



PROJECT: Procurement of Service Provider for Pest Control Service
CONTRACT NO.: 2023c-AdmS4(010)-BI-CB-020-C061

CONTRACT

THIS CONTRACT made and entered into this 29 DEC 2023 day of 2023 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA** (hereinafter referred to as "**DEPED**"); and **POWER HOUSE PEST CONTROL SERVICE** represented herein by its General Manager/Owner, **ANNA MARIE M. ESCOBER**, with office address at 2442 R. Fernandez St. Gagalangin, Tondo 1013, Manila (hereinafter referred to as "**POWER HOUSE**"), as per Omnibus Sworn Statement dated July 18, 2023 (hereto attached as Annex "A").

DEPED and **POWER HOUSE** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the pest control service and received bids from four (4) prospective bidders; **DEPED** opened, read, and evaluated the bids of the bidders and declared **POWER HOUSE** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **POWER HOUSE** as the Lowest Calculated Responsive Bid in the sum of **PHILIPPINE PESOS SIX HUNDRED TWENTY-FOUR THOUSAND, SEVEN HUNDRED SEVENTY-SEVEN AND 00/100 (PhP 624,777.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

	Description	Amount (PhP)
1 Lot	Procurement of Service Provider for Pest Control Service	624,777.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Resolution to Award No. **2023c-AdmS4(010)-BI-CB-020** dated August 23, 2023;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Schedule of Requirements;

[Signature]
 Cruz, Elaine T.
 POWER HOUSE's Witness

[Signature]
 ANNA MARIE M. ESCOBER
 POWER HOUSE

[Signature]
 FLOR DEPED'S WITNESS E, JR.
 Chief Administrative Officer
 General Services Division

[Signature]
 ATTY. MICHAEL WESLEY T. POA
 DEPED


Cruz, Ellaine T.
POWER HOUSE's Witness


ANNA MARIE M. ESCOBAR
POWER HOUSE


ATTY. MICHAEL WESLEY T. POA
DEPED

FLOREIDA J. FLORES
DEPED's Witness, JK
Chief Administrative Officer
General Services Division

- iii. Terms of Reference; and
- iv. Bid Bulletin No. 1 dated July 19, 2023;
- c. **POWER HOUSE's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **POWER HOUSE's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **POWER HOUSE** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

3. **POWER HOUSE** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **POWER HOUSE** is in default of any of its obligations under this Contract. **POWER HOUSE** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the Contract.

The services referred to in this Contract shall be rendered by **POWER HOUSE** at DepEd Central Office, DepEd Complex, Meralco Avenue, Pasig City within **ONE (1) YEAR** from **receipt of the Notice to Proceed (NTP)**. **POWER HOUSE** shall ensure that the required services will be rendered in accordance with the Schedule of Requirements, which is hereto attached as Annex "B" and made an integral part hereof.

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Section 9 of this Contract.

5. The services to be rendered by **POWER HOUSE** must conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, and must be in accordance with the Scope of Services as approved by the Bids and Awards Committee, or as amended by subsequently issued Bid Bulletin, if any, based on **POWER HOUSE's** submission, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

6. In case **POWER HOUSE** encounters condition(s) impeding timely performance of the required services, **POWER HOUSE** shall promptly notify **DEPED** in writing within **five (5) calendar days** from notice of such condition(s). Any request for work suspension and/or contract period



Cruz, Elaine T.

POWER HOUSE's Witness



ANNA MARIE M. ESCOBER

POWER HOUSE



DEPED's Witness

FLORENTINO W. BARTE, JR.

Chief Administrative Officer

General Services Division



ATTY. MICHAEL WESLEY T. POA

DEPED

extension shall be promptly done in writing as soon as circumstances for such request have become apparent. **POWER HOUSE** must provide sufficient proof to support any request for work suspension and/or contract period extension.

7. The Contract Price shall be paid to **POWER HOUSE** in accordance with the following disbursement procedures:

- a. **POWER HOUSE** may submit a request for payment based on the following:
 - i. Value of actual services rendered based on the schedule of delivery and other relevant terms and conditions of the Contract; and
 - ii. Certification by **POWER HOUSE**, duly signed and dated by the authorized representative of **DEPED** indicating that the services have been rendered in accordance with the Contract.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

b. Payment shall be made to **POWER HOUSE** within 60 days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED** in the following manner:

- i. For the initial progress payment, a minimum of 30% of the Contract Price for the first payment shall be paid to **POWER HOUSE** upon completion of 50% of the areas to be treated;
- ii. For the second payment, a minimum of 20% of the Contract Price shall be paid to **POWER HOUSE** upon completion of 50% of the areas to be treated;
- iii. Monthly billing of the remaining balance shall be paid to **POWER HOUSE** upon monthly treatment of the services and acceptance of the same by the duly authorized DepEd representative; and
- iv. Final payment shall consist of the full and final payment of the unpaid services, subject to the submission of the required documents under the Bidding Documents.

8. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012." and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

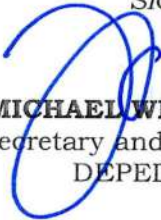
9. **POWER HOUSE** shall be liable for liquidated damages in an amount equal one-tenth (1/10) of one percent (1%) of the cost of the unperformed

portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **POWER HOUSE**, or collect from any of the securities posted by **POWER HOUSE**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

10. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.


IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED


ANNA MARIE M. ESCOBER
General Manager/Owner
POWER HOUSE

SIGNED IN THE PRESENCE OF:


FLORENTINO A. BARTE, JR.
Chief Administrative Officer
DEPED's Witness
General Services Division


Cruz, Ellaine T.

POWER HOUSE's Witness

CERTIFIED FUNDS AVAILABLE: ₱624,777.-


MA. RHUNNAL CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

Manila METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Manila,
Philippines, this 28 day of DEC 2023 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

Doc. No. 191;
Page No. 39;
Book No. XXXXII;
Series of 2023.

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila- Until 12-31-2024
Notarial Commission No. 2023-091
ROLL NO. 68731. MCLE COMPLIANCE NO VII-0011675
IBP NO. 293899-01/10/2023- Pasig City
P.T.R. NO. 0822023-Jan 3, 2023 Manila
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita, Manila

REPUBLIC OF THE PHILIPPINES)

Manila, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Manila,
Philippines, this 29 DEC 2023 day of _____ 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ANNA MARIE M. ESCOBER
Authorized Representative
POWER HOUSE PEST CONTROL SERVICE

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

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