



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 023-2023, Series of 2023

**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 administer and implement Republic Act No. 10173 or the Data Privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data 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 chargeable against Janitorial Services (GAS-MOOE) programmed under NPC CY 2023 APP Item No. 2023-0019 with an Approved Budget for the Contract (ABC) amounting to One Million Five Hundred Fourteen Thousand Pesos (Php1,514,000.00);

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 (RIRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, on 22 February 2023, an Invitation to Bid was posted on the Bulletin Boards of the National Privacy Commission (NPC) located in conspicuous places within the office, PhilGEPs, and NPC Website. The Bidding Documents were also made available on the same date. Invitations to Observers were also sent in accordance with Section 13 of the RIRR of R.A. 9184;

WHEREAS, on 2 March 2023, the NPC - Bids and Awards Committee (NPC-BAC) conducted a pre-bid conference where the NPC-BAC Guidelines on Electronic Submission and Receipt of Bids (Guidelines) and the Bidding Documents were discussed and clarificatory questions were raised and answered;

WHEREAS, the NPC-BAC set the deadline of submission of eligibility documents 15 March 2023 at 10:00AM. An instruction on adoption of the procedure for the electronic submission and receipt of the financial and technical bid documents in accordance with the Guidelines was also provided in the Bidding Documents;

WHEREAS, only One Merit Global Janitorial Services Incorporated submitted their bid before the deadline;

WHEREAS, on 15 March 2023, the NPC-BAC proceeded to open the bid submitted and conducted preliminary evaluation to determine the bidder's compliance with the documents required to be submitted for eligibility and for the technical requirements. The NPC-BAC,

The original of this document (containing only the BAC member's signature) is in digital format

Ref No.: BAC-23-00230

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

5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307

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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 IRR of R.A. 9184;

WHEREAS, the NPC-BAC evaluated and inspected the first bid envelope (Technical Component) submitted by One Merit Global Janitorial Services Incorporated, and has determined that the latter passed all the eligibility and legal requirements prescribed in accordance with the provisions of the IRR of R.A. 9184;

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

WHEREAS, on 16 March 2023, the TWG submitted a BID Evaluation Report – Janitorial Services herein attached as Annex “A”;

WHEREAS, in said report, the BAC-TWG noted that the bid submitted by One Merit Global Janitorial Services, Inc. contains all the requirements for the Technical Component folder. However, upon closer inspection of its financial proposal, the BAC-TWG found that there are computation errors and omissions. According to the BAC-TWG, in the Schedule of Agency Fee, the Bidder indicated the amount of P6,985.11. However, the BAC-TWG computed the same at P6,985.12 or with a discrepancy of P0.01. Because of this, there will be a different computation for the total estimated contract cost for a period of nine months, in the amount of P1,356,298.20, which has a difference of P0.43 from the bid price of P1,356,297.77. The BAC-TWG also noted that the bidder used a different formula for the computation of VAT. Using the formula provided by the bidder, the BAC-TWG noted that the total VAT indicated is not the same as reflected therein. However, when the BAC-TWG used the correct formula, it arrived at the same amount provided by the Bidder;

WHEREAS, in this regard, the BAC-TWG stated that the computational error found was minimal. As to the omission on its VAT formula, the BAC-TWG noted that the computation for the VAT is still correct. Moreover, the BAC-TWG observed that the Bid Price is still within the ABC;

WHEREAS, after due evaluation, the BAC-TWG recommended to declare the bid submitted by One Merit Global Janitorial Services, Inc., as the Single Calculated Bid and be endorsed for post-evaluation/qualification in accordance with Rule X, Section 34 of the Revised IRR of RA 9184 to determine whether the Bidder has complied with and is responsive to all the requirements and conditions as specified in the Bidding Documents;

WHEREAS, in accordance with the above, the NPC-BAC recommended on 17 March 2023 that the bid of One Merit Global Janitorial Services Incorporated be declared as the Single Calculated Bid and be endorsed for post-qualification in accordance with Rule X – Post Qualification under Section 34 of the Revised IRR of RA 91784 to determine whether the bidder has complied with and is responsive to all the requirements and conditions as specified in the bidding documents;

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WHEREAS, on 28 March 2023, the NPC-BAC proceeded to review the Post-Qualification Report dated 27 March 2023 submitted by the BAC-TWG, attached herein as Annex "B," and adopted the same, noting and adopting 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**, to declare that the bid submitted by One Merit Global Janitorial Services Incorporated amounting **One Million Three Hundred Fifty-Six Thousand Two Hundred Ninety-Seven Pesos And Seventy-Seven Centavos (Php1,356,297.77)** as the Single Calculated and Responsive Bidder and be recommended for the award of contract for the procurement of janitorial services.

RESOLVED this 28th day of March 2023, via combination of on-site and videoconference meeting.

ATTEST:



Digitally signed by
Fabricante Marlon
Ruben Natividad

MR. MARLON RUBEN N. FABRICANTE

*Chief, ASD
BAC Member/End User*

On Leave

MR. ERWIN D. ESPENILLA

*HEA, OPC
BAC Member*



Digitally signed by
Milanes Rainier
Anthony Mabias

ATTY. RAINIER ANTHONY M. MILANES

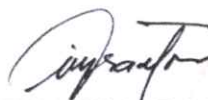
*Chief, CMD
BAC Member*



Digitally signed
by Mendoza Ma
Josefina Eusebio

ATTY. MA. JOSEFINA E. MENDOZA

*Attorney IV, LD
BAC Member*



Digitally signed
by Ivy Grace T.
Villasoto

ATTY. IVY GRACE T. VILLASOTO

*Attorney V, PDD
BAC Vice Chairperson*



Digitally signed by
Patula Maria
Theresita Elnar

ATTY. MARIA THERESITA E. PATULA

*Director IV, LEO
BAC Chairperson*

APPROVED:



Digitally signed
by Naga John
Henry Du

ATTY. JOHN HENRY D. NAGA

*Privacy Commissioner
Head of the Procuring Entity
Date: MAR 30 2023*

The original of this document (containing only the BAC member's signature) is in digital format

Ref No.: BAC-23-00230

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

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Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

MAR 30 2023

MS. ROSARIO BUENAOBRA-LIPATA

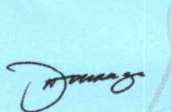
Marketing-In-Charge

One Merit Global Janitorial Services, Inc.
#12 Xavierville Avenue, corner 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. 023-2023, series of 2023, the contract for procurement of **Janitorial Services** amounting to a total of **One Million Three Hundred Fifty-Six Thousand Two Hundred Ninety-Seven Pesos and Seventy-Seven Centavos (Php1,356,297.77)** is hereby 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

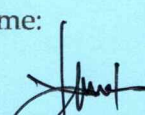
ATTY. JOHN HENRY D. NAGA

Privacy Commissioner
Head of the Procuring Entity

Date: MAR 30 2023


Digitally signed
by Medalla Joan
Therese Caragay

Conforme:


Ms. Rosario Buenaobra-Lipata

Marketing-In-Charge

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

Date: MAR 30 2023

Ref No.: BAC-23-00231

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

5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307

URL: <https://www.privacy.gov.ph> Email Add: info@privacy.gov.ph Tel No. 8234-2228



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: 30 March 2023

ROSARIO BUENAOBRA-LIPATA

Marketing In-Charge
One Merit Global Janitorial Services, Inc.
12 Xavierville Ave., cor. Pajo St., 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 Contract of Lease 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 MARCH 31, 2023 
Name of the authorized representative of the Bidder MS. ROSARIO BUENAOBRA-LIPATA
Signature of the authorized representative _____

JANITORIAL SERVICES AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This AGREEMENT made and entered into this 30 March 2023 by and between:

The **NATIONAL PRIVACY COMMISSION**, a government agency mandated to administer and implement the Data Privacy Act of 2012, and to ensure compliance of the country with international standards set for data protection, with office address at 5th Floor Delegation Building, PICC Complex, Vicente Sotto Avenue, Pasay City, Metro Manila, represented herein by its Privacy Commissioner, **Atty. JOHN HENRY D. NAGA**, (hereinafter referred to as the "NPC"),

- and -

The **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, Pajo St. Loyola Heights, Quezon City, 1108 Metro Manila, herein represented by **ROSARIO BUENAOBRA-LIPATA** and (hereinafter referred to as the "SERVICE PROVIDER").

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

WITNESSETH, that:

WHEREAS, the NPC has expressed their need of a Service Provider to supply labor, tools, equipment, materials, and supplies and other related services to undertake the general cleaning and maintenance of its office premises, through the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS, on 1 February 2023 the NPC Accountant issued Certification of Availability of Funds (CAF) amounting to **One Million Five Hundred Fourteen Thousand Pesos** (PHP1,514,000.00) chargeable against the provision of Janitorial Services. A Copy of the CAF is hereto attached as ANNEX "A" and made an integral part of this Agreement.

WHEREAS, the SERVICE PROVIDER has participated in the Competitive Bidding pursuant to Section 10 of the *2016 Revised Implementing Rules and Regulations (Revised IRR) of Republic Act No. 9184*¹;

WHEREAS, the SERVICE PROVIDER passed the Legal, Technical and Financial requirements pursuant to Section 34 of Rule VII of the *Revised IRR of R.A. No. 9184*;

WHEREAS, on 30 March 2023, the Head of the Procuring Entity approved the NPC BAC Resolution No. 023-2023, Series of 2023, recommending the Award to **ONE MERIT GLOBAL JANITORIAL SERVICES, INC.** A Copy of the Notice of Award is hereto attached as ANNEX "B" and made an integral part of this Agreement;

NOW, THEREFORE, SERVICES PROVIDER and NPC, in consideration of the mutual covenants hereinafter set forth 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 Scope of Work, herein attached as ANNEX "C", which forms an integral part hereof.

¹ Revised IRR of RA 9184, October 13, 2022

To accomplish the work described in herein, the **SERVICE 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., and
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 **SERVICE PROVIDER** shall provide a total of Five (5) qualified and skilled personnel experienced in general cleaning and maintenance of public office with the specified qualifications indicated in Annex "C".
- b. 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.
- c. 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.
- d. The **SERVICE PROVIDER** shall endorse and submit to the Chief of the Administrative Services Division the names and information of the Five (5)

utility personnel that will be deployed in NPC and at least two (2) utility substitutes/replacement.

- e. The **SERVICE PROVIDER** shall be responsible in supervising and monitoring its personnel to ensure that they efficiently perform their duties and responsibilities as herein indicated;
- f. 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.
- g. The **SERVICE 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 **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.
- k. In case of breakdown/malfunction of any delivered tools and equipment, the **SERVICE PROVIDER** shall provide the immediate replacement of the same.
- l. After proper investigation, 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.
- 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 **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.

III. REPRESENTATIONS

- a. 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 governing employee's compensation, Philhealth, social security and other labor standards applicable to its employed personnel. The **SERVICE PROVIDER** shall ensure that payment of salaries, allowances, and

other applicable benefits to its personnel assigned to NPC are within legal rates provided under DOLE Department Order No. 150-16 and other related laws.

- b. 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.
- c. 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.
- 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 **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. PERFORMANCE ASSESSMENT

- a. The **SERVICE 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 with government rules and regulations

V. TERM

- a. The term of the contract shall commence from receipt of the **Notice to Proceed until 31 December 2023** unless the same is terminated in accordance with this agreement or for any legitimate cause provided for by law.
- b. NPC may, by written notice of suspension to the **SERVICE PROVIDER**, suspend this Agreement if the **SERVICE 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 **SERVICE PROVIDER** may be allowed by NPC to remedy any such failure within a period not exceeding thirty (30) days after receipt of such notice.

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 **SERVICE 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 **SERVICE 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 **SERVICE PROVIDER** prior to the delay; b) As a result of force majeure, the **SERVICE 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 **SERVICE PROVIDER's** receipt of the notice from **NPC** stating that the circumstance of force majeure is deemed to have ceased; or c) The **SERVICE 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 **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 total amount of **One Million Three Hundred Fifty-Six Thousand Two Hundred Ninety-Seven Pesos and Seventy-Seven Centavos (Php1,356,297.77)**.
- b. 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.
- c. Payment by **NPC** to the **SERVICE PROVIDER** shall be on a monthly basis upon submission of billing statement, daily time record, summary of attendance of the utility, accomplishment report, proof of SSS, Pag-IBIG and Philhealth remittances by the **SERVICE 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 **SERVICE 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.

- 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 SERVICE 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 SERVICE 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 Scope of Work, Financial Proposals, and all the bidding documents in relation to this procurement are deemed integral part of 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 30th day of March, 2023 at Pasay City, Philippines.

NATIONAL PRIVACY COMMISSION

By:


ATTY. JOHN HENRY D. NAGA
PRIVACY COMMISSIONER


JENSEN JOY L. BALLICUD
Accountant III

ONE MERIT GLOBAL JANITORIAL SERVICES, INC.

By:


ROSARIO BUENAOBRA-LIPATA
MARKETING IN-CHARGE

WITNESS:


MARLON RUBEN N. FABRICANTE


KRISTINE MAE L. MORA

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this APR 28 2023 day of _____, 20____, personally appeared before me the following:

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

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. The foregoing instrument consists of _____ (__) pages, including this page where the acknowledgment is written, and has been signed by the authorized representatives of the parties on the space above their names and on all pages at their margins, including their witnesses.

IN WITNESS WHEREOF, the parties have hereunto set their hand and affixed my notarial seal at _____, Philippines on this _____ day of APR 28 2023, 2023. QUEZON CITY

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