

## 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., 7<sup>th</sup> st., cor. F. B. Harrison St., Pasay City, M. M., represented in this act by OWWA Administrator, **HANS LEO J. CACDAC**, hereinafter referred to as the "**CLIENT**",

-and-

The **POWER HOUSE PEST CONTROL SERVICES**, a duly registered firm existing by virtue of the laws of the Republic of the Philippines, with business address at 2242 R. Fernandez St. Gagalangin, Tondo 1013, Manila represented in this act by its General Manager/Owner, **ANNA MARIE M. ESCOBER**, herein referred to as the "**CONTRACTOR**".

-WITNESSETH-

WHEREAS, OWWA, through the Bids and Awards Committee has conducted a sealed canvass on January 26, 2017 for the procurement of Pest Control Services based on RA 9184 also known as Government Procurement Reform Act, wherein **POWER HOUSE PEST CONTROL SERVICES** has participated;

WHEREAS, **POWER HOUSE 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

**POWER HOUSE 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. The CONTRACTOR shall provide and supply all chemicals, equipment, and competent manpower needed to perform and satisfy services stipulated above. The CONTRACTOR hereby guarantees that it shall only use safe and effective formulation approved by the Food and Drugs Administration (FDA) and shall assign and guarantee competent, honest service technicians to undertake the required services to assure the proper application and treatment.
- D. 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.
- E. Frequency of Service.
- E.1 Residual surface spraying, weekly
- E.2 Gel Baiting, severe cockroach infestation twice a month.
- E.3 Rat Abatement, twice a month such as mouse traps, etc.
- F. 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.
- G. The CONTRACTOR shall provide at least two (2) reliable pest control technicians for the General Pest Control Services. 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 the CONTRACTOR. The technicians shall be allowed access to OWWA premises only during their respective scheduled working hours as approved by OWWA.
- H. The CONTRACTOR 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 POWER HOUSE personnel who will perform the pest control services in the building and grounds of OWWA.
- H.1 Ensuring proper disposal of wastes generated in conducting general pest control services with paramount concern in minimizing and eradicating its effects on our environment.
- H.2 Ensuring that technical person who will conduct regular general pest control services will be in proper company uniform and shall use protective gears in the performance of their function.
- H.3 Ensuring that during general pest control services the CONTRACTOR shall provide a service report to EGSD within 24 hours from the time of completion of service.
- I. The parties hereto agree that the personnel of the CONTRACTOR may be subjected to on-the-spot search inspection by the CLIENT's security guard on duty whenever entering and/or leaving the premises.



- J. The CLIENT, on the other hand, before the CONTRACTOR renders general pest control services should do the following:
- J.1 To cover all equipment (especially computers) and aquariums.
  - J.2 Smoke detectors should be temporarily disconnected.
  - J.3 Remove all food stuffs and cover food utensil.
  - J.4 Smoking is prohibited.
  - J.5 No employees are allowed to enter the area during the treatment except the one designated by the CLIENT to assist the CONTRACTOR.
- K. The CLIENT, after each general pest control services should do the following:
- K.1 Clean, with detergent soap and water all kitchen wares and utensils.
  - K.2 If possible, no food should be stored on employee's tables so as not to attract rodents to stay inside the CLIENTS's premises.
- L. 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.

## 2. TERMS OF PAYMENT

- A. For and in consideration of the services to be rendered by POWER HOUSE PEST CONTROL SERVICES to OWWA, OWWA shall pay POWER HOUSE PEST CONTROL SERVICES the amount of **TWELVE THOUSAND SEVEN HUNDRED SEVENTY SEVEN PESOS (P12,777.00)** VAT INCLUSIVE per month from **March to December 2017**.
- 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 POWER HOUSE PEST CONTROL SERVICES and list of equipment, chemicals and other supplies used by POWER HOUSE 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

POWER HOUSE 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, POWER HOUSE 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 POWER HOUSE PEST CONTROL SERVICES or the latter's personnel. POWER HOUSE PEST CONTROL SERVICES warrants that OWWA shall not be held liable for any loss or damage caused by POWER HOUSE PEST CONTROL SERVICES or its service technicians committed within the premises of OWWA.
- B. POWER HOUSE 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. POWER HOUSE 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 POWER HOUSE 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**

**HANS LEO J. CACDAC**  
Administrator

**TORIBIO L. ROBLES, JR.**

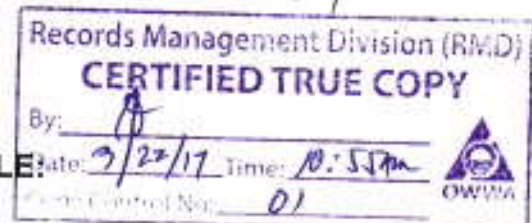
**POWER HOUSE PEST CONTROL SERVICES**

**ANNA MARIE M. ESCOBER**  
General Manager

WITNESSES:

**DARYN JOY LABAY**

**CERTIFIED FUNDS AVAILABLE**



**HERMINIGILDO D. MENDOZA**  
OIC, Accounting Division

₱127,770 (Mar - Dec. 2017)

201703997

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

**MANILA** ) s. s.

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

NAMES	CTC Number	Issued on	Place
HANS LEO J. CACDAC	<u>27199795</u>	<u>01/5/13</u>	<u>Manila</u>
ANNA MARIE M. ESCOBER			

Both known to me and to me known to be the same persons executed the foregoing instrument of contract of services consisting of five (5) 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.

MAR 21 2017

WITNESS MY HAND AND SEAL on this \_\_\_\_\_ day of \_\_\_\_\_ 2017  
MANILA City, Philippines.

Doc. No.: 61  
Page No.: 13  
Book No.: XXX  
Series of 2017

*[Signature]*  
Notary Public  
**ATTY. JOSELYN BONNIE V. VALEROS**  
NOTARY PUBLIC, ROLL NO. 54515  
PTR No. 102102 Issued on Dec. 27, 2016 Until Dec. 31, 2017  
JSP LTR No. 102102 Issued on Aug. 21, 2007  
Commission No. 102102 Issued on Dec. 27, 2016 Until Dec. 31, 2017  
MCLE No. V0010219 Issued on June 14, 2015 (valid until April 14, 2016)  
Office Add: Inwood Bayfront Tower, 1642 A, Urdaneta, Manila

201703887

Records Management Division (Records)  
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