

Contract of Agreement No. 2022-03-10

**SUPPLY AND DELIVERY OF EXTERMINATION FOR THE TERMITE
AND PEST CONTROL AT THE MAIN BUILDING, BUILDING II,
WAREHOUSE AND COVERED COURT OF DSWD FO III**

This contract made on the ____ day of _____ 2022 between

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III, a national government agency operating under the laws of the Republic of the Philippines, with office address at Diosdado Macapagal Regional Government Center, Barangay Maimpis, City of San Fernando, Pampanga represented by its Regional Director, **MARITES M. MARISTELA**, hereinafter referred to as the **"PROCURING ENTITY"**;

- AND -

MAC J PEST CONTROL SERVICES, with DTI No. 04972151 located at 30 Sto. Tomas St., Brgy. Don Manuel, Quezon City represented by **MR. MARLON DIDAL** in his capacity as Owner, hereinafter referred to as the **"SERVICE PROVIDER"**;

WHEREAS the Procuring Entity invited Bids for certain services, viz., **SUPPLY AND DELIVERY OF EXTERMINATION FOR THE TERMITE AND PEST CONTROL AT THE MAIN BUILDING, BUILDING II, WAREHOUSE AND COVERED COURT OF DSWD FO III** and has accepted a Bid by the Supplier for the services in the sum of **ONE HUNDRED FIFTEEN THOUSAND PESOS (PHP115,000.00)** (hereinafter called "the Contract Price").

WHEREAS, the Bids and Awards Committee recommended to the Head of the Procuring Entity that the project shall be awarded to **MAC J PEST CONTROL SERVICES**, its offer being the most advantageous to the Philippine Government;

NOW, THEREFORE, for and in consideration of the foregoing premises and other covenants hereinafter named, the parties agree as follows:

**ARTICLE I
CONTRACT DOCUMENTS**

The following documents shall constitute the integral parts of this Contract as fully as if their contents are incorporated, reproduced and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit:

2.1 the Canvass Form submitted by the **"SERVICE PROVIDER"**;



- 2.2 the Schedule of Requirements and the Technical Specifications;
- 2.3 the DSWD FO III PHILGEPS Posting with Reference No. 8481740;
- 2.4 the General Conditions of Contract;
- 2.5 the Special Conditions of Contract;
- 2.6 the Approved Project Proposal with Purchase Request No. 2022-02-139;
and
- 2.7 the Procuring Entity's Notification of Award and Proceed.

ARTICLE II SCOPE OF WORK

1. Area of Coverage

DMRGC, Brgy. Maimpis, City of San Fernando, Pampanga

AREA	AREA MEASUREMENT Sq. M)
BUILDING 1	2,188 Sq. M
BUILDING 2	4,426 Sq. M
Warehouse	588 Sq. M

2. Inspection of offices, pantry, records/storage rooms, comfort rooms, and other areas in all DSWD FO III Premises.

- a. Check possible signs of infestation.
- b. Identify passageways, breeding places, harborages of pests/insects/rodents, and termite colonies.
- c. Check evidence of damage, holes, window gaps and doors etc. caused by insects/pests/rodents.

3. Schedule of Treatment and Submission of Reports

Item	Description	Frequency	Schedule	Report
1	Inspection 1. Conduct of pre-inspection of the entire DSWD FO III Building and its premises to check signs of infestation	Once	Upon signing of the Contract and issuance of Notice to Proceed	Pre-Inspection Report (With photo documentation)

[Signature]

	2. Conduct of post-treatment inspection to assess the effectivity of the completed service treatments	Once	Within 3 days after completion of the pest/insect treatment	Post-treatment Inspection report (With photo documentation)
2	Pests/Insects 1. Administration of spray treatment	Twice	Last Saturday of each semester	Work Accomplishment Report (With photo documentation - before and after application of treatment)
	2. Misting of hallways, offices, warehouse and other DSWD FO III Facilities			
	3. Placement of baits in all necessary areas			
3	Rodents 1. Installation of bait stations at strategic locations in the DSWD FO III Premises	Twice	Last Saturday of each semester	Work Accomplishment Report (With photo documentation - before and after application of treatment)
	2. Inspection of installed bait stations including disposal of trapped rodents.			
	3. Replenishment of baits			
4	Termite 1. Soil Treatment	Once	Weekend of the chosen month by General Services Section	Work Accomplishment Report (With photo documentation - before and after application of treatment)

**ARTICLE III
DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

1. The "**SERVICE PROVIDER**" shall ensure that the scope of work and schedules are diligently rendered.
2. The "**SERVICE PROVIDER**" shall warrant that only chemicals duly approved by the Food and Drug Administration (FDA) shall be used. In addition, the "**SERVICE PROVIDER**" shall ensure that all the necessary materials, labor and equipment for the execution of its work will effectively terminate all pests, insects, rodents and termites in the DSWD FO III building and premises.
3. The "**SERVICE PROVIDER**" shall submit on time all the required reports as stated in Article II.
4. The "**SERVICE PROVIDER**" shall provide on-call services between schedules without additional cost to DSWD FO III, including performing immediate service, if required, also at no additional cost to DSWD FO III.
5. The "**SERVICE PROVIDER**" shall exercise diligence in performing its services to ensure that no illness, accident or damage will happen to any DSWD FO III employees, clients and properties. The "**SERVICE PROVIDER**" shall assume full responsibility for any claims or liabilities that may arise because of illness, accident and/or damage due to its acts of omission and negligence.

**ARTICLE IV
SCHEDULE OF PAYMENT**

Payment to the "**SERVICE PROVIDER**" shall be made after all the services are rendered inspected and accepted by the DSWD FO III Inspection and Acceptance Committee, subject to the submission of billing statement, corresponding accomplishment reports and other documentary requirements

The "**PROCURING ENTITY**" shall have the right to terminate this agreement if the "**SERVICE PROVIDER**" is willfully violating any of the material conditions, stipulations and covenants of this agreement. Unresolved issues or questions that will surface in the course of this procurement will be resolved in conformity with the IRR of RA 9184 and other pertinent laws and regulations.



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

For:

**DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT FIELD OFFICE III**

For:


MAC J PEST CONTROL SERVICES


MARITES M. MARISTELA, CESO III
Regional Director


MARLON DIDAL
Owner

CERTIFIED AS TO AVAILABILITY OF FUNDS:

SIGNED IN THE PRESENCE OF:


ANGELICA T. LAFUENTE
Regional Accountant


ARMONT C. PECINA
DC- Administrative Division

ACKNOWLEDGMENT

Republic of the Philippines)
Province of CITY OF SAN FERNANDO, PAMPANGA
City of _____

BEFORE ME this _____ day of APR 08 2022 at the City of _____,
CITY OF SAN FERNANDO, PAMPANGA in the Philippines personally appeared:

NAME	COM. TAX CERTIFICATE NO./ISSUED ID	ISSUED ON/ISSUED AT
MARITES M. MARISTELA, CESO III	90-0102	JULY 25, 2019/Q.C.
MARLON DIDAL		

Known to me and to me known to be the same persons who executed the foregoing contract consisting of six (6) pages including this page, for the purpose set forth therein and they acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

DOC NO. 131
PAGE NO. 48
BOOK NO. XXVI
SERIES OF 2022


ATTY. RYANN T. RUEDA
NOTARY PUBLIC, COM. EX. NO. 2022
NOTARIAL CHAMBER NO. 00000000000000000000
ISSUED FOR THE TERM OF 10 YEARS
EXPIRATION DATE: 2032
MULLEN, CALIFORNIA, U.S.A.
Associate for the Notary Public
RESIDENCE: 10000000000000000000
MAIN OFFICE: 10000000000000000000
GOVERNMENT CENTER, MAIN FLOOR
CITY OF SAN FERNANDO, PAMPANGA