

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract for Pest Control Services was made and entered into by and between:

The **OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA)**, a Government Agency registered under the laws of the Republic of the Philippines with office address at OWWA Center Bldg., 7th st., cor. F. B. Harrison St., Pasay City, M. M., represented in this act by OWWA Administrator, **REBECCA J. CALZADO**, hereinafter referred to as the "**CLIENT**",

-and-

The **W. SIA PEST CONTROL SERVICES**, a duly registered firm existing by virtue of the laws of the Republic of the Philippines, with business address at 558 Cavite St., Gagalangin, Tondo, Metro Manila, Philippines, represented in this act by its General Manager, **WILFREDO G. SIA**, herein referred to as the "**CONTRACTOR**".

-WITNESSETH-

WHEREAS, OWWA, through the Bids and Awards Committee has conducted a sealed canvass on January 21, 2016 for the procurement of Pest Control Services based on RA 9184 also known as Government Procurement Reform Act, wherein W. SIA PEST CONTROL SERVICES has participated;

WHEREAS, W. SIA PEST CONTROL SERVICES, is a duly licensed independent contractor engaged in providing labor and equipment for the Pest Control Services and has employed the qualified personnel to perform the services required by OWWA;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the parties have agreed and do hereby agree on the following:

1. SCOPE OF WORKS/ DUTIES AND RESPONSIBILITIES

W. SIA PEST CONTROL SERVICES shall provide Pest Control Services on the building and grounds of OWWA as follows:

- A. General Survey and inspection of the whole building and premises i.e. OWWA Main Building at Pasay City, BFO Devcen at Intramuros, Malibay Warehouse at Pasay City, to verify and identify that there are pests and assess the extent of infestation of each areas.
- B. Preparation of work schedule to be submitted to the Engineering and General Services Division (EGSD) at least two (2) days prior to the treatment, indicating among other things the date, time, location and persons who will acknowledge the work done within the premises. The EGSD may request for a change in the schedule in the conduct of Pest Control.
- C. Application of appropriate treatment on space-spray areas, like offices, hallways, toilet areas, pantry areas and other areas inside & outside the building. Cockroaches bait application shall be done through application of gel type insecticides where spraying is not possible.
- D. Frequency of Service: Twice (2x) a month to control and abate the pests.
- E. Rodent or Rat Control shall be done by installation of sufficient second generation anti-coagulant rodenticides along possible runways and breeding sites. Supplemental control shall be done through rodent traps and glue boards.
- F. Service Warranty: In the event that heavy infestation of pests arises within the ten (10) months period, a follow-up assessment will be done free of charge.

- G. Pest Control Service Technicians should be available 24/7 or as the need arises. They shall be in proper uniform and identification Cards provided by W. SIA PEST CONTROL SERVICES. The technicians shall be allowed access to OWWA premises only during their respective scheduled working hours as approved by OWWA.
- H. W. SIA PEST CONTROL SERVICES shall submit itself, its representative and all its workers under the security and safety rules and regulations of OWWA. As such, OWWA shall provide its authorized personnel to accompany and guide the APESCO personnel who will perform the pest control services in the building and grounds of OWWA.

2. TERMS OF PAYMENT

- A. For and in consideration of the services to be rendered by W. SIA PEST CONTROL SERVICES to OWWA, OWWA shall pay W. SIA PEST CONTROL SERVICES the amount of **NINETY THOUSAND PESOS (P90,000.00)** VAT INCLUSIVE for ten (10) months from **March to December 2016**.
- B. Terms of Payment: Upon completion of every monthly service
Payment shall be made by OWWA upon presentation of duly signed Service Invoices and Service Acknowledgement Receipts, and a certificate from the EGSD that the required pest control services have been satisfactorily rendered by W. SIA PEST CONTROL SERVICES and list of equipment, chemicals and other supplies used by W. SIA PEST CONTROL SERVICES properly inspected by OWWA representatives.
- C. Contract price will be fixed for the entire duration of the contract. Any unforeseen increases will be shouldered by the contracting agency.

3. FORCE MAJEURE

W. SIA PEST CONTROL SERVICES shall not be liable for the failure to perform any obligation under this contract for reasons beyond its control, including force majeure. However, W. SIA PEST CONTROL SERVICES shall promptly notify OWWA in writing of the occurrence of any such event or majeure.

4. LIABILITIES AND THIRD PARTIES



- A. It is expressly understood and agreed that there exist no employer-employee relationship between OWWA and W. SIA PEST CONTROL SERVICES or the latter's personnel. W. SIA PEST CONTROL SERVICES warrants that OWWA shall not be held liable for any loss or damage caused by W. SIA PEST CONTROL SERVICES or its service technicians committed within the premises of OWWA.
- B. W. SIA PEST CONTROL SERVICES further warrants that OWWA shall be free from any suit or liability resulting from claims of any nature, whether of injuries, damage or death that may be suffered by the service technicians in their line of duty or may be inflicted on other parties. W. SIA PEST CONTROL SERVICES shall at all times be solely liable and/or responsible for said eventualities and shall hold OWWA free from any liabilities in respect thereto or arising therefrom.

5. DURATION OF AGREEMENT

The contract duration is for ten (10) months which shall take effect upon receiving of Service/Purchase Order and shall continue to have force and effect until the last month of the contract. The contract maybe renewed pursuant to existing laws upon mutual agreement of the parties. However, OWWA has also the right to terminate this contract by reason of unsatisfactory performance and may, upon written notice, rescind the contract for failure of W. SIA PEST CONTROL SERVICES to abide by the terms and conditions thereof.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on _____
at Pasay City, Philippines.

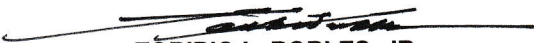
OVERSEAS WORKERS
WELFARE ADMINISTRATION



REBECCA J. DALZADO
Administrator


W. SIA PEST CONTROL SERVICES


WILFREDO G. SIA
General Manager

WITNESSES:


TORIBIO L. ROBLES, JR.


Lorraine C. Ventura

CERTIFIED FUNDS AVAILABLE:



HERMINIGILDO D. MENDOZA
OIC, Accounting Division

₱90,000.00 - (March - Dec. 2016)
I - B. 4 I - P. 1. 2 II - P. 1. 2
2/24/2016

201602538

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY) s. s.

Before me, a Notary Public, for and within Pasay City, Philippines, personally appeared:

NAMES	CTC Number	Issued on	Place
REBECCA J. CALZADO	<u>05178501</u>	<u>12-15-15</u>	<u>manila</u>
WILFREDO G. SIA			

Both known to me and to me known to be the same persons executed the foregoing instrument of contract of services consisting of four (4) pages including the page on which this Acknowledgement is written and signed on each and every page by the parties and their instrumental witnesses. And they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on this 04 MAR 2016 day of CITY OF MANILA 2016 City, Philippines.

Doc. No.: 181
Page No.: 04
Book No.: 07
Series of 2016

Notary Public
ATTY. REY VASQUEZ
NOTARY PUBLIC
UNTIL DECEMBER 31/2016
PTR NO. 3233781/1, 4, 16 MLA.
IBP NO. 03285 /1, 4, 16 MLA.
ROLL NO. 43756



Republic of the Philippines
OVERSEAS WORKERS WELFARE ADMINISTRATION
Department of Labor and Employment



NOTICE OF AWARD

02 February 2016

Mr. WILFREDO G. SIA
General Manager/Pest Consultant
W. SIA PEST CONTROL SERVICES
558 Cavite St., Galangin, Tondo
Metro Manila


Dear Mr. Sia:

Please be informed that your bid proposal dated 28 January 2016 for the **Proposal for the Supply of Labor and Materials for the Application of Pest Control for the Period of March to December 2016** with the Total Contract Price of **Ninety Thousand Pesos (90,000.00)** only, has been accepted.

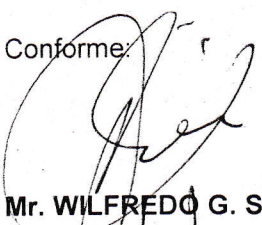
Kindly acknowledge receipt and acceptance of this notice by signing the space provided below and submit a copy to the **Overseas Workers Welfare Administration**.

Thank you,

Very truly yours,


REBECCA J. CALZADO
Administrator

Conforme:


Mr. WILFREDO G. SIA
General Manager/Pest Consultant W. SIA PEST CONTROL SERVICES
Date: 2/12/16



Republic of the Philippines
OVERSEAS WORKERS WELFARE ADMINISTRATION
Department of Labor and Employment



NOTICE TO PROCEED

Date: FEB 05 2016

Mr. WILFREDO G. SIA
General Manager/Pest Consultant
W. SIA PEST CONTROL SERVICES
558 Cavite St., Gagalangin, Tondo
Metro Manila

Dear Mr. Sia:

The attached contract having been approved, notice is hereby given to **W. SIA PEST CONTROL SERVICES** that service may commence for the **Supply of Labor and Materials for the Application of Pest Control** for the period of **01 March to 31 December 2016**.

Please acknowledge receipt and acceptance of this notice by signing the space provided below and submit a copy to the **Overseas Workers Welfare Administration**.

Thank you.

Very truly yours,


REBECCA J. CALZADO
Administrator

I acknowledge receipt of this Notice on _____

Mr. WILFREDO G. SIA
General Manager/Pest Consultant **W. SIA PEST CONTROL SERVICES**