

CONTRACT NO. 2021-03-017

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

KNOW ALL MEN BY THESE PRESENTS: **AUG 13 2021**

This AGREEMENT made and entered into this ___ day of July 2021 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-

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, Tondo, Manila City herein represented its sole proprietor **ANNA MARIE M. ESCOBER**, hereinafter referred to as "POWER HOUSE";

WITNESSETH that:

WHEREAS, POWER HOUSE 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:

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 area
 - i. Crawling insects
 1. Spraying using residual insecticide
 2. Spraying using knockdown 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 (ex. 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, remove dead rodents and spray deodorizer as needed to mask the unpleasant odor of the decaying rodents

- iii. Seal gaps and holes that serve as entry and exit points of rodents. Identify possible rodent harborage and coordinate the same with the General Services Division for its removal and rectification if necessary.
- iv. Weekly monitoring of the cage/glue traps and baits.

2. 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 Backyard)

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)

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).

4. FREQUENCY OF TREATMENT

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

5. SCHEDULE OF SERVICES

POWER HOUSE shall only be 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)

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 **Seventeen Thousand Sixty-Four Pesos and 75/100 (Php17,064.75) per month for a total amount of Two Hundred Four Thousand Seven Hundred Seventy-Seven Pesos (Php204,777.00) for one (1) year,** inclusive of VAT.

SECTION 3. DURATION – This Contract shall be valid for a period of **one (1) year** effective from

SEP 02 2021

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.

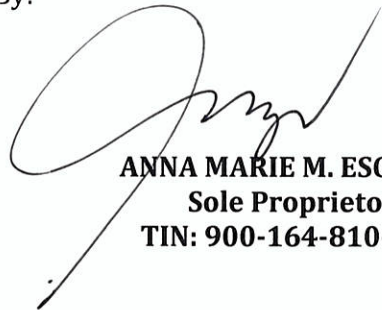
SECURITIES AND EXCHANGE COMMISSION
TIN: 000-190-308-000

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

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



ROMUALD C. PADILLA
Officer-in-Charge, HRAD
TIN: 170-266-059-000

By:


ANNA MARIE M. ESCOBER
Sole Proprietor
TIN: 900-164-810-000

SIGNED IN THE PRESENCE OF :

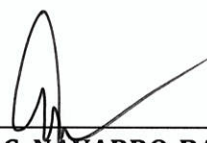
By:

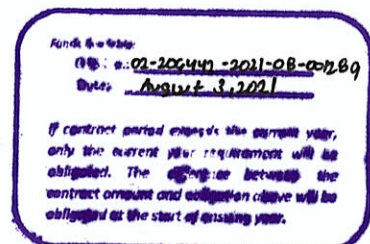

PEDRO ALFONSO DC REGULTO JR.
Witness

By:


ELLAINE T. CRUZ
Witness

Certified Funds Availability:


ADELAIDA C. NAVARRO-BANARIA
Director, FMD



ACKNOWLEDGEMENT

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

BEFORE ME, a designated person to administer oaths on this ___ day of _____ 2021, 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

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019


Atty. JASMINE CHARO L. GALAYCAY-ATIENZA
 Administering Officer
 Asst. Commission Secretary
 Securities and Exchange Commission
 Republic of the Philippines





ACKNOWLEDGEMENT

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

AUG 13 2021

BEFORE ME, a Notary Public for and in the City of Pasay on this ___ day of _____ 2021, 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	<u>TIN: 900-164-80-00</u>

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. 81
Page No. 17
Book No. LIV
Series of 2021

ATTY. JOHN EDWARD TRINIDAD ANG
 Notary Public for the City of Manila-Valid 12/31/2021
 Notarial Commission No. 2020-033
 2F Midland Plaza Hotel, Adriatico St., Ermita, Manila
 IBP. No. 134850/ Dec. 14, 2020 / Pasig City
 PTR No. 9821951 / Jan. 4, 2021 at Manila
 Roll No. 68731 MCLE Compliance No. VI-0067186-Jan.24,2019

[Handwritten signatures and initials on the left margin]