VAT inclusive, is awarded to ONE MERIT GLOBAL JANITORIAL SERVICES consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.


Very truly yours,



RAYMUND E. LIBORO

Privacy Commissioner
Head of the Procuring Entity

Conforme:



Mr. Dennis R. Mescallado
One Merit Global Janitorial Services, Inc.

Date: June 11, 2020

JANITORIAL SERVICES AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 11 June 2020 by and between:

National Privacy Commission, a national government agency created by virtue of Republic Act No. 10173 or the "Data Privacy Act of 2012", with office address at the 5th Floor, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its Privacy Commissioner RAYMUND ENRIQUEZ LIBORO (hereinafter referred to as the NPC/CLIENT),

and

One Merit Global Janitorial Services, Inc., a corporation duly registered with the Securities and Exchange Commission with principal office and place of business at 12 Xavierville Ave, Quezon City, 1108 Metro Manila, herein represented by its Marketing Manager, DENNIS MESCALLADO, and hereinafter referred to as the "Service Provider".

WHEREAS, NPC and the Service Provider shall hereafter be referred to collectively as the Parties;

WHEREAS, NPC is in need of a general support services provider to maintain the sanitation and cleanliness of its office premises;

WHEREAS, the Service Provider, representing itself to have the requisite governmental permits, licenses, and the necessary expertise, experience, and resources, has proposed to undertake all that which is necessary for completing the services;

WHEREAS, on 11 June 2020 the Head of the Procuring Entity approved the NPC-BAC Resolution No. 023-2020, Recommending the Award of Contract for Janitorial Services¹;

WHEREAS, on 11 June 2020, the Head of the Procuring Entity issued the Notice of Award to One Merit Global Janitorial Services²;

WHEREAS, NPC, subject to the terms, conditions, and specifications hereinafter contained, has accepted the Service Provider's offer;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and conditions herein contained and other good and valuable considerations, the parties hereto mutually agree as follows:

- I. **SCOPE OF WORK:** The Service Provider shall perform and provide any and all that is necessary to carry out the Services, including, manpower, supervision and management, tools, equipment, supplies, and other materials necessary to complete the same. The details of the services, scope of work, duties and responsibilities, among others, appear in the attached Terms of Reference, herein attached as Annex "A", which forms an integral part hereof.

To accomplish the work described in herein, the Service Provider obligates itself to undertake the following general operation plan:

¹ NPC-BAC Resolution No. 023-2020 dated 11 June 2020

² Notice of Award dated 11 June 2020

A. DAILY ROUTINE OPERATIONS

1. Sweeping, mopping, spot scrubbing and polishing of all floors of NPC offices but not limited to the main lobby, entrance/ exit areas, hallways/ corridors, stairways, and comfort rooms, shall be serviced continuously to guarantee cleanliness.
2. Cleaning, sanitizing of toilets and restrooms with the use of effective disinfecting chemicals/ cleaning materials on the wash basins, urinals and toilet bowls;
3. Dusting, damp wiping, polishing and cleaning of surfaces of all glass tops, inside windows, pieces of furniture, sills, walls, and other partitions of the building that require daily attention
4. Cleaning of trash receptacles in all rooms/ offices;
5. Sweeping of cobwebs on walls and ceilings;
6. Cleaning of electric fans, refrigerators, lighting casings, window blinds, drinking water dispensers, shelves or filing cabinet
7. Collecting and disposing of all trash, waste and debris from the general area of responsibility;
8. Other services within NPC offices and main road areas which may be assigned by the NPC management from time to time within the scope of janitorial services;

B. WEEKLY/ PERIODIC OPERATIONS

1. Washing, stripping of floors, re waxing and polishing of floors;
2. Washing of windows, doors, screens, window panels, ledges and all vents;
3. Removing of cobwebs and washing of walls;
4. General cleaning of premises, waxing and polishing of office furniture and fixtures, counters and others, except items or equipment that require specialized maintenance services; and
5. Shampooing and vacuum cleaning of rugs and carpets
6. Controlling/ maintaining the grass weeds within the general area of responsibility, through periodic trimming;

C. MONTHLY PERIODIC OPERATIONS

1. Thorough and/ or general cleaning, sanitizing and disinfecting of all offices of NPC.

II. SPECIFIC UNDERTAKINGS: The Service Provider shall provide a total of four (4) qualified and skilled personnel experienced in general cleaning and maintenance of public office with the specified qualifications indicated in Annex "A".

The Service Provider shall render eight (8)-hour work per day, six (6) days a week (Monday to Saturday) in accordance with the scope of service/work, standards, approved janitorial plan and manpower compliment and deployment plan.

In the event of resignation, absence with or without authorized leave of the janitor, the Service Provider undertakes to deploy a substitute/replacement immediately, without need of demand from the NPC.

The Service Provider shall endorse and submit the names and information of the four (4) utility personnel that will be deployed in NPC and two (2) utility substitutes/replacement.

The Service Provider shall be responsible in supervising and monitoring its employees to ensure that they efficiently perform their duties and responsibilities as herein indicated;

The Service Provider shall always ensure that all the tools and equipment as required in the contract be available for use and that there will be no delays in the provision of general cleaning, maintenance and other related services.

The Service Provider shall ensure that the utility personnel shall be properly uniformed and recognizable with ID cards within the office premises.

Provision of janitorial works and other related services shall include all cleaning and sanitizing supplies as listed in Annex "A" Table 1- Schedule of Requirements.

III. REPRESENTATIONS: The Service Provider represents and warrants that it has the necessary permits and licenses to operate and perform its undertaking herein and that it shall comply with all laws, ordinances, or rules and regulations which are or may be issued by competent authorities. The Service Provider likewise represents and warrants that it shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances of its personnel assigned to NPC, within legal rates provided under DOLE Department Order No. 150-16 and other related laws.

The Service Provider warrants that it is an independent contractor with substantial capitalization to undertake the Services. The Service Provider undertakes the completion of the Services on its own account and under its own responsibility, according to its own manner and method, and free to control and direct the performance of such work or activity under the Contract, NPC being interested only in the results thereof.

As an independent contractor, the Service Provider is not to be considered an agent or employee of NPC and the janitorial staff or all persons acting under the authority or for and in behalf of the Service Provider shall not be considered as employees or agents of NPC and shall not be entitled to any wages or benefits from NPC.

Likewise, NPC shall not in any way be held liable and/or responsible for any personal injury or damage, including death, sustained or caused by any of the janitors assigned pursuant to this contract. The Service Provider agrees and binds itself to save and hold NPC free and harmless from any and all liabilities with respect thereto and/or arising therefrom.

IV. TERM: The term of the contract shall commence from **15 June 2020** until **31 December 2020** unless the same is terminated in accordance to this agreement or for any legitimate cause provided for by law. This agreement may be terminated by either party after written notice thirty (30) days prior to the intended date of termination or immediately upon proof of breach of any of the provisions herein. In no instance shall the term of the contract be extended without undergoing the necessary procurement process as prescribed by Republic Act No. 9184 otherwise known as "The Government Procurement Reform Act" and without the express agreement of the parties.

V. CONSIDERATION: As consideration for the full and faithful performance by Service Provider of its obligations under this Agreement and the completion of the Services in accordance with the terms and conditions herein set forth, NPC shall pay the Service Provider the sum of Five Hundred Thirty-eight Thousand One Hundred Eighty and 80/100(Php538,180.80).

The Contract Price shall constitute the entire remuneration payable to the Service Provider under this Agreement. It shall be deemed inclusive of all expenses, fees, charges and other costs incurred by the Service Provider incidental to the performance of the Services under this Agreement under normal and ordinary circumstances. Likewise, the Contract Price is inclusive of and subject to all applicable national and local taxes, fees and charges such as, but not limited to value added tax, withholding tax, permits, personal income, and any other taxes that may arise on account hereof.

Payment by NPC to the Service Provider shall be on a monthly basis upon submission of billing statement and acceptance of output of the Service Provider in compliance with the provision of labor laws, rules and regulations.

Should there be any law or executive order mandating the increase in the minimum wage or requiring additional compensation of janitorial personnel, the Parties shall, upon mutual agreement in a written document adjust the rates stipulated.

VI. CONFIDENTIALITY: All information obtained by the Service Provider, its employees, agents and representatives in the performance of its obligations under this Agreement shall be considered confidential and shall not be divulged by the Service Provider without prior written consent of NPC.

VII. SETTLEMENT OF DISPUTES AND VENUE OF ACTION: In the event of any dispute or difference of any kind whatsoever arising, out of or relating to this Agreement, both parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, including arbitration, in accordance with the rules provided in Republic Act No. 9285 or the "Alternative Dispute Resolution Law".

If any party contends that a claim cannot be submitted to alternative dispute resolution, that party shall be limited to filing a lawsuit in the appropriate courts in Pasay City, Philippines, to the exclusion of all other courts.

VIII. OTHER PROVISIONS: The terms and conditions contained in the Annexes and all relevant procurement documents shall for an integral part of this Agreement. In the event of a conflict between the terms of this Agreement and all relevant Annexes, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 11th day of June, 2020 at Pasay City, Philippines.


**NATIONAL PRIVACY
COMMISSION**

By:


RAYMUND ENRIQUEZ LIBORO
PRIVACY COMMISSIONER

**ONE MERIT GLOBAL JANITORIAL SERVICES,
INC.**

By:


DENNIS R. MESCALLADO
MARKETING MANAGER

WITNESS:

REPUBLIC OF THE PHILIPPINES)
) S.S.

ACKNOWLEDGEMENT

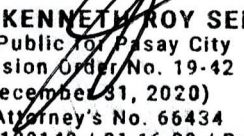
BEFORE ME, a Notary Public in and for PASAY CITY, Philippines, this _____ day of _____ 22 JUN 2020²⁰, personally appeared before me the following:

	Government Issued ID	Date & Place of Issue
RAYMUND ENRIQUEZ LIBORO	PASSPORT - 50012461A	10/29/22
DENNIS R. MECCALGADO	DRIVER LICENCE - NO1-08-014960	

All known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, the parties have hereunto set their hand and affixed my notarial seal at PASAY CITY, Philippines on this _____ day of 22 JUN 2020, 2020.

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Series of 2020.


ATTY. KENNETH ROY SENTILLAS
Notary Public for Pasay City
Commission Order No. 19-42
(Until December 31, 2020)
Roll of Attorney's No. 66434
IBP No. 120148 / 01-16-20 / Davao City
PTR No. 7075044 / 01-23-20 / Pasay City
MCLE Compliance VI-0006262 / 02-01-18
5F Delegation Building, PICC,
Roxas Boulevard, Pasay City