



DEPARTMENT OF BUDGET  
AND MANAGEMENT  
**RELEASED**  
DATE: JANUARY 6, 2022  
BY: gmv  
TIME: 10:30  
REGION 7, CEBU CITY

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
REGION VII  
SUDLON, LAHUG, CEBU CITY

**Notice of Award**

January 2, 2022

**MARIETTA R. BUCAO**

General Manager  
Perfect Clean General Services  
Unit A, Room 104-106, South Agora Building  
San Isidro Road, Tabunok,  
Talisay City, Cebu

Dear **Ms. Bucao**:

We are happy to notify you that your Bid received by this office on October 25, 2021 for execution of the **Provision of Clerical Services for FY 2022**, for the Contract Price of equivalent to PESOS: THREE HUNDRED FIFTEEN THOUSAND SIX HUNDRED TWENTY-TWO PESOS ONLY (Php 315,622.00) ONLY, in accordance with the Instructions to Bidders is hereby accepted.

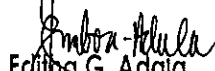
You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Truly yours,

  
Digitally signed  
by Sanchez  
Ricky Lee

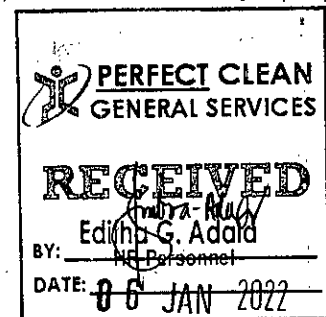
**RICKY L. SANCHEZ**  
Director IV

Conformed

  
Edilma G. Adala  
HR Personnel

Perfect Clean General Services

Date: 01/06/21



## CONTRACT AGREEMENT

THIS AGREEMENT, made this JAN 22 2022 day of 22 2022, 2022 between the **DEPARTMENT OF BUDGET AND MANAGEMENT REGIONAL OFFICE NO. VII**, a Government entity organized and existing under the laws of the Philippines, with principal place of business at Sudlon, Lahug, Cebu City, represented in this Contract by **LENIN S. BERNALES, OIC-Director IV**, hereinafter called the "Entity" of the one part and **PERFECT CLEAN GENERAL SERVICES** with principal place of business at **Door 104, South Agora Building, San Isidro Road, Tabunok, Talisay City, Cebu, Philippines**, represented by **MS. MARIETTA R. BUCAO, General Manager**, hereinafter referred to as the "Supplier" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the **Provision of Clerical Services for FY 2022** and has accepted a Bid by the Supplier for the supply of those services in the sum of PESOS: **THREE HUNDRED FIFTEEN THOUSAND SIX HUNDRED TWENTY-TWO PESOS ONLY (Php 315,622.00)**; hereinafter called "the Contract Price", for the period **January 1, 2022 to December 31, 2022**.

WHEREAS, additional provisions of this contract are presented in Annex A: Terms of Reference for the Contract of the Provision of Clerical Services for FY 2022. In cases where the Entity needs additional clerks, the Supplier will supply the Entity with additional clerks using the rate agreed by both parties.


### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and,
    - iv. Supplemental or Bid Bulletins, if any;
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - iii. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and,
  - v. Other contract documents that may be required by existing laws and/or the

Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **THREE HUNDRED FIFTEEN THOUSAND SIX HUNDRED TWENTY-TWO PESOS ONLY (Php 315,622.00)** or such other sums as may be ascertained, **Perfect Clean General Services** agrees to provide the services and to remedy defects therein in accordance with his/her/its Bid.
4. The **DEPARTMENT OF BUDGET AND MANAGEMENT REGIONAL OFFICE NO. VII** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**LENIN S. BERNALES**  
OIC-Director IV

for:  
Department of Budget and Management  
Regional Office VII

  
**MARIETTA R. BUCAO**  
General Manager

for:  
Perfect Clean General Services

  
**MARICOR U. BAQUIAL**  
OIC-Director III

  
**LINO F. FELICITA**  
Sales and Marketing Officer

CERTIFIED FUNDS AVAILABLE:

  
**JANINA I. MAMALO**  
Accountant III / OIC- Chief Administrative Officer

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the City of CEBU CITY, Philippines,  
this JAN 27 day of 2022, 2022 personally appeared:

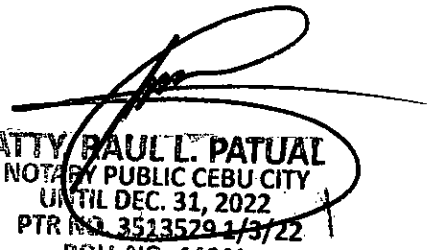
NAME	IDENTIFICATION NUMBER
<b>LENIN S. BERNALES</b>	<u>DBM ID No. 1060</u>
<b>MARIETTA R. BUCAO</b>	<u>DRIVER'S LICENSE NO. 60191-134781</u>

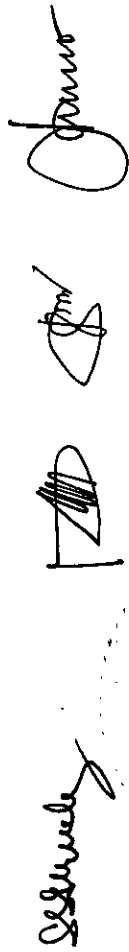
all known to me to be the same persons who executed the foregoing Contract Agreement and acknowledged that the same is executed with their own free and voluntary act and deed in the capabilities in which they appear.

This instrument refers to the Contract Agreement consisting of eight (8) pages including this page on which the acknowledgement is written, all of which have been signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereto set my hand and affix my Notarial Seal on the date and at the place indicated.

Doc. No. 177  
Page No. 66  
Book No. 141  
Series of 2022.

  
**ATTY PAUL L. PATUAL**  
NOTARY PUBLIC CEBU CITY  
UNTIL DEC. 31, 2022  
PTR NO. 3513529-1/3/22  
ROLL NO. 44641  
NOTARIAL COMMISSION 0121  
LIFETIME NO. 07936  
OFF D. JAKO SALEM ST., CEBU CITY  
BAYANIHAN BLDG. PROV. OF CEBU  
MCLE COMPLIANCE NO. V1005073



**TERMS OF REFERENCE FOR THE CONTRACT OF PROVISION OF CLERICAL SERVICES FOR FY 2022**

1. General Conditions

- a. The Perfect Clean General Services shall provide DBM ROVII at its premises located at the Sudlon, Lahug, Cebu City, with one (1) clerk who is: of good moral character and without criminal or police records; physically and mentally fit, as evidenced by the medical certificate; duly trained and skilled to function as clerk personnel; fully vaccinated; reliable and professionally-trained; has completed at least two (2) years studies in college; with a minimum of one (1) year relevant experience; with knowledge in using MS Office; knows how to operate office equipment such as, but not limited to, computers and scanners; and who shall work eight (8) hours a day, five (5) days a week excluding holidays (Regular and Special non-working).

However, the personnel may be requested to provide assistance outside the regular working hours or during weekend, or holidays, upon the approval of the Chief Administrative Officer or his/her duly authorized representative.

- b. The Perfect Clean General Services agrees that DBM Regional Office VII reserves the right to screen and accept or deny the deployment of any personnel recommended by the Perfect Clean General Services.
- c. DBM ROVII has the right to effect changes in the assignment/deployment of the clerk at any time during the contract period through a written notice to the Perfect Clean General Services. It is agreed further that the number of clerks maybe increased or decreased at the discretion of the DBM ROVII depending upon the need and in the exigency of the service.
- d. The Perfect Clean General Services shall not reshuffle personnel without the prior clearance/approval of DBM ROVII which hereby reserves the right to reject any proposal to reassign personnel if such re-assignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matter of disciplinary action toward the personnel of the Perfect Clean General Services, DBM ROVII shall cooperate with the Perfect Clean General Services or vice versa by means of mutual consultation.
- e. The Perfect Clean General Services shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- f. The Perfect Clean General Services shall pay its personnel on time not less than the rate stated in Item 1 of the technical specifications and other benefits mandated by the law. The Perfect Clean General Services shall provide the clerk their monthly pay slip containing the necessary information on it. The Perfect Clean General Services shall comply with the laws governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Perfect Clean General Services.
- g. The Perfect Clean General Services shall have no previous record of delinquency on payment of premiums and shall secure and submit clearance certificates from the implementing government agencies.



- h. The Perfect Clean General Services shall submit, along with the monthly billing statement, a certified true copy of the duly accomplished payroll sheet, receipts and prescribed reports stamped received by SSS, Philhealth and Pag-ibig premiums of the clerk assigned to DBM ROVII.
- i. The Perfect Clean General Services in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Perfect Clean General Services' personnel shall take all necessary precautions for the safety of all persons and properties at or near the area of work and shall comply with all the standards and established safety regulations, rules and practices.
- j. The Perfect Clean General Services shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.
- k. The Perfect Clean General Services shall assume responsibility and liability for all damages and losses which may occur within the DBM ROVII's premises directly caused or arising as a result of any misconduct, negligence, fault, dishonesty or dereliction of duty of the personnel concerned, as maybe found by a joint and impartial investigation. Provided, that DBM ROVII shall advice or report orally or in writing to the Perfect Clean General Services the same. The maximum liability of the Perfect Clean General Services in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. DBM ROVII shall have no authority to automatically deduct its claim under this paragraph from the agreed fees due to the Perfect Clean General Services or to withhold payment of same without the approval of the Perfect Clean General Services. It is expressly understood, however, that the Perfect Clean General Services shall not be liable for damages or losses due to fortuitous events or force majeure.
- l. DBM ROVII shall prescribe the time and schedule of duties of the Perfect Clean General Services' personnel. The Perfect Clean General Services personnel and the latter are prohibited to stay overnight at the DBM ROVII building unless authorized. The respective areas of assignment of the personnel shall be determined by the DBM ROVII, who may also prescribe additional duties to the personnel in the enforcement of regulations and instructions.
- m. The Perfect Clean General Services shall maintain its good standing and remain a competent Clerk Services Contractor, financially capable of acting as an independent contractor and shall obtain all necessary licenses, permits, and comply with all laws, ordinances and regulations required for all Clerk Services agencies. If DBM ROVII has reason to believe that the Perfect Clean General Services has failed to comply with a law or regulations regulating employment of labor, DBM ROVII may then notify the Perfect Clean General Services accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the DBM ROVII, the DBM ROVII shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the DBM ROVII may institute for damages it has suffered thereby.
- n. DBM ROVII shall not be responsible for any accident, mishap or injury of any kind or nature that may be sustained by any of the personnel of the Perfect Clean General Services while performing their respective duties at the DBM ROVII's premises during their tour of duty, including death resulting therefrom. It being understood that the



personnel heir's claims in connection with his employment shall be borne by and the sole liability of the Perfect Clean General Services.

- o. The Service Provider Perfect Clean General Services shall agree to subject its personnel assigned to DBM ROVII to security check by authorized security personnel when coming in and leaving the premises. Further, the Perfect Clean General Services shall periodically check the personnel in the performance of their duties and responsibilities in coordination with the DBM ROVII, to ensure they properly discharged their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the DBM ROVII.
- p. No modification shall be made to the Contract between the parties, except in writing, signed by the DBM ROVII and the Perfect Clean General Services.
- q. The Perfect Clean General Services shall not assign, transfer, pledge or make other dispositions of this Contract or any part thereof, except with the prior written consent of the DBM ROVII.
- r. In the case of a dispute between the Procuring Entity and the Perfect Clean General Services, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004" and the procedures provided by Republic Act No. 9184, as applicable.

2. Scope of Service

Under the direction and supervision of DBM ROVII's Chief Administrative Officer, or his/her designee, the Perfect Clean General Services agrees to perform the following services:

CLERK

- a. Assists the Financial and Administrative Division in the release of documents,
- b. Archiving and inventory of documents/records.
- c. Assists the Financial and Administrative Division in the day to day transactions related to Supply and Personnel.
- d. Assists in the filing and reproducing of documents.
- e. Performs other duties as may be required by the Department/Office with respect to messengerial and clerical works.

3. Limitation of Scope

The scope of the services shall be limited to the discharge of function as described in the scope of work/services. Performance of tasks that may be assigned not essential, necessary or related to the Clerical Services functions, shall not be construed as an acceptance of accountability but a mere accommodation to the DBM ROVII. Any resulting loss or damage from such accommodation shall be the sole responsibility of the DBM ROVII.

4. Contractual Consideration

For and in consideration of the above services. DBM ROVII shall during the term of the Contract, pay the Service Provider an amount equivalent to the salary of the Clerk at P736.36 per day (P 16,200.00 per month)) and benefits mandated by law, inclusive of administrative overhead and VAT, mandated by law on the basis of an eight-hour a day work, five (5) days a week (Monday to Friday).

5. Review/Audit of Bills

The DBM ROVII shall be given 15 days to review/audit the Perfect Clean General Services invoice, within which time DBM ROVII may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice. After the review period, the invoice shall be deemed accurate and accepted. In ease of discrepancies in the invoice, the same shall be returned to the Perfect Clean General Services for appropriate correction or revision in which case DBM ROVII shall have 15 days from receipt of the corrected invoice within which to settle the same.

6. Billing Requirements

The Perfect Clean General Services shall support its billings with DBM ROVII approved daily time records as proof of services rendered to the DBM ROVII. Should DBM ROVII subsequently require other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the DBM ROVII's request.

7. Amounts Earmarked and Held in Trust

The DBM ROVII understands that by virtue of Philippine Laws, DO-18A and the Perfect Clean General Services acting for the Client as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished nor delayed. DBM ROVII shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to DBM ROVII's fault or negligence.

8. Supervision and Control


The Perfect Clean General Services shall exercise discipline, supervision, control and administration over its personnel in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by DBM ROVII on the matter. The Perfect Clean General Services is the direct employer of the personnel assigned to DBM ROVII. Parties acknowledge that employer-employee relationship exists between the Perfect Clean General Services and the personnel.

9. Replacement of Personnel

The DBM ROVII may have personnel changed or replaced at any time whose work it finds or believes to be below standard or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by DBM ROVII.

10. Confidentiality Clause

The Clerk provided by the Perfect Clean General Services shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the DBM ROVII and not to disclose to any third party all confidential information received from or entrusted by DBM ROVII. The Clerk shall be prohibited from using the confidential information or documents received or entrusted by DBM ROVII for purposes other than compliance with its obligations as Clerk.





11. Term of Contract

The period of services shall take effect on January 1, 2022 for a period of one (1) year. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party, thirty (30) days prior to the intended date of termination.





REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
 REGION VII  
 SUDLON, LAHUG, CEBU CITY  
 Tel. No 236-2875

DEPARTMENT OF BUDGET  
 AND MANAGEMENT  
**RELEASED**  
 DATE: JANUARY 25, 2022  
 BY: [Signature]  
 TIME: 10:30  
 REGION 7, CEBU CITY

**NOTICE TO PROCEED**

January 24, 2022

**MARIETTA R. BUCAO**  
 General Manager  
 Perfect Clean General Services  
 Unit A, Room 104-106, South Agora Building  
 San Isidro Road, Tabunok,  
 Talisay City, Cebu

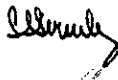
Dear **Ms. Bucao**:

The attached Contract Agreement having been approved, notice is hereby given to **Perfect Clean General Services** that work may commence on the **Provision of Clerical Services for FY 2022**, effective **January 1, 2022 until December 31, 2022**.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Contract Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Department of Budget and Management, Regional Office No. VII. Thank you.

Truly yours,

  
 Digitally signed by  
 Bernales  
 Lenin Sotto

**LENIN S. BERNALES**  
 OIC-Director IV 

I acknowledge receipt of this Notice on 1-26-22

Name of the Representative of the Bidder: ALBERTO CASAPRO

Authorized Signature: A Casap