



# CONTRACT AGREEMENT FORM PR\_NO.24-03-009\_PIAADMIN2024 PROCUREMENT OF ONE (1) LOT OF AGENCY PEST CONTROL AND ERADICATION PROGRAM FOR FIVE (5) MONTHS

THIS AGREEMENT made this \_\_\_ day of \_\_\_ 2024 between the PHILIPPINE INFORMATION AGENCY (PIA), a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Diliman, Quezon City, represented herein by its Deputy Director-General, MR. WILSON T. BUERANO JR., with authority under PIA Office Order No. 171 series of 2023, hereinafter referred to as PHILIPPINE INFORMATION AGENCY (PIA) of the one part and MS. JUDILYN T. ORIAS, Sole Proprietor of JTO PEST CONTROL SERVICES herein referred to as "CONTRACTOR" with office address at Blk-13 Lot-63 Bulusan St., Mt. View Subd., Brgy. Muzon, City of San Jose Del Monte, Bulacan of the other part;

WHEREAS, the PHILIPPINE INFORMATION AGENCY (PIA) solicited Bids for certain goods and ancillary services, particularly for the PROCUREMENT OF ONE (1) LOT OF AGENCY PEST CONTROL AND ERADICATION PROGRAM FOR FIVE (5) MONTHS and has accepted a Bid from JTO PEST CONTROL SERVICES in the sum of FORTY THOUSAND PESOS ONLY (PHP 40,000.00) hereinafter called "the Contract Price", payable upon receipt of the billing statement including all taxes and subject to government accounting rules and regulations.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The following documents shall be deemed to form and be read and construed as an integral part of this Agreement, *viz.*:
  - a. Purchase Request No. 24-03-009;
  - b. Terms of Reference (TOR);
  - c. Supplier's Quotation and Request for Quotation (RFQ);
  - d. Statement of Compliance; and
  - e. Notarized Omnibus Sworn Statement (OSS).

#### II. SCOPE OF WORK AND METHODS OF TREATMENT

PIA Pest Control Preventive Maintenance in the work premises and all its offices inside PIA Central Office building shall, in accordance with the schedule of requirements, set pest control services to be carried out by the **Contractor** in the following areas:

PROCUREMENT OF 1 LOT OF AGENCY PEST CONTROL SERVICES FOR 5 MONTHS

Contract No. 24-04-005

Fund Cluster: Fund Available

0

Agency Accountant, Accounting Section

ADELE RACHEL M. AQUINO

- 1. Building Basement
- 2. Ground Floor
- 3. Second Floor
- 4. Third Floor
- 5. Fourth Floor
- 6. Rooftop
- 7. PIA Grounds
- 8. Stairways and Fire Exits.

#### **Pest Control Reference**

#### A. Rodent (Rats and Mice) Control

#### • Inspection

Conduct regular inspection of all potential harborages and food sources of rodents such as pipe chase, basement areas, electrical rooms, behind appliances, and point of entries, as well as regular inspection of all bait traps and bait stations.

Regularly check the outside perimeter of the building for possible rat harbourages such as garbage bin – Material Recovery Facility (MRF); sewage drains; construction materials; and the like.

#### • Bating

Install bait stations in hidden places and strategic locations where rodents usually search for food, roam around and congregate.

Set up a pipe bait station along the outside perimeter of the building to anticipate rodent problems.

#### Trapping

Install cage traps, glue board, snap, and other mechanical devices to augment the baiting technique.

\*Frequency: One a month (every last Saturday of the month)

## B. Flying and Crawling Insects/Pests (flies, mosquitoes, cockroaches, ticks, fleas, ants, bed bugs, kissing bugs, and etc.)

#### Inspection

Conduct a thorough inspection of areas prone to crawling insects/pests such as but not limited to cockroach infestation and harborages like cupboards, floor drains,

PROCUREMENT OF 1 LOT OF AGENCY PEST CONTROL SERVICES FOR 5 MONTHS

cracks, crevices, and drainage systems to check their presence.

The checmicals/solutions to be used shall be subject to prior inspection by the representative of the Administrative Division.

#### Pest Eradication

Deal with the possibility of re-infestation from adjacent premises or vegetation, especially by ant/termite infestation. Apply the following methods to **eradicate** the above-mentioned pests.

#### I. Residual Insecticide Methods

- Residual insect control pesticide services to **eradicate** nuisance insects/pests.
- Spray treatment for cracks and crevices, undersides of furniture and appliances.
- Misting of hallways, ornamental plants, and other facilities.
- Thermal fogging of hallways, ornamental plants, and other facilities.

#### II. Insecticidal Bait Application

- Placement of insecticidal bait/gel in all pantry areas, all comfort rooms, stock rooms, electrical room areas, electrical wiring, telephone apparatus, and the like.
- Use pyrethroid chemicals to flush out cockroaches and determine the exact locations or harborages.

#### III. Larvicide application

Apply larvicide upon stagnant water, e.g. rain drains and other possible water reservoirs, which pose as a breeding source for mosquitoes.

#### IV. Monitoring

Conduct a follow-up inspection or survey after the application of the pest eradication activity to check the effectiveness of the methods applied.

### C. Comprehensive Termite Eradication (or other methods for the same purpose) of all covered areas:

PROCUREMENT OF 1 LOT OF AGENCY PEST CONTROL SERVICES FOR 5 MONTHS

<sup>\*</sup> Frequency: Once a month (every 4th Satuday/last Saturday of the month)

This covers service treatment done by wood injection in places where termites are likely to hide or in places where there are signs of infestation (i.e., door jambs, electrical outlet, double walling, ceiling, cabinets, etc.).

\* Frequency of Service: One (1) General Treatment and a monthly inspection of the recurrence of termite infestation.

#### Mound Demolition (if any):

Termite mounds are the homes to subterranean termites where the termite queens live and lay eggs. These mounds shall be searched and if found, must be destroyed and thoroughly beat the area.

\* Frequency of Service: One (1) General Treatment and a monthly inspection to the recurrence of termite infestation.

#### Wood Treatment

Wood treatments include surface sprays, injected sprays and foams, and Borate treated wood. Pest control professionals use borate wood treatments to prevent termite infestations and eliminate any existing termites in the building. Wood treatments include surface applications during the construction phase of home or office and wood injections and foams after a home is built.

#### Bait Systems

Bait termite treatment systems are being used by pest control firms in destroying termite colonies. A pest control professional will install bait stations around the perimeter of the office and monitors the stations on a set frequency ensuring the office is protected from future and any current infestations. This termite infestation treatment effectively eliminates termites.

#### III. REPORTS

The **Contractor's** personnel shall submit monthly accomplishment report to the Administrative Division on the areas that were treated, duly confirmed, or acknowledged by the Admin Representative present during the treatment. They are also required to submit survey results conducted after two (2) weeks from completion of the task as a supporting document. These will be the bases of payment for the service rendered.

#### IV. CONTRACT DURATION

The Contract shall be valid for five (5) months from 01 April, June, August, October, to 31 December 2024.

#### V. MODE OF PAYMENT

The **Contracto**r shall send the *Statement of Account (SOA)* to PIA after every successful conduct of the general pest control.

#### VI. WARRANTY

The **Contractor** shall warrant that after the 3-month period of treatment, the PIA Building is guaranteed to be free from termite and pest re-infestation. A *Warranty Certificate* shall be issued at the last treatment. Should there be any evidence of termite and pest re-infestation within the warranty period, the Contractor shall immediately conduct re-treatment free of charge.

The **Contractor/Service Provider** shall warrant that only honed, skilled and well-trained technicians will be assigned to the PIA premises to ensure correct treatment of pests and proper application of chemicals.

The **Contractor** hereby warrants the honesty, fitness and reliability of its personnel and shall strictly observe safety and precautionary measures during the termite and pest control treatment. The **Contractor** further warrants that its personnel shall, at all times, abide the security rules and regulations of the PIA within the premises.

For monitoring purposes, **Contractor's** personnel must be accompanied by authorized PIA personnel.

#### VII. EVALUATION OF PERFORMANCE

The **Contractor** shall be evaluated on a monthly basis based on the prescribed Evaluation / Rating Template for Outsourced Suppliers / Service Providers by PIA.

#### VIII. LIQUIDATED DAMAGES

In the event that the **Contractor** violates any of the terms and conditions of this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the **Contractor** shall be liable for damages for such failure, and shall pay the **PHILIPPINE INFORMATION AGENCY (PIA)** liquidated damages in an amount equivalent to onetenth (1/10) of one (1%) percent of the total contract price for every day of delay of breach, without need for any notice or demand from the **PHILIPPINE INFORMATION AGENCY (PIA)**, in addition to other remedies that the **PHILIPPINE INFORMATION AGENCY (PIA)** may exercise under this contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the **PHILIPPINE INFORMATION AGENCY (PIA)**.

#### IX. TERMINATION OF CONTRACT

The **PHILIPPINE INFORMATION AGENCY (PIA)** reserves the right to terminate this Contract for any cause which may include failure of the **Contractor** to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the **PHILIPPINE INFORMATION AGENCY (PIA)** or violation by the Contractor of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules 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.

PHILIPPINE INFORMATION AGENCY:

SIGNATURE REDACTED

WILSON T. BUERANO JR.

Deputy Director-General

JTO PEST CONTROL SERVICES:

SIGNATURE REDACTED

JUDILYN T. ORIAS

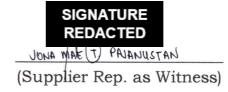
Sole Proprietor

#### SIGNED IN THE PRESENCE OF:

#### SIGNATURE REDACTED

#### ATTY. JULIUS S. DE PERALTA

End-User Representative



#### NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines)
City of AN JOSE DEL MONTE CITY BN SCAN

**BEFORE ME**, Notary Public for and in the above jurisdiction, this \_\_\_\_\_ day of 10 202024, personally appeared and presented sufficient proof of identification:

All known to me to be the same persons who executed and voluntarily signed the foregoing document consisting of only \_\_\_\_\_ pages including this page of Acknowledgement, which they acknowledged to me as their own free and voluntary act and deed.

**IN WITNESS WHEREOF**, I hereto affixed my signature and seal on the date and place first above mentioned.

Doc. No. 480;
Page No. 97;
Book No. 4111;

Series of 2024

SIGNATURE REDACTED

NOTARY PUBLIC

ATTY. ROGELLO B. GUINID

NOTARY PUBLIC

WITHIN THE PROVINCE OF BULACAN

SOMMISSION NG.PNC-124-MB-2023 UNTIL DEC. S1. 2025

IBP ROLLNO. 3487778BP OR NO. 394622, 1-3-24 PASIG

PTR NO. 3157988, 1-2-24, CSJDM

MCLE VII-0015723 UNTIL APRIL 14, 2025