

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023 between the **DEPARTMENT OF BUDGET AND MANAGEMENT REGIONAL OFFICE VII (DBM RO VII)**, a Government entity organized and existing under the laws of the Philippines, with place of business at Sudlon, Lahug, Cebu City, represented in this Contract by **LENIN S. BERNALES, Acting Director IV**, hereinafter called the "Entity" of the one part and **PERFECT CLEAN GENERAL SERVICES** with 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 2023** and has accepted a Bid by the Supplier for the supply of said services in the sum of PESOS: **THREE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTEEN PESOS AND 24/100 ONLY (Php 308,817.24)**; hereinafter called "the Contract Price", for the period **January 1, 2023 to December 31, 2023**.

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 2023. 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;

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 EIGHT THOUSAND EIGHT HUNDRED SEVENTEEN PESOS AND 24/100 ONLY (Php 308,817.24)** 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 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
Acting Director IV

for:
Department of Budget and Management
Regional Office VII


MARIETTA R. BUCAO
General Manager

for:
Perfect Clean General Services


MARICOR U. BAQUIAL
Acting Director III


LINO F. FELICITA
Sales and Marketing Officer

CERTIFIED FUNDS AVAILABLE:


LISETTE ALODIA T. AURES
BMS V Acting Accountant III

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Cebu, Philippines,
this 20th day of Jan., 2023 personally appeared:

NAME	IDENTIFICATION NUMBER
LENIN S. BERNALES	DBM ID 1060
MARIETTA R. BUCAO	SSS ID No. <u>06-886522-9</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 acknowledgment 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. 17 ;
Page No. 92 ;
Book No. 1 ;
Series of 2023.

ATTY. ROLLY B. NIVERA, JR., CPA
 Notary Public for Cebu City
 NC No. 032-71 until December 31, 2024
 Roll of Attorneys No. 75962
 IBP No. 251750-12/20/22 Cebu City Chapter
 PTR No. 2291061, 12/22/22 Cebu City
 MCLE Compliance No. VII-0007046 until 04/14/25
 COA Region VII, Cebu City

Annex A

TERMS OF REFERENCE FOR THE CONTRACT OF PROVISION OF CLERICAL SERVICES FOR FY 2023

1. General Conditions

- a. Perfect Clean General Services shall provide DBM RO VII at its premises located at 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. Perfect Clean General Services agrees that DBM RO VII reserves the right to screen and accept or deny the deployment of any personnel recommended by Perfect Clean General Services.
- c. DBM RO VII 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 Perfect Clean General Services. It is agreed further that the number of clerks may be increased or decreased at the discretion of the DBM RO VII depending upon the need and in the exigency of the service.
- d. Perfect Clean General Services shall not reshuffle personnel without the prior clearance/approval of DBM RO VII which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matter of disciplinary action toward the personnel of Perfect Clean General Services, DBM RO VII shall cooperate with Perfect Clean General Services or vice versa by means of mutual consultation.
- e. Perfect Clean General Services shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- f. 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. Perfect Clean General Services shall provide the clerk with his/her monthly pay slip containing the necessary information on it. Perfect Clean General Services shall comply with the laws governing labor standards and employee compensation. A certificate for the purpose shall be required from Perfect Clean General Services.
- g. 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. 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. 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. 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. 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. Perfect Clean General Services shall assume responsibility and liability for all damages and losses which may occur within the DBM RO VII's premises directly caused or arising as a result of any misconduct, negligence, fault, dishonesty or dereliction of duty of the personnel concerned, as may be found by a joint and impartial investigation. Provided, that DBM RO VII shall advise or report orally or in writing to Perfect Clean General Services the same. The maximum liability of 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 RO VII shall have no authority to automatically deduct its claim under this paragraph from the agreed fees due to Perfect Clean General Services or to withhold payment of same without the approval of Perfect Clean General Services. It is expressly understood, however, that Perfect Clean General Services shall not be liable for damages or losses due to fortuitous events or force majeure.
- l. DBM RO VII shall prescribe the time and schedule of duties of Perfect Clean General Services' personnel. Perfect Clean General Services personnel and the latter are prohibited to stay overnight at the DBM RO VII building unless authorized. The respective areas of assignment of the personnel shall be determined by DBM RO VII, who may also prescribe additional duties to the personnel in the enforcement of regulations and instructions.
- m. 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 RO VII has reason to believe that Perfect Clean General Services has failed to comply with a law or regulations regulating the employment of labor, DBM RO VII may then notify 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, DBM RO VII shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which DBM RO VII may institute for damages it has suffered thereby.
- n. DBM RO VII 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 Perfect Clean General Services while performing their respective duties at the DBM RO VII's premises during their tour of duty, including death resulting therefrom. It is understood that the



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

- o. Perfect Clean General Services shall agree to subject its personnel assigned to DBM RO VII to security check by authorized security personnel when coming in and leaving the premises. Further, Perfect Clean General Services shall periodically check the personnel in the performance of their duties and responsibilities in coordination with DBM RO VII, to ensure they properly discharged their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the DBM RO VII.
- p. No modification shall be made to the Contract between the parties, except in writing, signed by the DBM RO VII and Perfect Clean General Services.
- q. 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 DBM RO VII.
- r. In case of a dispute between DBM RO VII and 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 RO VII's Chief Administrative Officer, or his/her designee, 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; and
- 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 RO VII. Any resulting loss or damage from such accommodation shall be the sole responsibility of the DBM RO VII.

4. Contractual Consideration

For and in consideration of the above services. DBM RO VII shall during the term of the Contract, pay Perfect Clean General Services an amount equivalent to the salary of the Clerk at Php 767.14 per day (Php 16,877.00 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

DBM RO VII shall be given 15 days to review/audit Perfect Clean General Services' invoice, within which time DBM RO VII 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 case of discrepancies in the invoice, the same shall be returned to Perfect Clean General Services for appropriate correction or revision in which case DBM RO VII shall have 15 days from receipt of the corrected invoice within which to settle the same.

6. Billing Requirements

Perfect Clean General Services shall support its billings with DBM RO VII approved daily time records as proof of services rendered to DBM RO VII within 15 working days after the end of applicable month. Should DBM RO VII 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 RO VII's request.

7. Amounts Earmarked and Held in Trust

DBM RO VII understands that by virtue of Philippine Laws, DO-18A and 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 RO VII 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 RO VII's fault or negligence.

8. Supervision and Control

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 RO VII on the matter. Perfect Clean General Services is the direct employer of the personnel assigned to DBM RO VII. Parties acknowledge that employer-employee relationship exists between Perfect Clean General Services and the personnel.

9. Replacement of Personnel

DBM RO VII 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 RO VII.

10. Confidentiality Clause

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



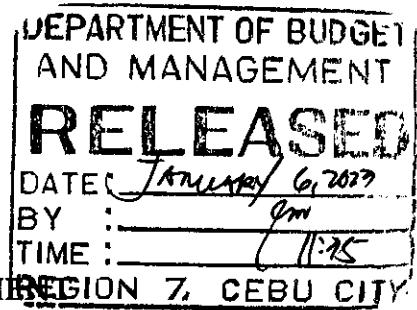
11. Term of Contract

The period of services shall take effect on January 1, 2023 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.

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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGIONAL OFFICE VII



Notice of Award

January 3, 2023

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 November 4, 2022 for the execution of the **Provision of Clerical Services for FY 2023**, for the Contract Price of equivalent to PESOS: THREE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTEEN PESOS AND 24/100 ONLY (Php 308,817.24), in accordance with the Instructions to Bidders is hereby accepted.

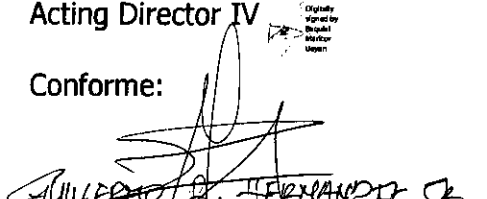
You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

Truly yours,

 Digitally signed
by Bernales
Lenin Sotto

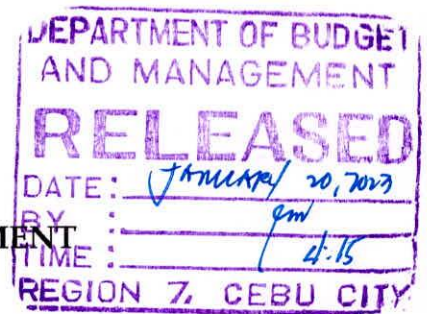
LENIN S. BERNALES
Acting Director IV

Conforme:


Perfect Clean General Services
Date: 01/06/23



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
 REGIONAL OFFICE VII



NOTICE TO PROCEED

January 20, 2023

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 2023**, effective **January 1, 2023 until December 31, 2023**.

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 VII**.

Truly yours,

 Digitally signed
 by Bernales
 Lenin Sotto

LENIN S. BERNALES

Acting Director IV



I acknowledge receipt of this Notice on 01/24/23

Name of the Representative of the Bidder: GUILLERMO R. HERNANDEZ JR

Authorized Signature: 