

GENERAL PEST CONTROL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT entered into this SEP 23 day of 2015, 2015 by and between:

HOME GUARANTY CORPORATION, a Government-Owned and Controlled Corporation, existing under and by virtue of Republic Act No. 8763, with principal office at the Jade Bldg., 335 Sen. Gil J. Puyat Ave., Makati City, represented herein by its Acting Executive Vice-President **CORAZON G. CORPUZ**, hereinafter referred to as the "**CLIENT**";

-and-

POWER HOUSE PEST CONTROL SERVICES, a sole proprietorship duly registered and existing under and by virtue of the laws of the Republic of the Philippines, with business address located at 2422 R. Fernandez St. Gagalangin, Tondo, Manila, represented by its General Manager/Owner, **ANNA MARIE M. ESCOBER**, hereinafter referred to as the "**CONTRACTOR**";

WITNESSETH: That-

WHEREAS, the CLIENT conducted alternative procurement thru "Small Value Procurement" as provided for in Section 53.9 of the Revised IRR of R.A.9184 for the Comprehensive General Home Pest Control Treatment of Jade Building;

WHEREAS, the CONTRACTOR submitted its proposal which was evaluated by the CLIENT and declared responsive to the requirements of the CLIENT;

WHEREAS, on August 20, 2015, the Notice of Award was issued in favor of the CONTRACTOR and the CLIENT has accepted the proposal of the CONTRACTOR subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the foregoing premises, conditions and stipulations hereinafter set forth, the parties hereby mutually stipulate and agree as follows:

1. SERVICES – SCOPE OF WORK

The following Scope of Work shall be provided by the CONTRACTOR

1.1 GENERAL PEST ABATEMENT MAINTENANCE PROGRAM

- Target Pest: crawling and flying insects, rodents.
- Spraying of specifically formulated pesticides against all diseases transmitting and destructive flying and crawling insects.

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- Spraying insecticidal solution on harborages and breeding places of cockroaches, drainages, cracks and crevices and hidden surfaces to control general infestation.

1.2 MISTING METHOD

- Residual surface spraying, misting and defogging of insecticides solution using non-toxic/FPA approved chemicals.

1.3 GEL BAITING FOR COCKROACHES AND ANTS

- Use of non-toxic, no odor gel to cracks and crevices for crawling insects.

1.4 RODENT ABATEMENT MAINTENANCE PROGRAM

- Service covers the control of all species of rodents by the use of slow or fast acting rodenticides (chemical) and/or by the installation of effectively proven devices (mechanical) or by the combination of both.

1.5 FREQUENCY

1.5.1 The following services should be rendered as follows:

1. 1st and 3rd Saturday of the month (Afternoon 1:30 pm onwards):

- General Pest Abatement Maintenance Program (under 1.1).
- Gel Baiting for Cockroaches and Ants (under 1.3)
- Rodent Abatement Maintenance Program (under 1.4)
- Misting Method (under 1.2)

2. 2nd and 4th Sunday of the month (Morning 10 am onwards):

- General Pest Abatement Maintenance Program (under 1.1).
- Gel Baiting for Cockroaches and Ants (under 1.3)
- Rodent Abatement Maintenance Program (under 1.4)
- Misting Method (under 1.2)

1.6 OTHER SERVICES

- The CONTRACTOR shall conduct after service inspection to determine the result of the treatment.
- Advise CLIENT quarterly, or as the need arises on how to control pest infestation which includes the following :
 - a) Sanitation deficiency that can be improved.
 - b) Entry points of pests that could be sealed.
 - c) Improper storage practices.

1.7 CHEMICALS TO BE USED

- The Contractor shall use the following chemicals:
 1. For Insect Control; any of the following
 - Crackdown EC, Dichlorvos EC, Vapona EC, Novim EC, Deluge Sc, Solfac WP.
 2. For Rodent Control; any of the following
 - Racumin paste, Racumin Dust, Klerat, Zinc Phosphide

2. CONSIDERATION FOR SERVICES

- 2.1 For and in consideration of the faithful and satisfactory services rendered, the CLIENT hereby agrees to pay the CONTRACTOR the amount of **NINE THOUSAND SIXTY FOUR PESOS AND 75/100 (P9,064.75) PER MONTH** or a total of **ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED SEVENTY SEVEN PESOS (P108,777.00)** in one year unless the Contract is terminated as provided hereunder.
- 2.2 Payment to the CONTRACTOR shall be in accordance with the Commission on Audit approved accounting rules and regulation.
- 2.3 The monthly billing shall be sent by the CONTRACTOR to the CLIENT and the payment shall be made by the CLIENT upon proper verification of the billing.
- 2.4 Every billing shall be supported by service report.
- 2.5 Both parties agree that the total price stated herein includes all applicable taxes, fees and charges

required by the government. The CONTRACTOR holds the CLIENT free from liability for any or all taxes arising out of this transaction.

- 2.6 The prices herein shall not be subject to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Agreement.

3. OBLIGATION AND RIGHTS OF THE CONTRACTOR

- 3.1 To 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 Fertilizer and Pesticide Authority (FPA) and FDA, and shall assign and guarantee competent, and honest service technicians to undertake the required services;
- 3.2 The CONTRACTOR shall be responsible for any loss or damage which through the negligence of its personnel may occur during the time of service, provided, however, that such loss or damage has been proven to be due to the negligence on the part of its personnel;
- 3.3 The parties hereto 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. CONTRACTOR shall provide proper identification cards to its employees during entry to the Client's office;
- 3.4 The CONTRACTOR shall render service weekly (under 1.5).
- 3.5 The CONTRACTOR is an independent contractor, and that there is no employer-employee relationship or principal and agent created between the CLIENT on one hand and the CONTRACTOR or any of its employees or other persons engaged in performing the services on the other hand.
- 3.6 The CONTRACTOR shall hold the CLIENT, its directors, officers, and/or assignees-in-interest free and harmless from any and all claims, demands, suits, losses or damages by third parties for any occurrences, in respect of personal injury to and/or the death of any person for any cause whatsoever in connection with the CLIENT's act, omission, default or negligence of any employee or agent of the CONTRACTOR in carrying out the obligations of the latter under this Agreement.

4. RIGHT AND OBLIGATIONS OF THE CLIENT

- 4.1 The CLIENT agrees to pay the CONTRACTOR the agreed contract price subject to the limitations/deductions provided in this Contract.
- 4.2 The CLIENT on the other hand makes sure that all areas covered are available on treatment day for effective pest control.

5. PRE TERMINATION

The CLIENT may pre terminate this Contract based on any of the following grounds:

- 1. The physical and economic condition have significantly changed so as to render the project no longer economically, financially, or technically feasible.
- 2. The Project is no longer necessary.
- 3. If the source of funds for the project has been withheld or reduced through no fault of CLIENT.

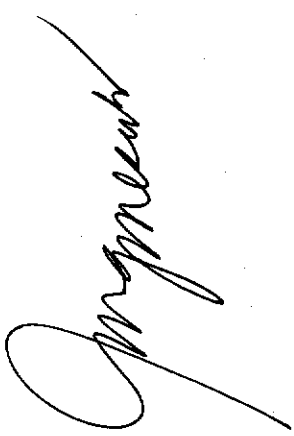
6. TERMINATION

The CLIENT shall terminate this Contract on any of the following grounds:

- Default of the CONTRACTOR in the performance of any of its obligations in this Contract;
- The CONTRACTOR commits any breach of its warranties or representations under this Contract, or has violated any law, rules and regulations to which is subject whether or not performed in relation to Contract;
- An order is issued by a court of competent jurisdiction declaring the CONTRACTOR to be in a state of suspension of payment, insolvency or bankruptcy.

It is determined prima facie that the CONTRACTOR has engaged, before or during the implementation of this Contract; in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts shall include, but are not limited to the following:

- i. Corrupt, fraudulent, coercive practices;
- ii. Drawing up or using forged or falsified documents;



7. TERM OF CONTRACT

This Agreement shall be effective for a period of two (2) years to commence on September 21, 2015. However, the parties may terminate the Contract, even without cause, provided that a fifteen (15) day prior written notice to the other party is given subject to pertinent sections of this Contract.

8. NOTICES

8.1 Any notice request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified hereunder.

Home Guaranty Corporation

Attention : Corazon G. Corpuz
Address : Jade Building, 335 Senator Gil Puyat, Ave., Makati City
Facsimile : 890-5450
Email address : cora_corpuz@hgc.gov.ph

Powerhouse Pest Control Services

Attention : Anna Marie M. Escobar
Address : 2422 R. Fernandez St. Gagalangin Tondo, Manila
Facsimile : 258-3492
Email address : powerhouse@yahoo.com

8.2 Notice shall be deemed to be effective, in case of personal delivery or registered mail, on delivery; in case of facsimile, within eight (8) hours following confirmed transmission, in case of telegrams, within twenty-four (24) hours from confirmed transmission.

8.3 A Party may change its address for notice hereunder by giving the other Party written notice of such change.

9. MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by and construed in accordance with Philippine laws. The Parties hereto agree that in case of any suit which may arise due to any violation of this Agreement, the same shall be



exclusively filed and prosecuted before a court of competent jurisdiction in the City of Makati, Philippines.

- 9.2 The terms and conditions contained herein constitute the entire agreement between the Parties and shall supersede all previous communications, oral or written, between them.
- 9.3 The Parties may, upon mutual written agreement, modify or amend any provision of this Agreement.
- 9.4 It is hereby agreed and understood that the right or remedy herein established or prescribed shall not be deemed a waiver of the CLIENT's other rights and remedies set forth elsewhere in the agreement and/or those prescribed and provided by law.
- 9.5 CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of CLIENT.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this _____ day of _____ 2015 at Makati City.

HOME GUARANTEE CORPORATION

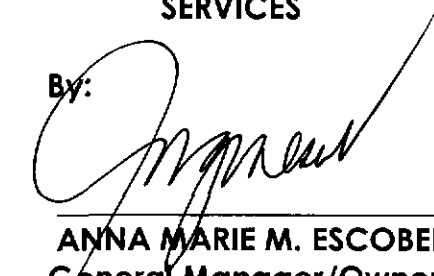
POWER HOUSE PEST CONTROL SERVICES

By:

By:





CORAZON G. CORPUZ
Acting Executive Vice-President/
Vice-President Corporate
Services Group



ANNA MARIE M. ESCOBER
General Manager/Owner

SIGNED IN THE PRESENCE OF:




ANNA MARIE M. ESCOBER

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI **MANILA**) S.S
X-----X

BEFORE ME, this SEP 23 2015 day of 2015 at **MANILA**
personally came and appeared :

NAME	Valid ID No.	Date of Issue	Place of Issue
CORAZON G. CORPUZ	<u>069</u>		<u>MAKATI CITY</u>
ANNA MARIE M. ESCOBER <i>SS</i>	<u>03-9217268-3</u>		<u>QUEZON CUM</u>

all known to me to be the same persons who executed the foregoing contract consisting of eight (8) pages including this page of acknowledgement duly signed by the parties and their witnesses and they acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the corporations herein respectively represented.

WITNESS MY HAND AND OFFICIAL SEAL, on the date and at the place first above written.

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NOTARY PUBLIC

[Signature]
ATTY. HENRY D. ALASA
 Notary Public, City of Manila
 Comm. No. 2014-162 until Dec. 31, 2015
 S.C. Roll No. 20679
 FRC Bldg. Taft P. Gil st., Malate M.A.
 IBP No. 939450 01/06/15 Z.M.
 PTR No. 88248821 01/05/18 M.L.
 I.C.E. Compliance No. 111-012921

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