

CONTRACT AGREEMENT NO. 2020-03-013

SUPPLY OF GOODS FOR PEST CONTROL SERVICES FOR THE SEC HEAD OFFICE IN PICC FOR A PERIOD OF ONE (1) YEAR

KNOW ALL MEN BY THESE PRESENTS: **AUG 07 2020**

This AGREEMENT made and entered into this ___ day of July 2020 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 Human Resource and Administrative Department Officer-in-Charge Director, **ROMUALD C. PADILLA**, duly authorized to sign contract under SEC Office Order No. 236, series of 2020, a copy of which is hereto attached as Annex "A", herein referred to as the "**SEC**";

-and-

POWER HOUSE PEST CONTROL SERVICES, a corporation duly registered and existing under the laws of the Philippines, with principal office address at 2422 R. Fernandez St. Gagalangin Brgy. 166, Zone 15, Tondo Manila 1012 herein represented by its General Manager/Owner, **ANNA MARIE M. ESCOBER**, 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 "**POWER HOUSE**";

WITNESSETH that:

WHEREAS, POWER HOUSE PEST CONTROL SERVICES 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 POWER HOUSE shall consist of the following:

- I. 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.
 - i. Crawling insects
 - 1. Spraying using residual insecticide.
 - 2. Spraying using knock down chemical.

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.

- b. **RODENT CONTROL** – to control all types of rodents present in the area.
- i. Conduct pre-baiting activity to identify population and harborage areas, implement rodent eradication and control, like mechanical baiting and glue trappings.
 - ii. 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.
 - iii. 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.
 - iv. Weekly monitoring of the cage/glue traps and baits.

II. AREAS TO BE TREATED

- a. Secretariat Building
Ground Floor - East, West and North Wing
2nd Floor – Function Rooms A and B only
3rd Floor – entire leased area including Breezeway
- b. Annex Building/Warehouse (including the Front and Back yard)

III. CHEMICALS TO BE USED – Pesticides and chemical baits as approved by the Fertilizer and Pesticide Authority (FPA) and/or Food and Drug Administration (FDA).

POWER HOUSE 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).

IV. FREQUENCY OF TREATMENT

POWER HOUSE shall render and perform the best quality pest control services **8x a month for one year.**

Breakdown:

- 4x a month – Fogging/Misting and Residual Spraying
- 4x a month – Rodent/Cat Control

V. SCHEDULE OF SERVICES

POWER HOUSE is only allowed to carry out the pest control services on the following schedules:

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

VI. MINIMUM HEALTH AND SAFETY PROTOCOLS – standard measures to control and prevent the spread, exposure and contact of the COVID-19 virus.

- a. POWER HOUSE shall submit a calendar schedule of treatments guided with the schedule limitations stated in Section 1 Item V in this agreement for a period of one (1) year, starting from the effectivity of the contract as also stated in Section 3 of this agreement.
- b. POWER HOUSE shall submit the names and contact information of their service technicians such whom to conduct the service/treatments at a certain date.
- c. POWER HOUSE shall conduct Rapid Tests for COVID-19 to their assigned technicians and submit copies of their negative results for IgM and IgG to SEC and PICC on the day of their conduct of the treatment. The Rapid Test's validity shall only be for two (2) weeks, it is necessary to conduct another rapid test for the succeeding weeks.
- d. POWER HOUSE shall be responsible to equip their technicians with personal protective equipment (PPE) such as, Face Masks, Face Shields, Gloves and the like. POWER HOUSE shall also orient their technicians on proper social distancing and personal disinfecting procedures.
- e. POWER HOUSE shall be subjected to Standard Body Temperature Checks and Health Questionnaire's upon entry of SEC leased premises.
- f. SEC will deny entry to technicians/personnel's without copies of results for rapid tests, proper PPE's and body temperatures of 37.5° and above. POWER HOUSE shall only be allowed to conduct the scheduled service when a replacement technician satisfies the above mentioned conditions and tests, otherwise forfeiting the scheduled service for that day.

SECTION 2. SERVICE FEE – in consideration of the services to be rendered by POWER HOUSE pursuant to this Agreement, the SEC shall pay POWER HOUSE the sum of **Two Thousand Five Hundred Eighty and 94/100 Pesos (₱2,580.94) per service/treatment or Twenty Thousand Six Hundred Forty-Seven and 50/100 Pesos (₱20,647.50) for eight (8) services per month for a total amount of Two Hundred Forty-Seven Thousand Seven Hundred Seventy Pesos (₱247,770.00) for ninety-six (96) services 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 (starting on the date receipt of such 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

POWER HOUSE PEST CONTROL SERVICES
TIN: 900-164-810-000

Signing for, and in behalf of the Chairperson:

By:



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

By:



ANNA MARIE M. ESCOBER
Authorized Representative
TIN: 900-164-810-000

SIGNED IN THE PRESENCE OF :

By:



MARCELO Q. RABARA
Witness

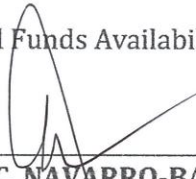
By:



Marianne Claire Mariano

Witness

Certified Funds Availability:



ADELAIDA 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 16th day of September 2020, personally came and appeared the following, presenting competent evidence of identity, as follows:

<u>Name</u>	<u>Evidence of Identity</u>
ROMUALD C. PADILLA	TIN: 170-266-059-000

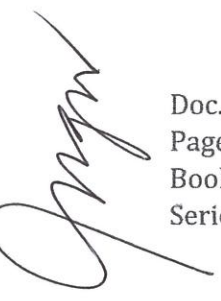
all known to me and to me known to be the same persons who executed this Agreement consisting of five (5) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

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

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Page No. _____
Book No. _____
Series of 2020


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



ACKNOWLEDGEMENT

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

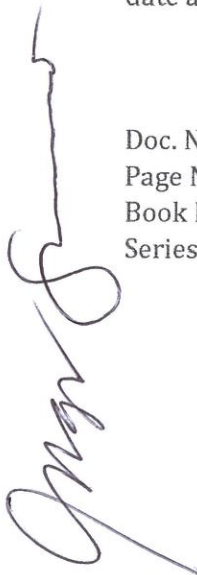
AUG 07 2020

BEFORE ME, a Notary Public for and in the City of Pasay pm this ___ day of _____ 2020, personally came and appeared the following, presenting competent evidence of identity, as follows:

<u>Name</u>	<u>Evidence of Identity</u>
ANNA MARIE M. ESCOBER	TIN: <u>900-164-810-000</u>

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Book No. XXXIII
Series of 2020

Notary Public

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City/Manila- Valid 12/31/2021
Notarial Commission No. 2020 - 033
2/F Midland Plaza Hotel, Adreatico st., Ermita, Mla,
IBP NO. 101538 / Jan. 6, 2020 - Pasig City
PTR. NO. 9115583 / Dec. 27, 2019 - Manila
Roll No. 68731/MCLE COMPLIANCE NO. VI-0017186 12-24-2019

