



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 171-2021, Series of 2021

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
JANITORIAL SERVICES TO ONE MERIT GLOBAL JANITORIAL SERVICES, INC.,
THE DECLARED SINGLE CALCULATED AND RESPONSIVE BIDDER**

WHEREAS, the National Privacy Commission (NPC), is the agency mandated to enforce data privacy protection;

WHEREAS, in order to provide an office environment that is conducive, clean and healthy for NPC personnel, the NPC saw it fit to procure janitorial services through Early Procurement Activity for FY 2022 under 2022 Indicative APP Item No. 2022-0011 with an Approved Budget for the Contract (ABC) amounting to Php1,430,000.00;

WHEREAS, this item of procurement shall be under the mode of Competitive Bidding pursuant to Section 10 Rule IV of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, Section 7.6 of the Revised IRR of RA 9184 provides that to facilitate the immediate implementation of procurement of Goods, Infrastructure Projects or Consulting Services, even pending approval of the GAA, corporate budget or appropriations ordinance, as the case may be, and notwithstanding Section 7.2 of the Revised IRR, the Procuring Entity may undertake the procurement activities short of award, which will facilitate the awarding of procurement contracts after the enactment of the GAA, enabling the timely implementation and completion of programs and projects.

WHEREAS, on 04 November 2021, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) conducted a pre-procurement conference where the details pertaining to this procurement were discussed and clarified;

WHEREAS, on 11 November 2021, the Invitation to Bid was posted in the PhilGEPS and NPC websites as well as on the NPC bulletin board, together with the Bidding Documents. Invitations to observers were also sent in accordance with Section 13 of the Revised IRR of R.A. 9184;

WHEREAS, on 18 November 2021, the Pre-bid Conference was conducted, but no prospective bidders attended;

WHEREAS, the NPC-BAC issued Supplemental/Bid Bulletin No. 136-2021 to clarify some matters on the Bidding Documents, a copy of which was published in the NPC website, bulletin board and PhilGEPS website;

Ref No.: 171-2021 *The original of this document (containing only the BAC member's signature) is in digital format*
NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

WHEREAS, the NPC-BAC set the deadline of submission of the Bids on 02 December 2021 at 8:00 a.m. where only one (1) bidder, One Merit Global Janitorial Services, Inc., submitted its bid;

WHEREAS, on the same date, at 01:00 p.m., the NPC-BAC proceeded to open the bid submitted and conduct preliminary evaluation to determine the bidder's compliance with the technical component documents. The NPC-BAC, with the assistance of the TWG, checked the submitted documents of the bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion in accordance with Section 25 of the Revised IRR of R.A. 9184;

WHEREAS, upon inspection and evaluation of the eligibility and technical requirements submitted, it was determined that One Merit Global Janitorial Services, Inc. passed all the eligibility requirements prescribed in accordance to the provisions of the Revised IRR of R.A. 9184;

WHEREAS, immediately after determining compliance with the requirements in the first envelope, the BAC opened the second bid envelope (Financial Proposal) of the eligible and technically complying bidder and determined that it passed all the financial requirements and is now recommended for bid evaluation relative to the procurement of Janitorial Services;

WHEREAS, on 7 December 2021, the BAC conducted a bid evaluation in accordance with Section 32 of the Revised IRR of RA 9184;

WHEREAS, pursuant to the BAC-Technical Working Group's (TWG) Bid Evaluation Report, herein attached as Annex "B", reviewed by the NPC-BAC on 7 December 2021, it was found that the submitted bid is complete and contains no arithmetical error as shown in the Abstract of Bids as Calculated herein attached as Annex "C", and was endorsed for post-qualification evaluation;

WHEREAS, on 10 December 2021, the NPC-BAC proceeded to review the Post-Qualification Report submitted by the BAC-TWG, attached herein as Annex "D", and adopted the same, noting the recommendations made therein by the BAC-TWG;

WHEREAS, there being no issues in the BAC-TWG's Post-Qualification Report, it was moved and seconded to declare the bid by One Merit Global Janitorial Services, Inc. as the Single Calculated and Responsive Bid;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, that the sole bidder, One Merit Global Janitorial Services, Inc., whose bid price is **One Million Eighty-Five Thousand One Hundred Seventy-Four and 20/100 Pesos** (Php1,085,174.20), be declared as the single calculated and responsive bidder and be recommended for the award of contract for the procurement of Janitorial Services upon approval or enactment of the respective appropriations and issuance of budget authorization document, based on the amount authorized therein in, accordance with GPPB Circular 06-2019.

RESOLVED this 10th day of December 2021 via combination of on-site and videoconference meeting;


Ref No.: 171-2021 *The original of this document (containing only the BAC member's signature) is in digital format*
NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

ATTEST:

ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member

on official business
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV, OPC
BAC Member

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

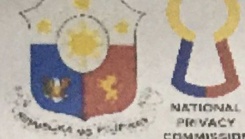

Digitally signed
by Mendoza
Ma. Josefina
Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, Legal Division
BAC Member

on official business
ATTY. IVY GRACE T. VILLASOTO
OIC-Director, PPO
BAC Vice Chairperson

ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: January 20, 2022 _



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: January 20, 2022

MS. ROSARIO BUENAOBRA-LIPATA

Representative

One Merit Global Janitorial Services, Inc.
12 Xavierville Avenue Cor. Pajo Street,
Loyola Heights, Quezon City

Dear **Ms. Buenaobra-Lipata**:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 171-2021, Series of 2021, the award of the contract for the procurement of Janitorial Services amounting to **One Million Eighty-Five Thousand One Hundred Seventy-Four and 20/100 Pesos (Php1,085,174.20)**, VAT inclusive, is awarded to **One Merit Global Janitorial Services, Inc.**, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

Digitally signed by
Naga John Henry Du
Date: 2022.01.20
20:08:27 +08'00'

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity

January 20, 2022

Conforme:

MS. ROSARIO BUENAOBRA-LIPATA

Authorized Representative

One Merit Global Janitorial Services, Inc.

Date: 01-21-2022

Ref No.: 127-2021

NPC_BAC_NOA-V1.0, R0.0, 05 May 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: 28 JAN 2022

ROSARIO BUENAOBRA-LIPATA

Authorized Representative

One Merit Global Janitorial Services Inc.
12 Xavierville Avenue corner Pajo Street,
Loyola Heights, Quezon City

Dear Ms. LIPATA:

Notice is hereby given to **One Merit Global Janitorial Services, Inc.** for the commencement of the procurement for the **Janitorial Services** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Janitorial Services Agreement.

Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,

ATTY. JOHN HENRY D. NAGA
Head Of the Procuring Entity

I acknowledge receipt of this notice on 28 January 2022
Name of the authorized representative of the Bidder ROSARIO BUENAOBRA-LIPATA
Signature of the authorized representative



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

CERTIFICATION OF AVAILABILITY OF FUNDS

This is to certify that funds are available to cover the payment for One (1) lot **Janitorial Services**, amounting to *One Million Four Hundred Thirty Thousand Pesos (Php 1,430,000.00)* chargeable against **Janitorial Services (GAS-MOOE)**, under the General Appropriations Act FY 2022 (RA 11639), programmed under the NPC CY 2022 APP with Item No. 2022-0011.

This certificate is being issued upon the request of Administrative Services Division (ASD) for Procurement Activity purposes only, subject to the provisions of the Revised RA9184 and its IRR, GPPB Circulars and other applicable laws.

Issued this 17th day of January 2022 at 5th Floor Delegation Building, PICC Complex, Pasay City, Metro Manila.

Certified Funds Available:

A handwritten signature in black ink, appearing to read 'JLB', is written over the printed name.

JENSEN JOY L. BALLICUD

Accountant II *sgd.-mge*

Purchase Request No. 2021-10-0120

Purchase Request Date: 4-Oct-2021

Ref No.: CAF2022-01-0001

NPC_FAO_FPMD_CAF-V1.0,R0.0,05 May 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

TERMS OF REFERENCE

JANITORIAL SERVICES

I. BACKGROUND

In the past years, the NPC has procured a service provider for a term of one (1) year to supply labor, the needed tools, equipment, materials and supplies and other related services to undertake general cleaning/maintenance of NPC office. This proposal covers the procurement of outsourced janitorial services for 2022. Outsourcing is resorted to allow the NPC to choose professional cleaning company that have the necessary knowledge and experience to get the job done and provide an office environment that is conducive, clean and healthy for NPC personnel.

II. OBJECTIVES

This proposal covers the procurement of professional Janitorial Service Provider to undertake janitorial services as herein mentioned, covering the period from 01 January 2022 to 31 December 2022.

III. TECHNICAL REQUIREMENTS/SPECIFICATIONS

The Service Provider shall provide a total of four (4) qualified and skilled personnel with sufficient experience in general cleaning/maintenance of public office.

1.1. Qualifications of Janitors/Utilities

- i) Filipino citizen;
- ii) Male or female;
- iii) Not less than 18 years old;
- iv) At least high school graduate;
- v) Well-trained, physically and mentally fit, of good moral character and covered by appropriate clearances from DOH-accredited health centers, NBI, Police and Barangay;

- vi) Agency training on proper housekeeping, cleaning and use of janitorial equipment
- 1.2. Janitorial services 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.
 - 1.3. 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. In case of failure of the Service Provider to comply with this term, the NPC has the right to deduct the corresponding payment from the monthly billing.
 - 1.4. 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.
 - 1.5. 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;
 - 1.6. 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.
 - 1.7. Provision of janitorial works and other related services shall include all cleaning and sanitizing supplies as listed in Table 1- Schedule of Requirements. The following scope of work shall be observed by the Service Provider:

ITEM	SERVICES	ITEMS/AREAS TO BE CLEANED FREQUENCY	(Min. Requirements)
A.	JANITORIAL SERVICES		
1.	Sweeping, mopping, spot scrubbing	Floor areas of the office building	Daily
2.	Dusting/damp wiping and polishing	Vertical and horizontal surfaces; tables; chairs; cabinets; racks; computers /printers and other furniture/ equipment	Daily
3.	Trash removal: emptying and	Waste cans and baskets	Daily/at the end of the day

Reference No.: ADMIN-21-00790

NPC_DIT_TOR-V1.0, R0.0, 05 May 2021

	cleaning of waste cans/baskets and proper disposal of garbage		
4.	Cleaning, deodorizing and disinfecting	Comfort rooms; washrooms and pantries	Daily
5.	Shampooing / Vacuuming	Carpeted floor areas; fabric upholstery	Once a week
6.	Cleaning	Electric fans; refrigerators; lighting casings; window blinds; drinking water dispensers; shelves or filing cabinet	Daily
7.	General cleaning	All areas	Every Saturday
B.	MISCELLANEOUS SERVICES		
1.	Carrying or hauling of furniture and fixtures, supplies, records, etc.		As Needed
2.	Other janitorial activities and related services that maybe assigned from time to time by NPC officials and employees.		As Needed
3.	Reporting of all breakage and electrical malfunctions, plumbing, necessary repair works, etc.		Immediately

4. PERFORMANCE ASSESSMENT

The Service Provider shall maintain satisfactory level of performance throughout the six (6) months term of the contract as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007.

5. TECHNICAL CAPABILITIES

The Technical Proposal of prospective bidders shall also be evaluated in terms of the Bidders' technical competence to deliver efficient and quality janitorial services to the PROCURING ENTITY prescribed in the GPPB Resolution No. 24-2007 (September 28, 2007).

6. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 6.1. Provide and deliver, at its own expense all the required services such as: personnel; cleaning and sanitizing supplies/materials; equipment and tools as indicated in Table 1 - Schedule of Requirements to the NPC at the start of operations, without need for demand.
- 6.2. The Service Provider shall provide supplies and materials good for two-weeks consumption to be turned-over to the NPC Supply Officer for recording and proper storing and should be made available for use and 100% operational at all times, with the withdrawal of each item to be monitored by NPC through the issuance of duly approved request.
- 6.3. In case of breakdown/malfunction of any delivered tools and equipment, the Service Provider shall provide the immediate replacement of the same.
- 6.4. The Service Provider shall be held responsible for any damage/destruction to any office furniture and fixtures, equipment, and plumbing fixtures due to the fault or negligence of its personnel.
- 6.5. Observe office rules and regulations prescribed by the NPC including subjecting all janitors to appropriate security inspection every time they enter and leave the premises.
- 6.6. Require their employees to always wear the prescribed uniform, identification card and safety gadgets.
- 6.7. The Service Provider must provide all necessary equipment and/or transportation services, if necessary, to its personnel in case of community emergencies or calamities to continuously provide its service to NPC.
- 6.8. The Service Provider shall comply with existing labor laws, rules and regulations governing employee's Compensation, philhealth, social security and other labor standards applicable to each of personnel employed by the service provider. The service provider shall ensure that the payment of salaries, allowances and other applicable benefits to its personnel are within legal rates or should not be less than the minimum wage as mandated by law.

- 6.8.1. The Schedule of Contribution for SSS and PhilHealth and other statutory benefits shall be the latest as issued by the respective agencies.
- 6.8.2. The number of work days in a year as stated in the attached sample cost breakdown.
- 6.9. The Service Provider in the performance of its services, shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with rules, regulations and directives of oversight regulatory authorities/agencies and Commissions.
7. The NPC, through its Administrative Services Division shall monitor the implementation of the utility services in accordance with the specifications and conditions of the contract.
8. 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.
9. In case of violation of any of the provisions of this Contract, the NPC shall issue written notice to the Service Provider of the violation on the provisions of this Contract with corresponding penalties:
- **1st offense:** Verbal warning thru head utility personnel
 - **2nd offense:** Written warning
 - **3rd offense:** Termination of Contract and liquidated damages in accordance to government rules and regulations

10. DOCUMENTARY REQUIREMENTS

- Submission of the following documents/certificates for each utility personnel will be required prior to deployment to NPC:
 - Curriculum vitae/Biodata
 - Certificate of Agency Training on proper housekeeping, cleaning and use of janitorial equipment for each utility personnel
 - Certificates from DOH-accredited health centers, NBI Clearance, Police Clearance and Barangay;

The following shall be provided by the Service Provider:

Table 1. Schedule of Requirements

DESCRIPTION	QUANTITY
Janitorial Service	Four (4) utility/janitor that will provide services from Monday to Saturday
Equipment/Tools	
a. Heavy Duty Wet and Dry Vacuum Cleaner with blower	2units

Reference No.: ADMIN-21-00790

NPC_DIT_TOR-V1.0, R0.0, 05 May 2021

b. Mop Squeezer	1pc
c. Step Ladder, (5ft)	2pcs
d. Floor Signage	2pcs
Cleaning Supplies and Materials	
	Six (6) Month Supply
a. Toilet Bowl Cleaner	72 gals
b. Disinfectant (Lysol)	72 gals
c. Powdered Soap	10 kgs
d. Pranela Rugs	100 pcs
e. Mop Head	20 pcs
f. Mop Handle, Stainless steel	5 pcs
g. Round Rugs	100 pcs
h. Trash bag, XXL, Black	600 pcs
i. Trash bag, small, Black	3,600 pcs
j. Carpet Shampoo	48 gals
k. Soft Broom	5 pcs
l. Furniture Polish (Pledge, 300ml)	18 cans
m. Ceiling Broom	1 pc
n. Dustpan, Plastic	2pcs
o. Plastic Pail and Water Dipper	2pcs
p. Toilet Bowl Pump	2pcs
q. Toilet Bowl Brush	2pcs
r. Feather Duster	2pcs
s. Liquid Declogger	2pcs
t. Carpet Stain Remover	2pcs
u. Electric Mosquito Repelant	5 gals
v. Interfolded tissue (Paper towel)	6 liters
w. Magic Towel	5 pcs
x. Soft Glass Scraper Wiper	500packs (170 pulls/pack)
y. Liquid Glass cleaner/washer	3 pcs
z. Spray Bottle	4 pcs
	10 gals
	4 pcs

IV. PAYMENT AND DELIVERY

The janitorial services will be provided at the NPC offices located at the 5th Floor Delegation Building, Philippine International Convention Center, Pasay City.

Monthly payment for the services rendered will be processed upon receipt of monthly billing statement, daily time record (DTR), summary of attendance and accomplishment

report of utility personnel and upon issuance of Certificate of Acceptance of Output by the end-user.

V. FUND SOURCE AND APPROVED BUDGET FOR THE CONTRACT (ABC)

This project is included in Indicative Annual Procurement Plan charged to 2022 budget (based on net 2022) with an ABC of One Million Four Hundred Thirty Thousand Pesos only (Php1,430,000.00) covering the period from 01 January 2022 to 31 December 2022.

Prepared by:

Digitally signed by
Medina Kimberly
Ann Muyula

KIMBERLY ANN M. MEDINA
Supervising Administrative Officer

Noted by:

SGD.

MARILOU C. LEEILIAN
OIC Chief, ASD

Approved by:

ATTY. MANUEL C. SATUITO
Director IV FAO

Sample Cost Breakdown:

JANITORIAL SERVICES COSTING	
A. PARTICULARS	
Number of Janitor:	4
Basic Minimum Wage:	537
Work Days per year	298
B. Amount Due to Janitor	
New Daily Wage (DW)	537
Ave. Pay Month (DW x No. of days per year/12)	13,335.50
Cost of Living Allowance (10 x 285/12)	237.50
13th Month Pay (DW x 365/12/12)	1,361.15
Five (5) days Incentive Leave	223.75
	15,157.90
Amount Due to Government in favor of the Guard	
Retirement Benefits (R.A 7641)(DW x 22.5/12)	1,006.88
SSS Premium (as of January 2014)	957.70
PhilHealth Contribution	446.38
State Insurance Fund	10.00
Pag-IBIG Fund	100.00
	2,520.96
Total Amount to Janitor & to Government	17,678.86
C. Schedule of Agency Fee	
Estimated Overhead Cost Charge to the Contract	2,000.00
Estimated Janitorial Supplies and Materials	7,250.00
Estimated Profit Margin	1,000.00
	10,250.00
D. VAT 12% (C x 12%)	
	1,230.00
Minimum Contract Rate (B+C+D)	29,158.86
No. of Janitor	4
Sub-Total per Month	116,635.43
Sub-Total per Year	1,399,625.14
TOTAL ESTIMATED CONTRACT COST FOR A PERIOD OF ONE YEAR	1,428,784.00

Table 1. Schedule of Requirements

DESCRIPTION	QUANTITY
Janitorial Service	Four (4) utility/janitor that will provide services from Monday to Saturday
Equipment/Tools	
a. Heavy Duty Wet and Dry Vacuum Cleaner with blower	2units
b. Mop Squeezer	1pc
c. Step Ladder, (5ft)	2pcs
d. Floor Signage	2pcs
Cleaning Supplies and Materials	Six (6) Month Supply
a. Toilet Bowl Cleaner	72 gals
b. Disinfectant (Lysol)	72 gals
c. Powdered Soap	10 kgs
d. Pranela Rugs	100 pcs
e. Mop Head	20 pcs
f. Mop Handle, Stainless steel	5 pcs
g. Round Rugs	100 pcs
h. Trash bag, XXL, Black	600 pcs
i. Trash bag, small, Black	3,600 pcs
j. Carpet Shampoo	48 gals
k. Soft Broom	5 pcs
l. Furniture Polish (Pledge, 300ml)	18 cans
m. Ceiling Broom	1 pc
n. Dustpan, Plastic	2pcs
o. Plastic Pail and Water Dipper	2pcs
p. Toilet Bowl Pump	2pcs
q. Toilet Bowl Brush	2pcs
r. Feather Duster	2pcs
s. Liquid Declogger	2pcs
t. Carpet Stain Remover	2pcs
u. Electric Mosquito Repelant	5 gals
v. Interfolded tissue (Paper towel)	6 liters
w. Magic Towel	5 pcs
x. Soft Glass Scraper Wiper	500packs (170 pulls/pack)
y. Liquid Glass cleaner/washer	3 pcs
z. Spray Bottle	4 pcs
	10 gals
	4 pcs

Table 1. Schedule of Requirements

DESCRIPTION	QUANTITY
Janitorial Service	Four (4) utility/janitor that will provide services from Monday to Saturday
Equipment/Tools	
a. Heavy Duty Wet and Dry Vacuum Cleaner with blower	2units
b. Mop Squeezer	1pc
c. Step Ladder, (5ft)	2pcs
d. Floor Signage	2pcs
Cleaning Supplies and Materials	Six (6) Month Supply
a. Toilet Bowl Cleaner	72 gals
b. Disinfectant (Lysol)	72 gals
c. Powdered Soap	10 kgs
d. Pranela Rugs	100 pcs
e. Mop Head	20 pcs
f. Mop Handle, Stainless steel	5 pcs
g. Round Rugs	100 pcs
h. Trash bag, XXL, Black	600 pcs
i. Trash bag, small, Black	3,600 pcs
j. Carpet Shampoo	48 gals
k. Soft Broom	5 pcs
l. Furniture Polish (Pledge, 300ml)	18 cans
m. Ceiling Broom	1 pc
n. Dustpan, Plastic	2pcs
o. Plastic Pail and Water Dipper	2pcs
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u. Electric Mosquito Repelant	5 gals
v. Interfolded tissue (Paper towel)	6 liters
w. Magic Towel	5 pcs
x. Soft Glass Scraper Wiper	500packs (170 pulls/pack)
y. Liquid Glass cleaner/washer	3 pcs
z. Spray Bottle	4 pcs
	10 gals
	4 pcs

JANITORIAL SERVICES AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 26 January 2022 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, Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner **ATTY. JOHN HENRY D. NAGA** (hereinafter referred to as the "NPC" or the "COMMISSION");

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 In-Charge, **ROSARIO BUENAOBRA-LIPATA** and hereinafter referred to as the "SERVICES PROVIDER".

The NPC and the **SERVICES PROVIDER** shall hereinafter be referred to collectively as the "PARTIES."

WITNESSETH, that:

WHEREAS, NPC has expressed their requirement for janitorial services provider to maintain the sanitation and cleanliness of its office premises, through the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS, on 17 January 2022 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting PHP1,430,000.00. A Copy of the CAF is hereto attached as Annex A and made an integral part of this Agreement.

WHEREAS, **SERVICES PROVIDER** has participated in the Public bidding process for the abovementioned project by submitting its Legal, Technical and Financial Eligibility Requirements;

WHEREAS, the Bids and Awards Committee (BAC) recommended through its BAC Resolution No. 171-2021, Series of 2021 dated 10 December 2021 and thereafter the NPC Privacy Commissioner/Head of the Procuring Entity (HOPE) issued on 20 January 2022 the Notice of Award to **SERVICES PROVIDER**;


WHEREAS, **SERVICES PROVIDER** will provide services set forth in below and in the Terms of Reference¹, which are to be herein collectively referred to as the "SERVICES";

WHEREAS, **SERVICES PROVIDER** has presented itself to NPC as having the knowledge, competence and skill which are necessary and indispensable in carrying out the **SERVICES** set forth herein;

NOW, THEREFORE, **SERVICES PROVIDER** and NPC, in consideration of the mutual covenants hereinafter set forth agree as follows:

- I. SCOPE OF WORK:** The **SERVICES 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

Annex A- CAF
Annex B- TOR

 Digitally signed by **Rosario Buenaobra-Lipata**
Date: 2022.01.26 13:49:15
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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 "B", which forms an integral part hereof.

To accomplish the work described in herein, the **SERVICES PROVIDER** obligates itself to undertake the following general operation plan:

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. 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;
3. Collecting and disposing of all trash, waste and debris from the general area of responsibility;
4. Cleaning of trash receptacles in all rooms/ offices;
5. Disinfecting the pantry, cleaning, sanitizing of toilets and restrooms with the use of effective disinfecting chemicals/ cleaning materials on the wash basins, urinals and toilet bowls;
6. Cleaning of electric fans, refrigerators, lighting casings, window blinds, drinking water dispensers, shelves or filing cabinet
7. Reporting of all breakage and electrical malfunctions, Plumbing, necessary repairs works, etc.
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

C. MONTHLY PERIODIC OPERATIONS

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

II. SPECIFIC UNDERTAKINGS:

- a. The **SERVICES 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 "B".
- b. The **SERVICES 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.
- c. In the event of resignation, absence with or without authorized leave of the janitor, the **SERVICES PROVIDER** undertakes to deploy a

substitute/replacement immediately, without need of demand from the NPC. In case of failure of the **SERVICES PROVIDER** to comply with this term, the NPC has the right to deduct the corresponding payment from the monthly billing.

- d. The **SERVICES PROVIDER** shall endorse and submit to Chief, Administrative Services Division the names and information of the four (4) utility personnel that will be deployed in NPC and two (2) utility substitutes/replacement.
- e. The **SERVICES PROVIDER** shall be responsible in supervising and monitoring its employees to ensure that they efficiently perform their duties and responsibilities as herein indicated;
- f. The **SERVICES 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.
- g. The **SERVICES PROVIDER** shall ensure that the utility personnel shall be properly uniformed and recognizable with ID cards within the office premises.
- h. Provision of janitorial works and other related services shall include all cleaning and sanitizing supplies as listed in Annex "C" Table 1: Schedule of Requirements.
- i. Provide and deliver, at its own expense all the required services such as: personnel; cleaning and sanitizing supplies/materials; equipment and tools as indicated in Table 1 - Schedule of Requirements to the NPC at the start of operations, without need for demand.
- j. The **SERVICES PROVIDER** shall provide supplies and materials good for two-weeks consumption to be turned-over to the NPC Supply Officer for recording and proper storing and should be made available for use and 100% operational at all times, with the withdrawal of each item to be monitored by NPC through the issuance of duly approved request.
- k. In case of breakdown/malfunction of any delivered tools and equipment, the **SERVICES PROVIDER** shall provide the immediate replacement of the same.
- l. After proper investigation, the **SERVICES PROVIDER** shall be held responsible for any damage/destruction to any office furniture and fixtures, equipment, and plumbing fixtures due to the fault or negligence of its personnel.
- m. Observe office rules and regulations prescribed by the NPC including subjecting all janitors to appropriate security inspection every time they enter and leave the premises.
- n. Require their employees to always wear the prescribed uniform, identification card and safety gadgets.
- o. The **SERVICES PROVIDER** must provide all necessary equipment and/or transportation services, if necessary, to its personnel in case of community emergencies or calamities to continuously provide its service to NPC.

III. REPRESENTATIONS

- a. The **SERVICES 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 **SERVICES 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.

- b. The **SERVICES PROVIDER** warrants that it is an independent contractor with substantial capitalization to undertake the Services. The **SERVICES 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.
- c. As an independent contractor, the **SERVICES 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 **SERVICES PROVIDER** shall not be considered as employees or agents of NPC and shall not be entitled to any wages or benefits from NPC.
- d. 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 **SERVICES 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. PERFORMANCE ASSESSMENT

- a. The **SERVICES PROVIDER** shall maintain satisfactory level of performance throughout the duration of the contract as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007. The performance assessment shall be done every six (6) months.
- b. The NPC, through its Administrative Services Division shall monitor the implementation of the utility services in accordance with the specifications and conditions of the contract.
- c. In case of violation of any of the provisions of this Contract, the NPC shall issue written notice to the Service Provider of the violation on the provisions of this Contract with corresponding penalties:

1st offense: Verbal warning thru head utility personnel

2nd offense: Written warning

3rd offense: Termination of Contract and liquidated damages in accordance to government rules and regulations

V. TERM

- a. The term of the contract shall commence from receipt of the Notice to Proceed until 31 December 2022 unless the same is terminated in accordance to this agreement or for any legitimate cause provided for by law.
- b. NPC may, by written notice of suspension to the **SERVICES PROVIDER**, suspend this Agreement if the **SERVICES PROVIDER** fails to perform any of its obligations whether it be due to its own fault, force majeure or circumstances beyond the control of either party.

The **SERVICES PROVIDER** may be allowed by NPC to remedy any such failure within a period not exceeding thirty (30) days after receipt of such notice.

 Digitally signed by Patricia Maria Therese Biser
Date: 2022.01.31 12:50:34
+0800

The NPC may order the resumption of work if the ground for the suspension no longer exists and the continuation of the work is found practicable.

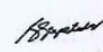
- c. The NPC, by written notice sent to the **SERVICES PROVIDER**, may terminate the contract, in whole or in part in accordance with IRR of RA No. 9184. The notice of termination shall specify the cause of termination in accordance IRR of RA No. 9184, the extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective. NPC may also terminate the contract in case it is determined prima facie that the **SERVICES PROVIDER** has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

The NPC may also terminate a contract for default when any of the following conditions attend its implementation: a) Outside of force majeure, the **SERVICES PROVIDER** fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the contract, or within any extension thereof granted by the NPC pursuant to a request made by the **SERVICES PROVIDER** prior to the delay; b) As a result of force majeure, the **SERVICES PROVIDER** is unable to deliver or perform a material portion of the outputs and deliverables for a period of not less than sixty (60) calendar days after the **SERVICES PROVIDER's** receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The **SERVICES PROVIDER** fails to perform any other obligation under the contract.

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**.

VI. CONSIDERATION

- a. As consideration for the full and faithful performance by **SERVICES 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 **One Million Eighty Five Thousand One Hundred Seventy Four Pesos and 20/100 (Php1,085,174.20)** in a monthly basis amounting **Ninety Thousand Four Hundred Thirty One Pesos and 18/100 (Php90,431.18)**, in accordance with item VI (e) of this agreement.
- b. The Contract Price shall constitute the entire remuneration payable to the **SERVICES PROVIDER** under this Agreement. It shall be deemed inclusive of all expenses, fees, charges and other costs incurred by the **SERVICES 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.
- c. Payment by NPC to the **SERVICES PROVIDER** shall be on a monthly basis upon submission of billing statement, daily time record, summary of attendance of the utility, accomplishment report by the **SERVICES PROVIDER** and upon issuance of certificate of acceptance of output by the end-user in compliance with the provision of labor laws, rules and regulations.
- d. The **SERVICES PROVIDER** shall comply with existing applicable labor laws, rules and regulations and warrant the payment of, to its personnel, salaries and allowances within the legal rates, benefits under SSS, PhilHealth, and Pag-ibig, and other statutory benefits provided under applicable laws, rules and regulations and should provide proof of the same as attachment to their billing.

 Digitally signed by Patricia
Marita Therese Elnar
Date: 2022.01.25
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- e. Should there be any law, executive order or issuance from relevant government agencies mandating the increase in the minimum wage or requiring additional compensation, the parties shall adjust the rate stipulated.

VII. CONFIDENTIALITY

In the course of the undertaking between NPC and SERVICES PROVIDER, any data received by latter from the NPC shall be treated as confidential information, which may not be disclosed to any person without authority from the NPC or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by SERVICES PROVIDER from the NPC, the processing of such, if any, shall comply with the provisions of the Data Privacy Act of 2012 and its Implementing Rules and Regulations (IRR).

VIII. 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.


IX. OTHER PROVISIONS

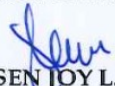
- a. The PARTIES agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding documents in relation to this procurement are deemed integral part if this Agreement. In the event of conflict between the terms of this Agreement and those in the Annexes or related documents, the former shall prevail.
- b. This Agreement is governed by the laws of the Republic of the Philippines and interpretation of the provisions of this Agreement shall be pursuant to RA 9184 and its IRR, and all other pertinent laws, rules, and regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 26 day of January, 2022 at Pasay City, Philippines.

NATIONAL PRIVACY COMMISSION

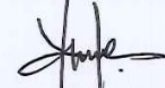
By:


ATTY. JOHN HENRY D. NAGA
 PRIVACY COMMISSIONER

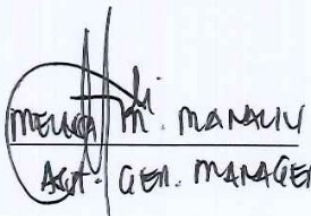

JENSEN JOY L. BALLICUD
 Accountant II

ONE MERIT GLOBAL JANITORIAL SERVICES, INC.

By:


ROSARIO BUENAOBRA-LIPATA
 MARKETING IN-CHARGE

WITNESS:


AGT. GEN. MANAGER

REPUBLIC OF THE PHILIPPINES)
CITY OF **QUEZON CITY**) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this _____ day
of **JAN 28 2022**, personally appeared before me the following:

	Government Issued ID	Date & Place of Issue
ATTY. JOHN HENRY D. NAGA		
ROSARIO BUENAOBRA-LIPATA		

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 _____, Philippines on this _____ day of **JAN 28 2022**, 2022.

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Book No. LV
Series of 2022.



ATTY. CHARLIE S. GARCIA
Adm. Matter NO. NP-249
Extended until June 30, 2022 per EM No. 3795
Notary Public for and in Quezon City
#12 Xavierville Ave. Cor. Paje St. Loyola Heights
Quezon City
Roll No. 58389
PTR NO. 2508197 ; 1-12-2022 QUEZON CITY
IBP NO. 197108 ; 1-7-2022 LAGUNA