

CONTRACT NO. 2019-3-301

**SUPPLY OF SERVICES FOR THE PEST CONTROL SERVICE AT SEC OFFICE SPACES AT PICC FOR
A PERIOD OF ONE (1) YEAR**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this ___ day of May 2019 at Pasay City by and between:

SECURITIES AND EXCHANGE COMMISSION, a government agency created by virtue of Commonwealth Act No. 83, with office address at 3/F Secretariat Building, PICC Complex, Pasay City, represented herein by its HRAD Director, **ROMUALD C. PADILLA**, duly authorized for this purpose herein referred to as the "**SEC**".

-and-

PEST AWAY CORPORATION, a corporation duly registered and existing under the laws of the Philippines, with principal office address at 30 St. Francis Ave., JPA Subdivision, Tunasan, Muntinlupa City herein represented its authorized representative, **ARMINDA ORTEGA**, who is duly authorized to sign this contract as indicated in the Authority of Signatory dated November 9, 2018, a copy which is hereto attached as Annex "A", hereinafter referred to as "**PEST AWAY**";

WITNESSETH that:

WHEREAS, PEST AWAY is engaged in the business of rendering PEST CONTROL SERVICES for pest control maintenance treatment to SEC;

WHEREAS, the SEC desires to engage the services of a pest control service contractor for the purpose of controlling flying and crawling insects, rodents, other pests found in its area and thereafter maintaining a pest-free and hygienic workplace;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual agreement and stipulation hereinafter set forth, the parties hereby agree as follows:

SECTION 1. The services provided by PEST AWAY shall consist of the following:

1. **SCOPE OF WORKS** – Supply of Labor, Tools & Equipment, Materials, Technical Expertise to do the following services:

a. **INSECT CONTROL** – to control all crawling and flying insects present in the SEC leased office space and conference rooms in PICC.

- a.1 Crawling insects
 - 1. Spraying using residual insecticide
 - 2. Spraying using knockdown chemical
- a.1 Surface spraying shall be done using a Professional Sprayer. Shall be applied on places and areas where insects congregate, crawl and hide or through cracks and crevices from which they may enter.
- a.2 Flying insects
 - 1. Misting/fogging
- a.3 Other pests such as cockroaches and ants
 - 1. To apply gel-baiting, where liquid treatment is not appropriate, if necessary, especially at the stock rooms and pantries.

- b. **RODENT CONTROL** – to control all types of rodents present in the area
- b.1 Conduct pre-baiting activity to identify population and harborage areas, implement rodent eradication and control, like mechanical baiting and glue trappings.
 - b.2 Install cage and glue traps at strategic locations in all SEC leased office areas where applicable. Apply/replace effective chemical baits, secure rodent bait stations, removal of dead rodents and spray deodorizer as need to mask the unpleasant odor of the decaying rodents.
 - b.3 Seal gaps and holes that serve as entry and exit points of rodents. Identification of possible rodent harborage is also coordinated with the General Services Division for its removal and rectification, if necessary.
 - b.4 Weekly monitoring of the cage/glue traps and baits.

2. **AREAS TO BE TREATED** – Secretariat Building (East, West and North Wings of the Ground Floor), Third Floor and Annex Building including the Front and Back yard.

3. **CHEMICALS TO BE USED** – Pesticides and chemical baits as approved by the Fertilizer and Pesticide Authority (FPA) and/or Food and Drug Administration (FDA). PEST AWAY shall submit a list of pesticides and chemical baits including Material Safety Data Sheet (MSDS) and Certificate of Product registration from FPA or FDA, whichever is appropriate. The list must also indicate the uses and their chemical family/classification. Two or Three chemical families must be observed for each activity (e.g. residual spraying – two different insecticides from different pesticide family/classification).

4. **FREQUENCY OF TREATMENT**

PEST AWAY shall render and perform the best quality pest control services **4x a month for one year.**

5. **SCHEDULE OF SERVICES**

PEST AWAY is only allowed to carry out the pest control services on the following schedules:

- Fogging/misting weekly (every Sunday from 7:00PM to 2:00AM)
- Residual Spraying weekly (every Sunday from 7:00PM to 2:00AM)
- Rodent/Cat Control weekly (every Thursday from 9:00AM to 5:00PM)

SECTION 2. SERVICE FEE – in consideration of the services to be rendered by PEST AWAY pursuant to this Agreement, the SEC shall pay PEST AWAY the sum of **Seventeen Thousand Three Hundred Thirty-Three and 33/100 Pesos (Php17,333.33) per month for a total amount of Two Hundred Eight Thousand Pesos (Php208,000.00) for one (1) year**, inclusive of VAT.

SECTION 3. DURATION – This Contract shall be valid for a period of one (1) year and effective from the date of receipt of **NOTICE TO PROCEED**.

SECTION 4. TERMINATION – Neither party may terminate this agreement during the first three (3) months of its effectivity. Thereafter, either party may, after giving the other party thirty (30) days prior written notice, terminate this agreement.

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

SECURITIES AND EXCHANGE COMMISSION
TIN: 000-190-308-000

PEST AWAY CORPORATION
TIN: 224-977-203-000

By: _____
Signing for, and in behalf of the Chairperson:


ROMUALD C. PADILLA
Director, HRAD
TIN: 170-266-059-000


ARMINDA ORTEGA
Authorized Representative
TIN: 270-145-000-000

SIGNED IN THE PRESENCE OF :

By: _____


MARCELO Q. RABARA
Witness

By: _____


DAREEN U. BICO
Witness

Certified Funds Availability:


ADELAÍDA C. NAVARRO-BANARIA
Director, FMD

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay pm this ___ day of _____ 2019, personally came and appeared the following, presenting competent evidence of identity, as follows:

Name

Evidence of Identity

ROMUALD C. PADILLA

TIN: 170-266-059-000

all known to me and to me known to be the same persons who executed this Agreement consisting of five (5) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

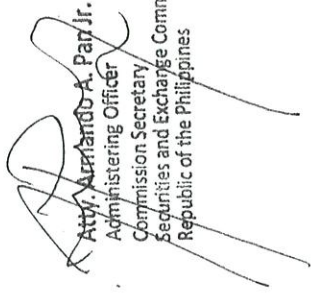
Notary Public

Doc. No. _____

Page No. _____

Book No. _____

Series of 2019


Atty. Armando A. Pan Jr.
Administering Officer
Commission Secretary
Securities and Exchange Commission
Republic of the Philippines

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CIPASAY CITY MUNTINLUPA S. S.

JUL 01 2019
BEFORE ME, a Notary Public for and in the City of Pasay pm this ___ day of ___ 2019,
personally came and appeared the following, presenting competent evidence of identity, as follows:

Name Evidence of Identity

ARMINDA ORTEGA **TIN: 270-145-000-000**

all known to me and to me known to be the same persons who executed this Agreement consisting of five (5) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Notary Public

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MEYNARD R. JOB
Notary Public for Muntinlupa City
Notarial Commission No. 19-003
Until December 31, 2020
PTR No. 3244564 / Jan. 03, 2019 / Muntinlupa City
IBP Lifetime No. 1010271
Roll No. 49786 / PPLM
MCLE Compliance No. VI-0019564 / March 01, 2019
2731-C Bruger Street, Bruger Subdivision,
Putatan, Muntinlupa City

J