

SERVICE CONTRACT
(Disinfection and Sanitation of Offices of
Department of Foreign Affairs – Office of Consular Affairs)

KNOW ALL MEN BY THESE PRESENTS:

This **SERVICE CONTRACT** (“**Contract**”) made and entered into this day of 04 MAY 2021
in the City of Parañaque, Philippines by and between:

DEPARTMENT OF FOREIGN AFFAIRS – OFFICE OF CONSULAR AFFAIRS, a government agency, with principal address at Bradco Avenue corner Macapagal Boulevard, Aseana Business Park, Parañaque, represented by **MA. THERESA P. LAZARO**, Assistant Secretary, hereinafter referred to as the “**CLIENT**”;

- and -

POWER HOUSE PEST CONTROL SERVICES (PHPCS), a company duly registered with the Department of Trade and Industry with office address at 2422 R. Hernandez St., Gagalangin Tondo Manila, represented by its General Manager/Owner, **ANNA MARIE M. ESCOBER**, hereinafter referred to as the “**SERVICE PROVIDER**”;

CLIENT and **SERVICE PROVIDER** shall be collectively referred to as “Parties”;

WITNESSETH That:

WHEREAS, the **CLIENT** requires an effective and credible disinfection service provider with expertise in commercial and structural disinfection;

WHEREAS, the **POWER HOUSE PEST CONTROL SERVICES (PHPCS)** (“**SERVICE PROVIDER**”) has represented and warranted itself to the **DEPARTMENT OF FOREIGN AFFAIRS – OFFICE OF CONSULAR AFFAIRS** (“**CLIENT**”) as a competent, efficient, qualified and duly licensed to conduct disinfection services;

WHEREAS, on the basis of the foregoing, **CLIENT** accepted the proposal of the **SERVICE PROVIDER** to undertake **DISINFECTION AND SANITATION SERVICES** in selected offices of the **CLIENT**;

WHEREAS, the **CLIENT** awarded the contract to the **SERVICE PROVIDER**;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations hereinafter set forth, the Parties hereto mutually agree and covenant, as follows:

1. The **SERVICE PROVIDER** agrees to provide disinfection and sanitation services to the **CLIENT** every two weeks and as the need arises, for the disinfection of the Office of Consular Affairs in Aseana and NCR Consular Offices with the following addresses and area in square meters:

SITE	ADDRESS	TOTAL AREA
OCA-ASEANA	Bradco Ave. corner Macapagal Blvd., Aseana Business Park, Brgy. Tambo, Parañaque	7,770 sqm

CO NCR CENTRAL	1st Floor Lingkod Pinoy Center Robinsons Galleria West Lane EDSA cor. Ortigas Avenue, Pasig City	300 sqm
CO NCR EAST	7th Floor SM Megamall Building C, EDSA cor. Julia Vargas Avenue Mandaluyong City	1,064 sqm
CO NCR NORTH	3rd Floor Lingkod Pinoy Center Building B, Robinsons Novaliches, Quirino Highway, Barangay Pasong Putik, Quezon City	700 sqm
CO NCR NORTHEAST	Level 2 Ali Mall Araneta Center, Cubao, Quezon City	731 sqm
CO NCR SOUTH	4th Floor Metro Alabang Town Center, Alabang Zapote Road, Muntinlupa City	600 sqm
CO NCR WEST	5th Floor SM City Manila Concepcion St. cor. Arroceros St. and San Marcelino St., Manila	1,019 sqm

2. Total number of treatments shall depend on the needs of the Office of Consular Affairs, provided that the total area of all disinfection treatments to be conducted does not exceed one hundred eighty thousand (180,000) square meters, priced at Five Pesos and Thirty-Two Centavos (Php5.32) per square meter only, **inclusive** of VAT and all other charges applicable.
3. This Contract shall be valid until 31 December 2021 or once the total serviceable area of One Hundred Eighty Thousand (180,000) square meters has been consumed, **whichever comes first**.
4. The **SERVICE PROVIDER** shall proceed with the disinfection by conducting misting operation, spraying of assigned areas and manual disinfection and sanitation treatment of high touch areas such as, but not limited to: doorknobs, handrails, computer keyboards and desktops, light switches, elevator switches, chair handles, soap dispensers and telephones using an effective multi-purpose disinfectant solution designed to kill or eliminate 99.99% of bacteria, fungi, salmonella and viruses, such as SARS-CoV-2, in seconds.
5. The **SERVICE PROVIDER** shall remind **CLIENT** of the required conditions and standard operating procedures before, during and after disinfection.
6. The **SERVICE PROVIDER** will provide its technicians with the following:
 - a. Complete Personal Protective Equipment (PPE) and other protective gears;
 - b. All necessary disinfectants and machines to be used.
7. The **CLIENT** agrees to comply with the requirements set forth by the **SERVICE PROVIDER** before, during and after disinfection treatment such as:
 - a. Covering of all electrical outlets behind computers and machines in offices and other premises;
 - b. Except as provided in clause eight (8) below, no employees shall be allowed in the areas being disinfected;

- c. All windows and doors are to remain closed for one (1) to two (2) hours before re-entry of CLIENT's employees.
8. **CLIENT** shall assign a personnel or group of personnel who will be tasked to accompany the **SERVICE PROVIDER's** technicians in the areas to be treated before, during, and after the disinfection and sanitation service.
9. **SERVICE PROVIDER** agrees on a SEND BILL arrangement and that it shall only be paid for services actually rendered to the **CLIENT**.
10. Payment for the services rendered shall be made by SEND BILL arrangement and within sixty (60) days upon the submission of complete documentary requirements such as:
 - a. Statement of Account (SOA);
 - b. Treatment Reports;
 - c. Other documents that may be required by the Office of Financial Management Services (OFMS) e.g. Provisional Receipt, etc.
11. All payments are to be made payable to "**POWER HOUSE PEST CONTROL SERVICES.**"
12. No amendment, revision or modification of this Contract shall be valid and effective unless the same be in writing and agreed upon by the Parties.
13. Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other.
14. Any disputes arising in connection with this Contract and interpretation thereof shall be governed by and construed in accordance with the laws of the Philippines. Venue of all actions arising from this Contract shall be brought exclusively to the jurisdiction of the appropriate courts of Parañaque City, Philippines.

IN WITNESS WHEREOF, the parties hereunto affix their signatures this 04 MAY 2021 at Parañaque City.

**DEPARTMENT OF FOREIGN AFFAIRS -
OFFICE OF CONSULAR AFFAIR**

BY:


MA. THERESA P. LAZARO
Assistant Secretary

**POWER HOUSE PEST
CONTROL SERVICES**

BY:


ANNA MARIE M. ESCOBER
General Manager/Owner

SIGNED IN THE PRESENCE OF:


AURELIO L. EXALTACION JR.
Administrative Officer


EVANGELINE M. CALUAG
Human Resource Manager

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BOOK NO. X
SERIES OF 2021

ACKNOWLEDGEMENT

Before me a notary public personally
appeared to me with their competence
identify on this 04 MAY 2021

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for the City of Manila-Valid 12/31/202
Notarial Commission No. 2020-033
2F Midland Plaza Hotel, Adriatico St., Ermita, M.
IBP. No. 134850/ Dec. 14, 2020 / Pasig City
PTR No. 9821951 / Jan. 4, 2021 at Manila
Roll No. 52721 MCLE Compliance No. VI-007100