

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, **HANS LEO J. CACDAC**, hereinafter referred to as the "**CLIENT**",

-and-

The **JMC PEST MANAGEMENT**, a duly registered firm existing by virtue of the laws of the Republic of the Philippines, with business address at 30-A Mariveles St., Sta. Mesa Heights, Quezon City represented in this act by its Proprietor/Owner, **CAESAR M. TADIARCA**, herein referred to as the "**CONTRACTOR**".

-WITNESSETH-

WHEREAS, OWWA, through the Bids and Awards Committee has conducted a sealed canvass on February 26, 2019 for the procurement of Pest Control Services based on RA 9184 also known as Government Procurement Reform Act, wherein JMC PEST MANAGEMENT has participated;

WHEREAS, JMC PEST MANAGEMENT, 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

JMC PEST MANAGEMENT shall provide Pest Control Services on the building and grounds of OWWA as follows:

- A. The CONTRACTOR agrees to perform all the necessary services of the extermination and control of disease transmitting and destructive pests such as cockroaches, ants, mosquitos and rodents through the use of modern and pesticides duly approved by the Food and Drugs Administration (FDA);
- B. The CONTRACTOR shall provide at least two (2) reliable pest control technicians for the General Pest Control Services;



- C. The CONTRACTOR's General Pest Control Services under this contract shall include the following:
- i. Residual surface spraying, weekly
 - ii. Gel Baiting, for severe cockroach infestation twice a month
 - iii. Rat Abatement, twice a month such as mouse traps, etc.
- D. The CONTRACTOR shall provide and supply all chemicals, equipment's 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 sign and guarantee competent, honest service technicians to undertake the required services to assure the proper application and treatment;
- E. The CONTRACTOR further agrees to abide by the existing health and safety, environmental and quality procedures as being implemented by the CLIENT;
- i. Ensuring proper disposal of wastes generated in conducting general pest control services with paramount concern in minimizing and eradicating its effect on our environment.
 - ii. 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.
 - iii. 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.
- F. The CONTRACTOR commits itself to give technical support within twenty-four (24) hours for special general pest control treatment request by the CLIENTS;
- G. The parties here to agree that the personnel of the CONTRACTOR may be subjected to on-the-spot search inspection by the CLIENT's security guards on duty whenever entering and/or leaving the premises;
- H. The CLIENT, on the other hand, before the CONTRACTOR renders general pest control services should do the following:
- i. To cover all equipment's (especially computers) and aquariums.
 - ii. Smoke detectors should be temporarily disconnected.
 - iii. Remove all food stuffs and cover food utensils.
 - iv. Smoking is prohibited.
 - v. No employees are allowed to enter the area during the treatment except the one designated by the CLIENT to assist the CONTRACTOR.
 - vi. To secure work permit at least one day before the render general pest control services.



- I. The CLIENT, after each general pest control services should do the following:
 - i. Clean with detergent soap and water all kitchen wares and utensils.
 - ii. If possible, no food should be stored on employee's tables so as not to attract rodents stay inside the CLIENT's premises.

2. TERMS OF PAYMENT

- A. For and in consideration of the services to be rendered by JMC PEST MANAGEMENT to OWWA, OWWA shall pay JMC PEST MANAGEMENT the amount of **ELEVEN THOUSAND SEVEN HUNDRED FIFTY PESOS (P11,750.00) VAT INCLUSIVE** per month from **March to December 2019**.
- 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 JMC PEST MANAGEMENT and list of equipment, chemicals and other supplies used by JMC PEST MANAGEMENT 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

JMC PEST MANAGEMENT shall not be liable for the failure to perform any obligation under this contract for reasons beyond its control, including force majeure. However, JMC PEST MANAGEMENT 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 JMC PEST MANAGEMENT or the latter's personnel. JMC PEST MANAGEMENT warrants that OWWA shall not be held liable for any loss or damage caused by JMC PEST MANAGEMENT or its service technicians committed within the premises of OWWA.
- B. JMC PEST MANAGEMENT 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. JMC PEST MANAGEMENT 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 Contract/Notice to Proceed 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 JMC PEST MANAGEMENT to abide by the terms and conditions thereof.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on MAR 19 2019 at Pasay City, Philippines.

OVERSEAS WORKERS
WELFARE ADMINISTRATION


HANS LEO J. CACDAC
Administrator

JMC PEST MANAGEMENT



CAESAR M. TADIARCA
Proprietor/Owner

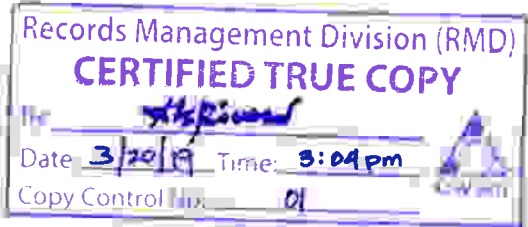
WITNESSES:


LEVINT. GABUTAN



CERTIFIED FUNDS AVAILABLE:


KAREN JOY B. PADDUYAO
OIC, Accounting Division
₱ 117,500.



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
HANS LEO J. CACDAC CAESAR M. TADIARCA	<u>67851526</u>	<u>JANUARY 4/2019</u>	<u>QUEZON CITY</u>

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.

WITNESS MY HAND AND SEAL on this MAR 19 2019 day 19 of 2019
QUEZON CITY City, Philippines.

Notary Public

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J. M. SEGUIT
NOTARY PUBLIC
UNTIL DEC. 31, 2020
ROLL NO. 59421, TIN NO. 427-346-464-550
PTR NO. 7324560 01/04/2019 Q.C.
IBP NO. 097649 / 01-04-2019 Q.C.
MCLE COMP. V-0019528 04/14/2019
ADM. MATTER NO. NP-025 (2019-2020)
ADD: 112 WEST AVENUE, BRGY. PHILAM QUEZON CITY

