AGREEMENT FOR PROCUREMENT OF PEST CONTROL SERVICES FOR CY 2014

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Procurement of Pest Control Services for CY 2014 (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on _____, between the:

> **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) HONORABLE LINGLINGAY F. LACANLALE,
>
> and
>
> **POWER HOUSE PEST CONTROL SERVICES (Power House)** (hereinafter, the CONTRACTOR), a sole proprietorship existing under and by virtue of the laws of the Republic of the Philippines, with office address at 2422 R. Fernandez St., Gagalangin, Tondo, Manila, represented by MS. ANNA MARIE MENDOZA ESCOBER, Owner and General Manager, having the full power and authority to do, execute and perform any and all acts necessary to represent the CONTRACTOR, pursuant to the Certificate issued by the Department of Trade and Industry on 10 December 2013, a copy of which is attached and made an integral part of this AGREEMENT (Annex A).

WITNESSETH:

WHEREAS the PROCURING ENTITY invited bids for the Procurement of Pest Control Services for CY 2014, and has accepted a bid by the CONTRACTOR to provide said goods in the sum of **Eight Hundred Seventy-Seven Thousand Seven Hundred Pesos (PHP 877,700.00)** only (hereinafter, the Contract Price), inclusive of value added tax (VAT) and other lawful charges.

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. 100-14 dated 08 April 2014, a copy of which is attached to the Notice of Award in ANNEX "G", complies with the applicable provisions of Republic Act 9184 and its Implementing Rules and Regulations;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The definitions included in the General and Special Conditions of a Contract (GCC) provided with the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.

2. The following documents are attached and made integral parts of this AGREEMENT:

   ANNEX B - Bid Form and Bid Rate Sheet submitted by the CONTRACTOR
   ANNEX C - Technical Specifications and Scope of Work
   ANNEX D - Bid Bulletin No. 1
   ANNEX E - General Conditions of Contract
   ANNEX F - Special Conditions of Contract
   ANNEX G - Notice of Award dated 08 April 2014
   ANNEX H - Performance Security

3. The Validity Period of the Agreement is twelve (12) months commencing upon receipt of the Notice to Proceed (NTP).

4. For and in consideration of the performance of services, the PROCURING ENTITY shall pay the CONTRACTOR the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on _____, in Pasay City, Metro Manila.

DEPARTMENT OF FOREIGN AFFAIRS

By: **HON. LINGLINGAY F. LACANLALE**
Undersecretary for Administration
and Head of the Procuring Entity

POWER HOUSE PEST CONTROL SERVICES

By: **MS. ANNA MARIE M. ESCOBER**
Owner/General Manager

WITNESSES

ATTY. ALVAR E. ROSALES
DFA Chief Accountant

RICHARD SALONGA
Power House Pest Control Services

ACKNOWLEDGMENT

Republic of the Philippines)
) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on _____ personally appeared HONORABLE LINGLINGAY F. LACANLALE, Undersecretary for Administration of the Department of Foreign Affairs and MS. ANNA MARIE M. ESCOBER, Owner and General Manager of Power House Pest Control Services, known to me to be the same persons who executed the foregoing AGREEMENT FOR THE PROCUREMENT OF PEST CONTROL SERVICES FOR CY 2014, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
LINGLINGAY F. LACANLALE	Passport # DE0004246	Manila	22 October 2013
ANNA MARIE M. ESCOBER	SSS # 03-9777268-3		

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. 120
Page No. 28
Book No. 7844
Series of 2014

ATTY. [illegible]
Notary [illegible]
Notarial Co[illegible]
Until D[illegible] 2014
Rm. 409, First U[illegible] Bldg. Ga[illegible]
Escolta, [illegible]
Roll No. 21047
PTR No. 2430219 / 1-2-14 / Manila
IBP Life Member 05097
MCLE No. IV 0000822

AGREEMENT FOR PROCUREMENT OF PEST CONTROL SERVICES FOR CY 2014

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Procurement of Pest Control Services for CY 2014 (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on _____, between the:

> **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) HONORABLE LINGLINGAY F. LACANLALE,
>
> and
>
> **POWER HOUSE PEST CONTROL SERVICES (Power House)** (hereinafter, the CONTRACTOR), a sole proprietorship existing under and by virtue of the laws of the Republic of the Philippines, with office address at 2422 R. Fernandez St., Gagalangin, Tondo, Manila, represented by MS. ANNA MARIE MENDOZA ESCOBER, Owner and General Manager, having the full power and authority to do, execute and perform any and all acts necessary to represent the CONTRACTOR, pursuant to the Certificate issued by the Department of Trade and Industry on 10 December 2013, a copy of which is attached and made an integral part of this AGREEMENT (Annex A).

WITNESSETH:

WHEREAS the PROCURING ENTITY invited bids for the Procurement of Pest Control Services for CY 2014, and has accepted a bid by the CONTRACTOR to provide said goods in the sum of **Eight Hundred Seventy-Seven Thousand Seven Hundred Pesos (PHP 877,700.00)** only (hereinafter, the Contract Price), inclusive of value added tax (VAT) and other lawful charges.

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. 100-14 dated 08 April 2014, a copy of which is attached to the Notice of Award in ANNEX "G", complies with the applicable provisions of Republic Act 9184 and its Implementing Rules and Regulations;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The definitions included in the General and Special Conditions of a Contract (GCC) provided with the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.

2. The following documents are attached and made integral parts of this AGREEMENT:

   ANNEX B - Bid Form and Bid Rate Sheet submitted by the CONTRACTOR
   ANNEX C - Technical Specifications and Scope of Work
   ANNEX D - Bid Bulletin No. 1
   ANNEX E - General Conditions of Contract
   ANNEX F - Special Conditions of Contract
   ANNEX G - Notice of Award dated 08 April 2014
   ANNEX H - Performance Security

3. The Validity Period of the Agreement is twelve (12) months commencing upon receipt of the Notice to Proceed (NTP).

4. For and in consideration of the performance of services, the PROCURING ENTITY shall pay the CONTRACTOR the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC, which is attached and made an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on _____, in Pasay City, Metro Manila.

DEPARTMENT OF FOREIGN AFFAIRS

By: **HON. LINGLINGAY F. LACANLALE**
Undersecretary for Administration
and Head of the Procuring Entity

POWER HOUSE PEST CONTROL SERVICES

By: **MS. ANNA MARIE M. ESCOBER**
Owner/General Manager

WITNESSES

ATTY. ALVAR E. ROSALES
DFA Chief Accountant

RICHARD SALONGA
Power House Pest Control Services

ACKNOWLEDGMENT

Republic of the Philippines)
) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on _____ personally appeared HONORABLE LINGLINGAY F. LACANLALE, Undersecretary for Administration of the Department of Foreign Affairs and MS. ANNA MARIE M. ESCOBER, Owner and General Manager of Power House Pest Control Services, known to me to be the same persons who executed the foregoing AGREEMENT FOR THE PROCUREMENT OF PEST CONTROL SERVICES FOR CY 2014, which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport / Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
LINGLINGAY F. LACANLALE	Passport #DE 0004246	Manila	22 October 2013
ANNA MARIE M. ESCOBER	SSS # 03-9717268-3		

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

ATTY. AUG[illegible]
Notary P[illegible]
Notarial Comm[illegible] 2013-109
Until December 31, 2014
Rm. 409, First United Bldg. Co.
Escolta, Manila
Roll No. 28047
PTR No. 2450243 / 1-2-14 / Manila
IBP Life Member 05097
MCLE No IV 0000822

Doc. No. 120
Page No. 28
Book No. 44
Series of 2014

Kagawaran ng Ugnayang Panlabas

Department of Foreign Affairs

OFFICE OF THE UNDERSECRETARY FOR ADMINISTRATION

NOTICE TO PROCEED

19 May 2014

Madame,

Please be informed that, pursuant to the Notice of Award dated 08 April 2014 issued by the Undersecretary for Administration and Head of the Procuring Entity, and upon the signing of the Contract Agreement Form, ***Power House Pest Control Services*** is hereby given this Notice to Proceed to provide the ***Pest Control Services for CY 2014*** for a total contract price of *Eight Hundred Seventy-Seven Thousand and Seven Hundred Pesos only* ***(Php877,700.00)*** inclusive of all taxes and other lawful charges. The validity of the Agreement is twelve (12) months commencing from receipt of this Notice to Proceed.

This Notice is issued in accordance with the requirements of RA No. 9184.

Very truly yours,

LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

For: **POWER HOUSE PEST CONTROL SERVICES**

MS. ANNA MARIE M. ESCOBER
Owner / General Manager
Power House Pest Control Services
2422 R. Fernandez Street
Gagalangin, Tondo
Date: 5/23/14

Kagawaran ng Ugnayang Panlabas

Department of Foreign Affairs

OFFICE OF THE UNDERSECRETARY FOR ADMINISTRATION

NOTICE TO PROCEED

19 May 2014

Madame,

Please be informed that, pursuant to the Notice of Award dated 08 April 2014 issued by the Undersecretary for Administration and Head of the Procuring Entity, and upon the signing of the Contract Agreement Form, ***Power House Pest Control Services*** is hereby given this Notice to Proceed to provide the ***Pest Control Services for CY 2014*** for a total contract price of *Eight Hundred Seventy-Seven Thousand and Seven Hundred Pesos only* ***(Php877,700.00)*** inclusive of all taxes and other lawful charges. The validity of the Agreement is twelve (12) months commencing from receipt of this Notice to Proceed.

This Notice is issued in accordance with the requirements of RA No. 9184.

Very truly yours,

LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of the Procuring Entity

Conforme:

For: **POWER HOUSE PEST CONTROL SERVICES**

MS. ANNA MARIE M. ESCOBER
Owner / General Manager
Power House Pest Control Services
2422 R. Fernandez Street
Gagalangin, Tondo
Date: 5/23/14

DEPARTMENT OF TRADE & INDUSTRY PHILIPPINES

This certifies that

POWER HOUSE PEST CONTROL SERVICES
(National)

is a business name registered in this office pursuant to the provisions of Act 3883, as amended by Act 4147 and Republic Act No. 863, and in compliance with the applicable rules and regulations prescribed by the Department of Trade and Industry.
This certificate issued to

ANNA MARIE MENDOZA ESCOBER

2422 R. FERNANDEZ ST., GAGALANGIN,, TONDO I/II NCR, CITY OF MANILA, FIRST DISTRICT, NATIONAL CAPITAL REGION (NCR)

is valid from 10 December 2013 to 10 December 2018 subject to continuing compliance with the above-mentioned laws and all applicable laws of the Philippines, unless voluntarily cancelled.

In testimony whereof, I hereby sign this

Certificate of Business Name Registration

and issue the same on this 10 December 2013 in the Philippines.

GREGORY L. DOMINGO
Secretary

Certificate No. 03029111

This certificate is not a license to engage in any kind of business and valid only at the scope indicated herein.

DEPARTMENT OF TRADE & INDUSTRY PHILIPPINES

TRN 6037886

Documentary Stamp Tax Paid PhP 15.00

TRUE COPY

Bid Form

Date: MARCH 18, 2014
Invitation to Bid N°: PB-GS-005-2014

To: [name and address of Procuring Entity] DEPARTMENT OF FOREIGN AFFAIRS
2330 Roxas Boulevard, Pasay City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[1 numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* PEST CONTROL SERVICES in conformity with the said Bidding Documents for the sum of EIGHT HUNDRED SEVENTY SEVEN or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid. THOUSAND SEVEN HUNDRED PESOS (Php 877,700.00)

FOR CY 2014

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
"None"	"None"	"None"

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this 18th day of MARCH 2014.

CERTIFIED TRUE COPY
MARK MENDOZA ENCISO
NATIONAL MANAGER / OWNER

CERTIFIED TRUE COPY
MARK MENDOZA ENCISO
NATIONAL MANAGER / OWNER

ANGEL MARIE M. ESCOBAR — GENERAL MANAGER/OWNER

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of POWER AQUA FISH COLLECT CORPORATION

[Bidder must present proof of authority to sign for and in behalf of the company/entity making the bid]

CERTIFIED TRUE COPY

ANGEL MARIE MENDOZA ESCOBAR
GENERAL MANAGER / OWNER

CERTIFIED TRUE COPY

ANGEL MARIE MENDOZA ESCOBAR
GENERAL MANAGER / OWNER

For Goods Offered From Within the Philippines

Name of Bidder POWER HOUSE PEST CONTROL SERVICES. Invitation to Bid Date MARCH 18, 2014

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component[2]	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4
PEST CONTROL						Php783,660.72	Php 94,039.28	Php 877,700.00	

Submitted by:
POWER HOUSE PEST CONTROL SERVICES
ANNA MARIE M. MOCCHER
GENERAL MANAGER/OWNER

Approved 1.8.88

Approved

Approved

POWER HOUSE PEST CONTROL SERVICES
2422 R. Fernandez St. Gagalangin, Tondo 1013, Manila
Telephone /Fax Nos. 258-3492/557-9331/508-4248/0917-4042304
Member, Pest Control Association of the Philippines (PCAP),
Philippine Federation of Pest Management Operators' Associations, Inc. (PFPMOA)
National Committee on Urban Pest Control (NCUPC)

March 18, 2014

BREAKDOWN OF FINANCIAL BID FOR THE PEST CONTROL SERVICES FOR CY-2014 OF DEPARTMENT OF FOREIGN AFFAIRS

ITEM NO	DESCRIPTION	AMOUNT
1	FLYING AND CRAWLING INSECTS	
	CHEMICAL COST	Php 227,770.00
2	RODENT CONTROL/CAT CONTROL	
	CHEMICAL/MATERIALS COST	Php 87,199.00
	SUB-TOTAL	
	LABOR COST FOR 1 and 2	Php 298,880.00
3.	TERMITE CONTROL	
	CHEMICAL COST	Php 101,923.72
	LABOR COST FOR 3	Php 67,888.00
	VAT 12 %	Php 94,039.28
	TOTAL TREATMENT COST	Php 877,700.00/yr.

AMOUNT IN WORDS :

EIGHT HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED PESOS/YEAR

Submitted by:

ANNA MARIE M. ESCOBER
General Manager/Owner

VERIFIED TRUE COPY
ANNA MARIE VERONICA ESCOBER
GENERAL MANAGER / OWNER

Technical Specifications

Item	Specification	Statement of Compliance
I	The Pest Control Service Contractor must be a commercial entity with the proper license to operate and apply chemicals from the National Committee on Urban Pest Control (NCUPC). The Contractor must ensure that the technology to be utilized, as well as to be applied under this Contract do not present a hazard to the Building, its occupants, and all residents in the immediate vicinity of the Department. In this regard the Bidder / Contractor shall submit as part of its eligibility requirement its License to Operate from the NCUPC, Franchise Urban Pest Control Operator (FUPCOP) License Certificate as well as Membership Certificate.	"Comply"
II	The Pest Control Service shall cover the following: a. General Pest Abatement Program / Fogging Treatment and Rodent at the Department of Foreign Affairs (Main Office) as often as needed based on a schedule to be specified by the Department. b. Quarterly Termite Abatement Program at the DFA Cottage at Cabinet hills, Baguio City. c. Fogging at the Department of Foreign Affairs as often as needed based on a schedule to be specified by the Department.	"Comply" "Comply" "Comply"
III	The Pest Control Contractor undertakes to perform and provide the Department with the following pest control works and services. a. Regularly inspect the premises of the DFA Building in Pasay City to search and identify the exact sources of the pest control problem. A Technician shall be put on stand – by to inspect the premises on a daily basis. b. Completely exterminate all flying and crawling pests such as RATS, BUGS, VERMIN, COCKROACHES, ANTS,	"Comply" "Comply"

	FLIES and TERMITES. Services shall include mosquito and fly larvicide operations, burrow fumigation, termite control, fogging, and other similar services. Provided, that immediately after such exterminations, the contractor shall conduct cleaning operations.	"Comply"
	c. Conduct technical evaluation and audit on the premises of the DFA Home Office and the DFA Cottage in Baguio City to a duly trained and experienced supervisor in the presence of a representative of the Department.	"Comply"
	d. A well – trained service technician shall report to the Department's duly authorized representative for coordination of schedules of services and will submit to the latter a Service Acknowledgement Report for signature, as the basis for his daily and regular pest control operations in the Department's building and premises.	"Comply"
	e. A monthly written report shall be submitted by the Contractor on the services rendered within the Department's building and premises. A quarterly written report shall also be submitted to the Department for the service rendered in the DFA Cottage. Said reports shall form part of the requirements for payment.	"Comply"
	f. Provide methods of appropriate technology to rid the premises of unwanted odor and control all kinds of pollution to ensure that the Department's personnel benefit from fresh and clean air.	"Comply"
	g. Implement a system of protection for employees and other building occupants from communicable diseases that may be transmitted by rat, flies, cockroaches, mosquitoes and other pests.	"Comply"
	h. The Contractor for Pest Control Services shall be in full force and effect for a period of One (1) year.	"Comply"

POWER HOUSE PEST CONTROL SERVICES

2422 R. Fernandez St. Gagalangin, Tondo 1013, Manila
Telephone /Fax Nos. 508-4248/354-4615/861-1698/0917-4042304
Member, Pest Control Association of the Philippines (PCAP),
Philippine Federation of Pest Management Operators' Associations, Inc. (PFPMOA)
National Committee on Urban Pest Control (NCUPC)

March 18, 2014

STATEMENT OF CONFORMITY/COMPLIANCE OF THE SCHEDULE OF REQUIREMENTS

Our company conforms and will comply with the schedule of requirements set by the end-user of the Department of Foreign Affairs (DFA) in relation with their project : Procurement of Pest Control Services for CY-2014.

Submitted by:

ANNA MARIE M. ESCOBER
General Manager/Owner

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	PEST CONTROL SERVICES FOR CY 2014 OF DEPARTMENT OF FOREIGN AFFAIRS			Twelve (12) months

Note: This Schedule of Requirements must be signed by the Bidder or its authorized representative with statement of conformity/compliance, and submitted together with other required documents on or before the Deadline for Submission of Bids.

Submitted by:
POWER HOUSE PEST CONTROL SERVICES
[illegible] M. ESCOBER
General Manager/Owner

16th National Urban Pest Control Week, September 2012 Per Presidential Proclamation 990 & Presidential Proclamation 2063

NATIONAL COMMITTEE ON URBAN PEST CONTROL
2461 Arellano Avenue, Malate, Manila, Metro Manila, Philippines
Telefacsimile No. 02 484-0208 E-Mail: ncupc_manila@yahoo.com Website: www.ncupc.org
SEC Registration 196749

LICENSE TO OPERATE

Per the **Memorandum Of Agreement [MOA]** signed by the **Office of the President** of the **Republic of the Philippines**, the **Metro Manila Development Authority [MMDA]**, the **Department of Labor & Employment [DOLE]**, and various **Non-Governmental Organizations [NGOs]**; and per the **Implementing Rules & Regulations [IRR] For Urban Pest Control In The Philippines**, **Presidential Decree Nos. 856, 522** and **1096**, **Republic Act Nos. 7459** and **9003**, **DILG Memo Circular 2003-186**, and **Health Circular No. 155 S-1975** as strengthened by **Presidential Proclamation No. 990 & 2063**, **Executive Order 432**, all affirmed by the **Supreme Court [SC] Decision & Resolutions**, in which the **National Committee on Urban Pest Control [NCUPC]** is organized and empowered to accredit, license, supervise, and monitor the **Franchise System of Urban Pest Control** hereby granted:

POWER HOUSE PEST CONTROL SERVICES

2422 R. Fernandez Street, Gagalangin, Tondo, 1013, Manila

ANNA MARIE M. ESCOBER
Manager

to engage in **URBAN PEST CONTROL OPERATIONS IN URBAN AREAS** within the **CITIES OF METRO MANILA** through the **FRANCHISE SYSTEM OF URBAN PEST CONTROL.**

This certificate is **valid for a period of FIVE [5] YEARS from the date of issuance, unless suspended or revoke** by this agency.

This certificate is hereby issued to **Power House Pest Control Services** in this **6th day** of **November 2012** in the **City of Manila, Philippines.**

FOR AND IN BEHALF OF THE NATIONAL COMMITTEE ON URBAN PEST CONTROL [NCUPC]

METODIO A. PALAYPAY, MD.
Executive Director

Prot[illegible] imported and banned pesticides and against urban pests through the Franchise System Of Urban Pest Control pe[illegible] as strengthened by Presidential Proclamation 990/ 2063, and Presidential Decree Nos. 856, 522 and 1096 as affirmed by SC Ruling & Resolutions.

NATIONAL COMMITTEE ON URBAN PEST CONTROL [NCUPC]
Manila, Philippines
PRC Accredited Continuing Professional Education [CPE] Provider
Accreditation No. 2012-003

FUPCOP Membership Certificate

This is to certify that

POWER HOUSE PEST CONTROL SERVICES

2422 R. Fernandez Street, Gagalangin, Tondo, 1013, Manila

is a bonafide member of the

Franchise Urban Pest Control Operators of the Philippines

per **Department of Health Circular 155** as strengthened by **Presidential Proclamation 990/ 2063** and affirmed by the **Supreme Court Ruling & Resolutions.**

This certificate is given this **6th day** of **November 2012** in the **City of Manila, Philippines.**

METODIO A. PALAYPAY, MD.
Executive Director

Tel. No.: **02 484-0208**
E-Mail Address: **ncupc_manila@yahoo.com**
Website: **www.ncupc.org**

NATIONAL COMMITTEE ON URBAN PEST CONTROL [NCUPC]
Manila, Philippines
PRC Accredited Continuing Professional Education [CPE] Provider
Accreditation No. 2012-003

FUPCAP LICENSE CERTIFICATE

This is to certify that

ANNA MARIE M. ESCOBER

FUPCAP Pest Control Consultant Control No. MM-019-2012

has complied with and met the

Franchise Urban Pest Control Applicator [FUPCAP] Licensure Requirements For Pest Control Consultants.

This certificate is given on the **6th day** of **November 2012** in the **City of Manila, Philippines.**

METODIO A. PALAYPAY, MD.
Executive Director

Kagawaran ng Ugnayang Panlabas Department of Foreign Affairs

DEPARTMENT OF FOREIGN AFFAIRS
BIDS AND AWARDS COMMITTEE
2330 Roxas Boulevard, Pasay City
Tel. Nos. 834-4116 ; Fax No. 831-9584
Email: bac.secretariat@dfa.gov.ph

SUPPLEMENTAL / BID BULLETIN No. 1

PROJECT : Procurement of Pest Control Services for CY 2014
Reference No. : PB-GS-005-2014
ABC : PhP1,500,000.00
DATE : 11 March 2014

This supplemental/bid bulletin is issued to provide information to the prospective proponents/bidders for the above-named Project on the following changes, particularly the following:

Technical Specifications:

Item	Specification
I	The Bidder/Contractor must submit a certificate of product registration from the Food and Drug Administration (FDA) and/or the Fertilizer and Pest Authority (FPA) of all the chemicals used for the Pest Control services. "Comply"
II	The Pest Control Service shall cover the following: a. General Pest Abatement Program / Fogging Treatment and Rodent Control at the Department of Foreign Affairs (Main Office and OCA-ASEANA, DFA Cottage in Baguio City) as often as needed based on a schedule to be specified by the Department. "Comply" b. Quarterly Termite Abatement Program at the DFA Cottage at Cabinet hills, Baguio City. "Comply" c. Fogging at the Department of Foreign Affairs as often as needed based on a schedule to be specified by the Department. "Comply"
III	The Pest Control Contractor undertakes to perform and provide the Department with the following pest control works and services. a. Regularly inspect the premises of the DFA Building in Pasay City to search and identify the exact sources of the pests problem. A Technician shall be put on standby to inspect the premises on a daily basis. "Comply" b. Completely exterminate all flying and crawling pests such as but not limited to RATS, BUGS, VERMIN, COCKROACHES, ANTS, FLIES and TERMITES. Services shall include mosquito and fly larvicide operations, "Comply"

c. Conduct technical evaluation and audit on the premises of the DFA Home Office, OCA-ASEANA and the DFA Cottage in Baguio City to a duly trained and experienced supervisor in the presence of a representative of the Department. "Comply"

d. A well–trained service technician shall report to the Department's duly authorized representative for coordination of schedules of services and will submit to the latter a Service Acknowledgement Report for signature, as the basis for his daily and regular pest control operations in the Department's building and premises. "Comply"

e. A monthly written report shall be submitted by the Contractor on the services rendered within the Department's building and OCA-ASEANA. A quarterly written report shall also be submitted to the Department for the service rendered in the DFA Cottage. Said reports shall form part of the requirements for payment. "Comply"

f. Provide methods of appropriate technology to rid the premises of unwanted odor and control all kinds of pollution to ensure that the Department's personnel benefit from fresh and clean air. "Comply"

g. Implement a system of protection for employees and other building occupants from communicable diseases that may be transmitted by rats, flies, cockroaches, mosquitoes and other pests. "Comply"

h. The Contractor for Pest Control Services shall be in full force and effect for a period of One (1) year. "Comply"

Also attached is the revised Pest Control Equipment and Supplies (**Annex A**) and additional annexes for the floor plans of OCA-ASEANA (**Annex B**), DFA Cottage in Baguio City (**Annex C**) and DFA Main (**Annex D**) for the prospective bidders' information.

DFA-BAC will only accept bids from those who have paid the non-refundable bidding document fee of Five Thousand Pesos (Php5,000.00). Bidders shall indicate the amount paid and Official Receipt No. on the cover of their Bid Envelopes.

Bids must be submitted to the DFA-BAC Secretariat Office on or before 18 March 2014, 12:00 noon. All bids must be accompanied by a bid security in any of the acceptable forms in the amount stated in Section 27.2 of the IRR of RA No. 9184.

Bid Opening shall be at 2:00 P.M. of 18 March 2014 **(Tuesday)** at the OUA Conference Room, 12th floor, DFA Main Building, Roxas Boulevard, Pasay City. No further revisions of schedules shall be made by the DFA-BAC for this Project. Late bids shall not be accepted.

For the information and guidance of all concerned.

EVELYN D. AUSTRIA-GARCIA
Chairperson

CONFORME:
POWER HOUSE PEST CONTROL SERVICES
[illegible]
[illegible]

ANNEX A

PEST CONTROL EQUIPMENT AND SUPPLIES

EQUIPMENTS and SUPPLIES	QUANTITY
1. Fogging Machine	One (1) Unit "Comply"
2. Misting Machine	Two (2) Units "Comply"
3. Sprayer	Three (3) Units "Comply"
4. Company Uniform	Three (3) pcs. "Comply"
5. Ladder (5 ft.)	Two (2) pcs. "Comply"
6. Push Cart	One (1) pc. "Comply"
7. Caution Sign	Two (2) pcs. "Comply"
8. Rat Cage / Trap	Two Hundred (200) pcs. "Comply"
9. Rat / Mice Glue (Odorless)	One Hundred Twenty(120) Cans – 400 grams "Comply"
10. Chemicals (Odorless)	Forty Eight (48) liters "Comply"
11. Dichlorvos (DDVP)	Sixty (60) liters "Comply"
12. Termiticide Solution	Twelve (12) liters "Comply"

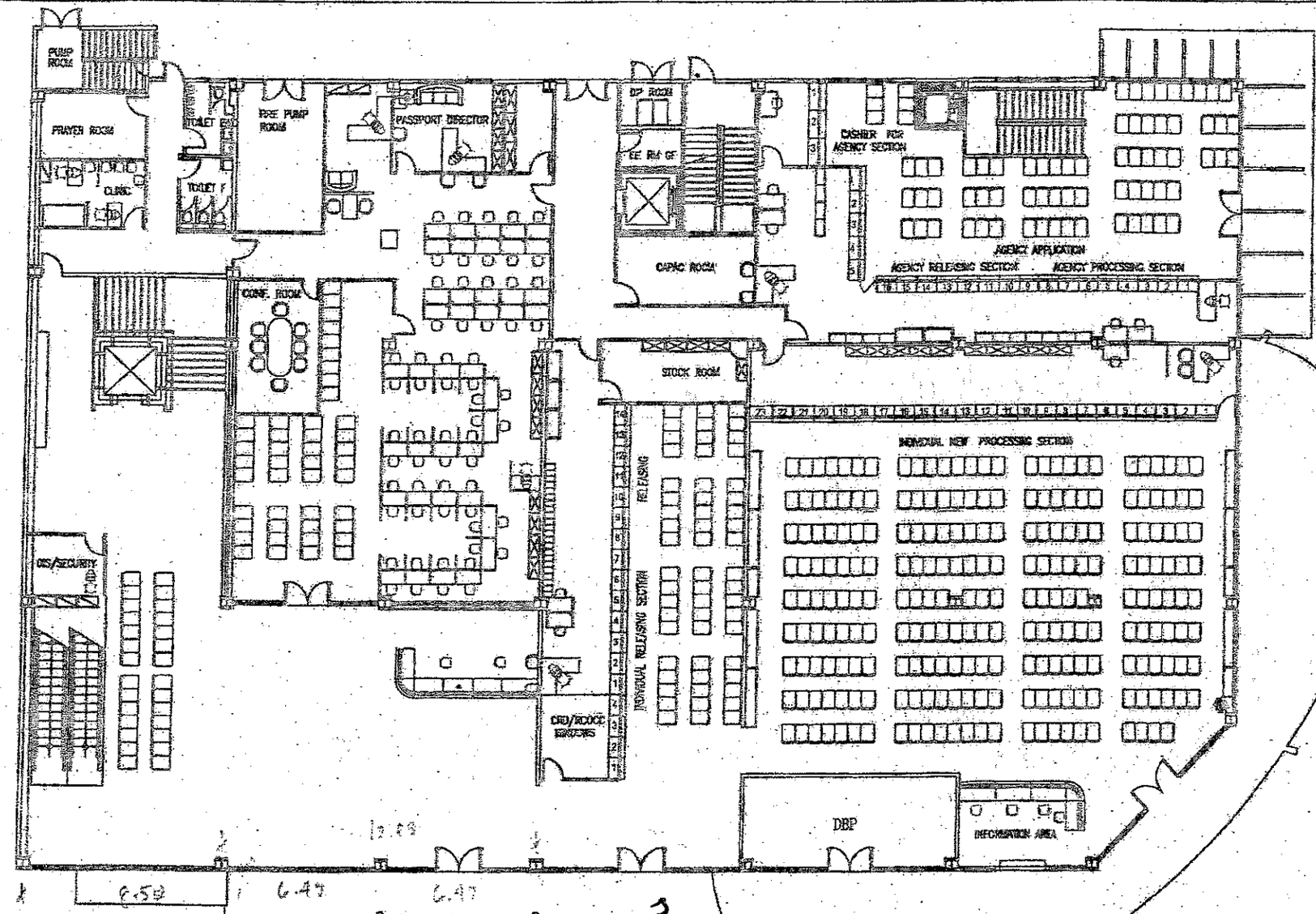
[Note: Bidder must indicate if it will comply/not comply and signed by the authorized signatory. This document must also be submitted along with the signed Technical Specification.]

Submitted by:
POWER HOUSE PEST CONTROL SERVICES
[illegible] PROPRIETOR
GENERAL MANAGER/OWNER

Approved 9/8/8

[illegible]

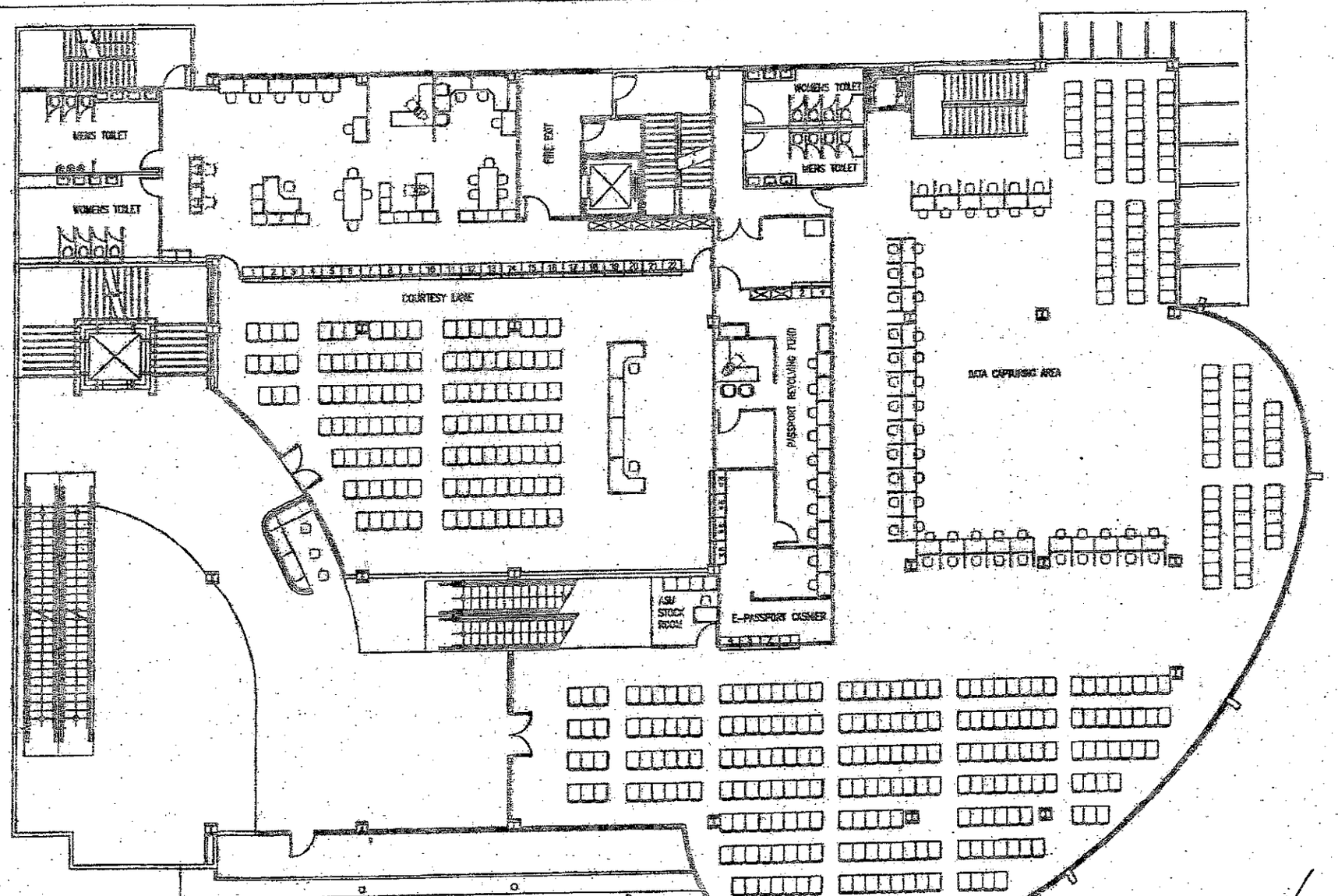
ANNEX B 1/5 16,907 .8 original



GROUND FLOOR LAYOUT PLAN

CADD REVISION BY: ENGR. ROBERT S. MENDOZA, PME

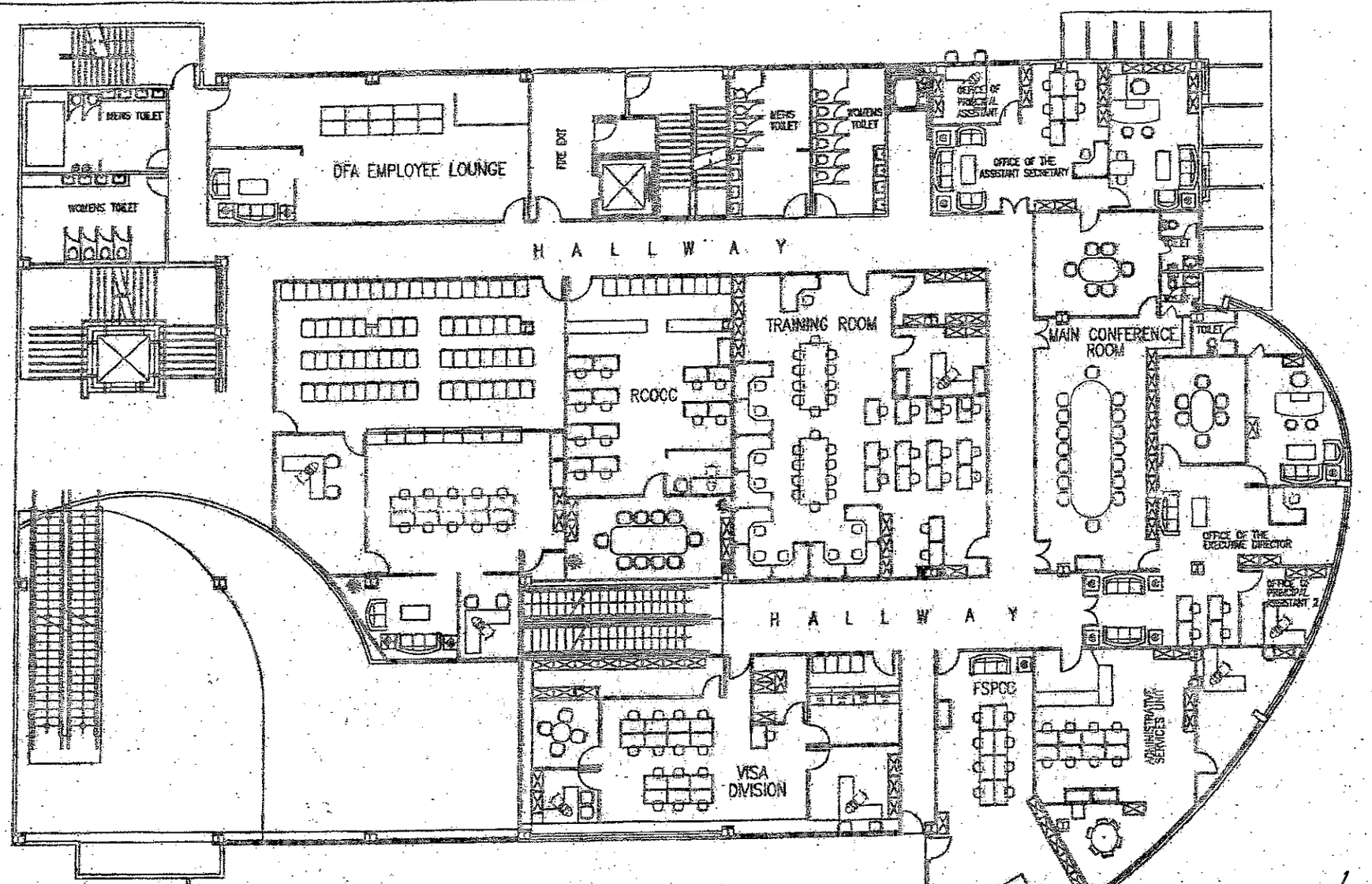
2/5



SECOND FLOOR LAYOUT PLAN

CADD REVISION BY: ENGR. ROBERT S. MENDOZA, RME

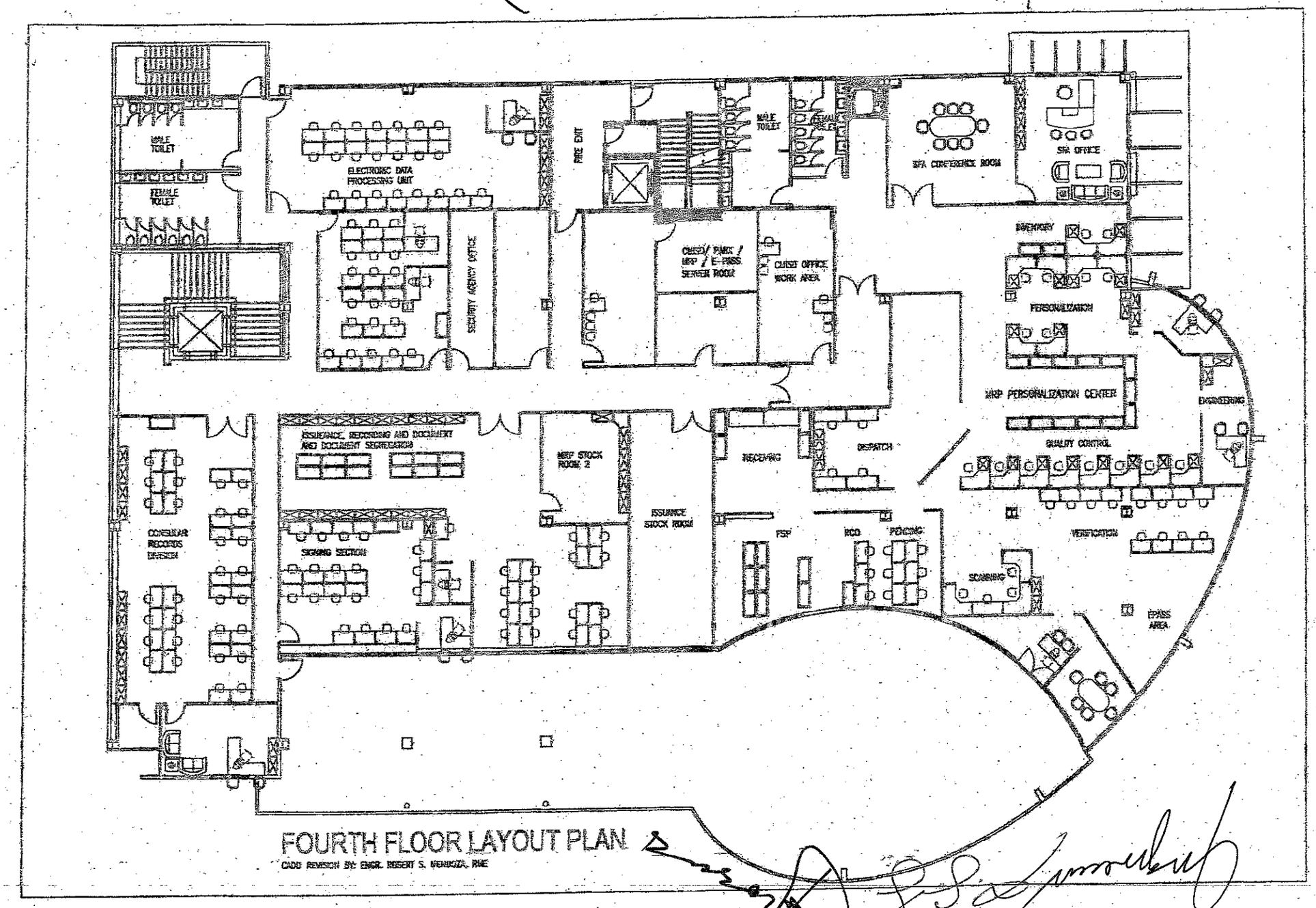
3/5



THIRD FLOOR LAYOUT PLAN

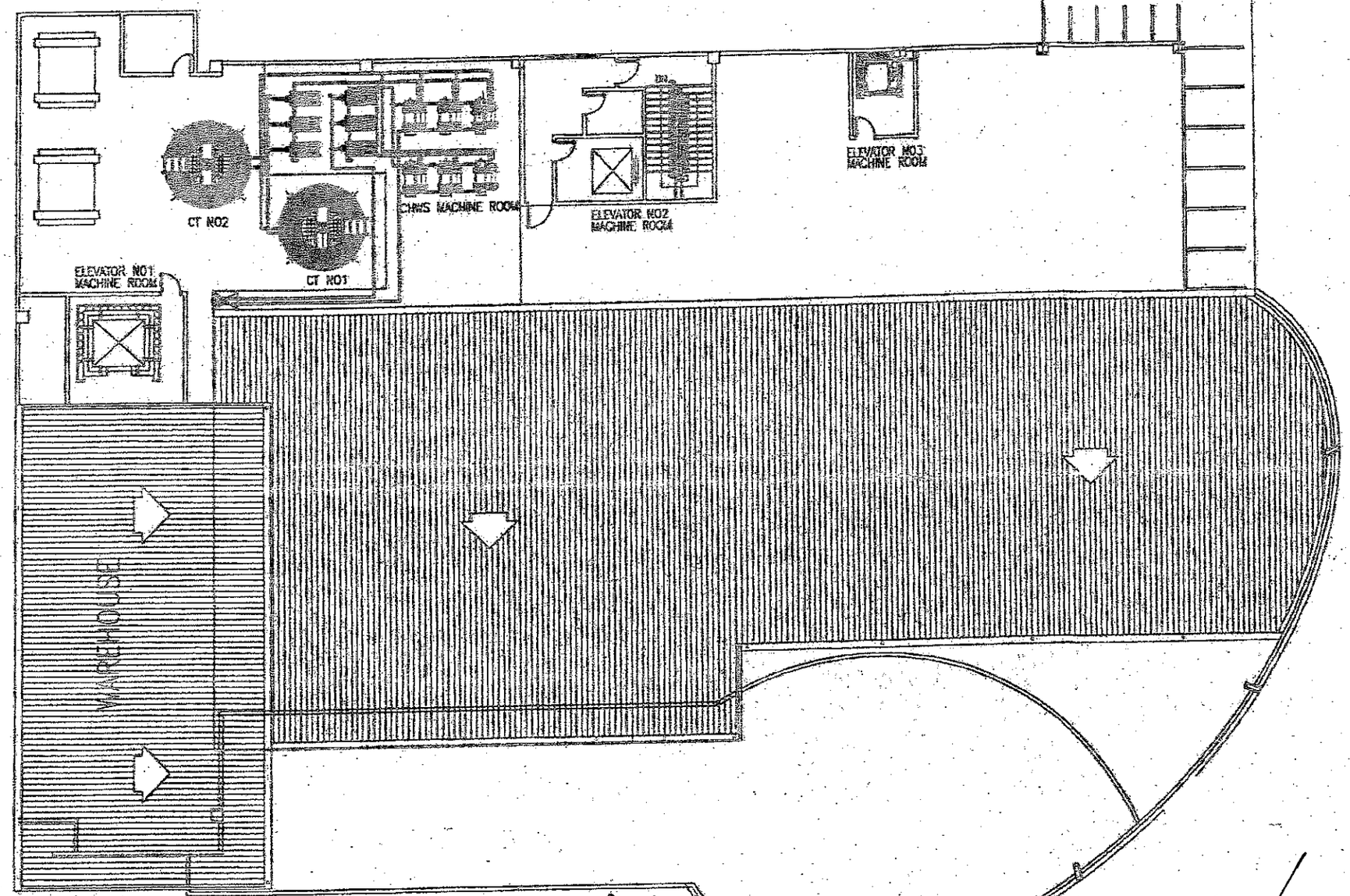
CADD REVISION BY: ENGR. ROBERT S. MENDOZA, RME

4/5



FOURTH FLOOR LAYOUT PLAN

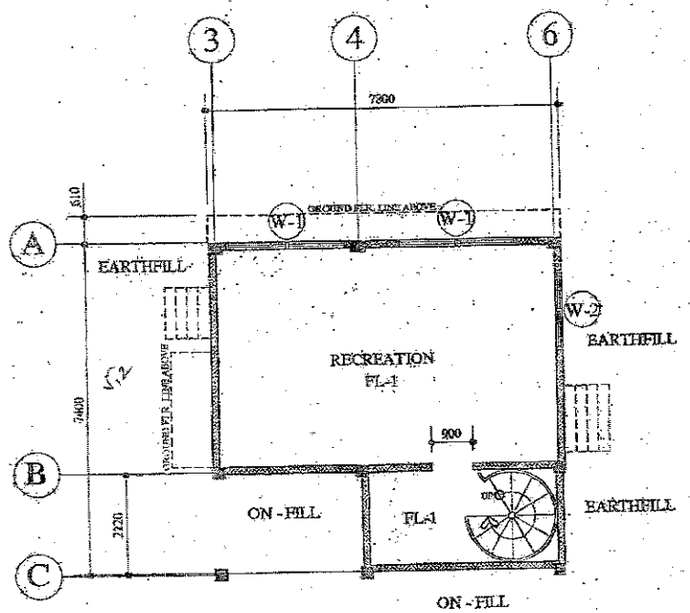
CADD REVISION BY: ENGR. ROBERT S. MENDOZA, RME



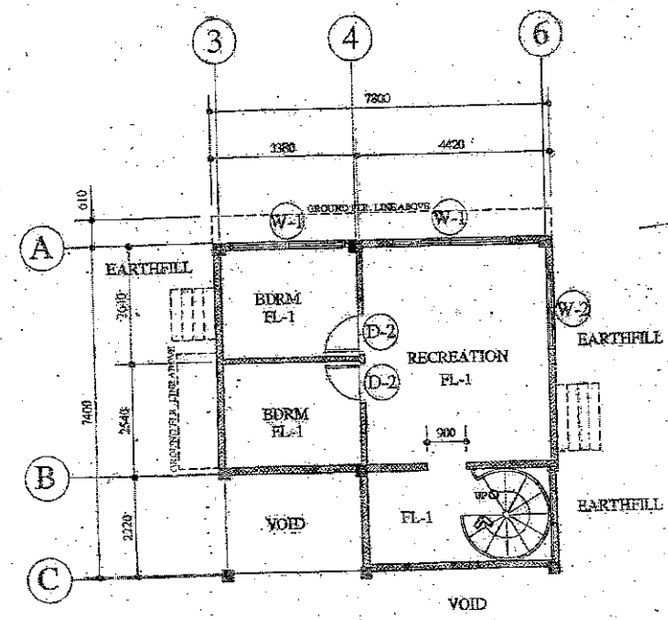
ROOFDECK LAYOUT PLAN

CADD REVISION BY: ENGR. ROBERT S. MENDOZA, REE

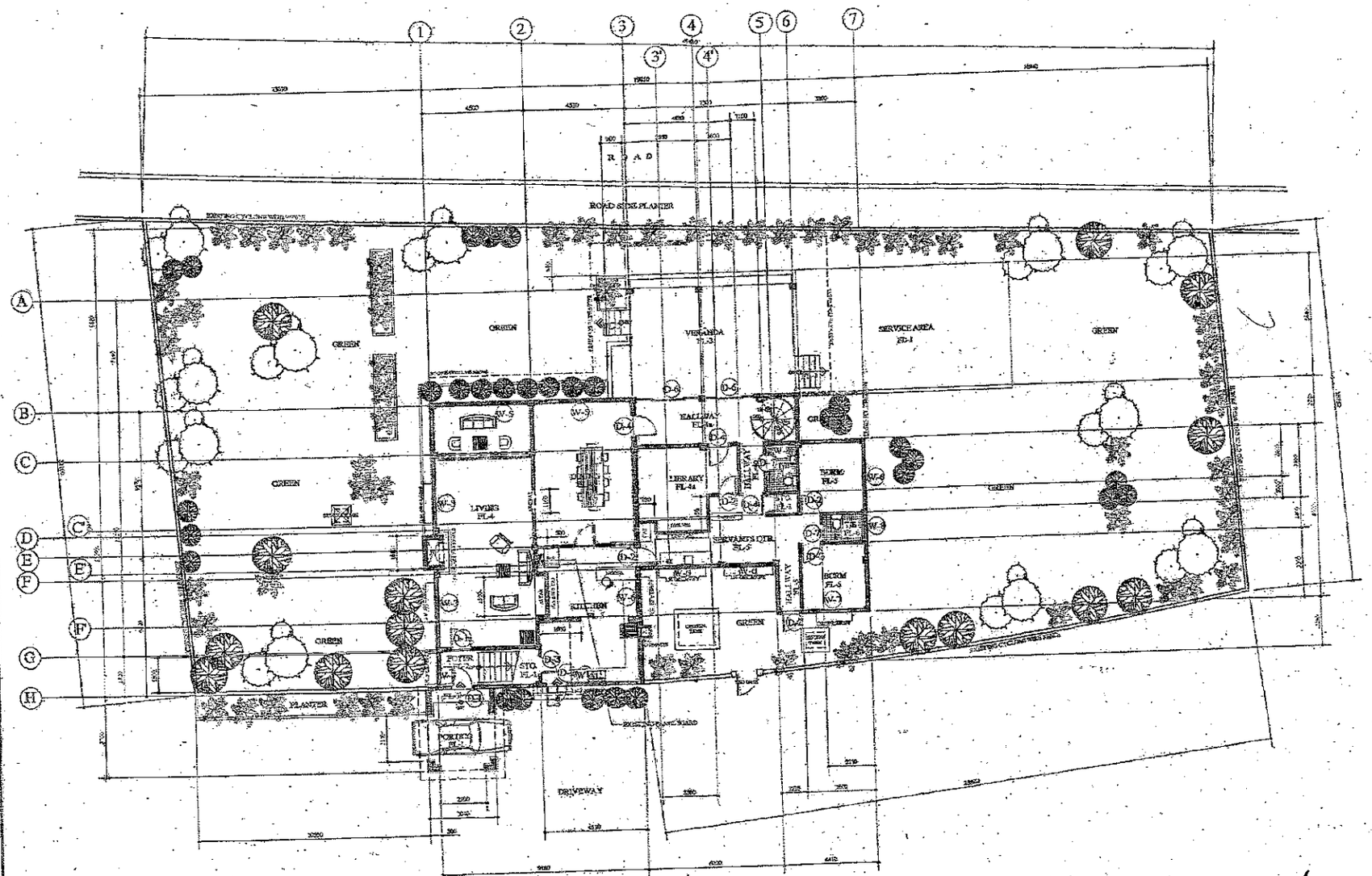
ANNEX C 1/3



FLR. AREA= 46 SQ.M.
(PROPOSED)
1 / A - 3 BASEMENT FLOOR PLAN
SCALE 1:100 M.



FLR. AREA= 46 SQ.M.
(EXISTING)
1 / A - 2 BASEMENT FLOOR PLAN
SCALE 1:100 M.



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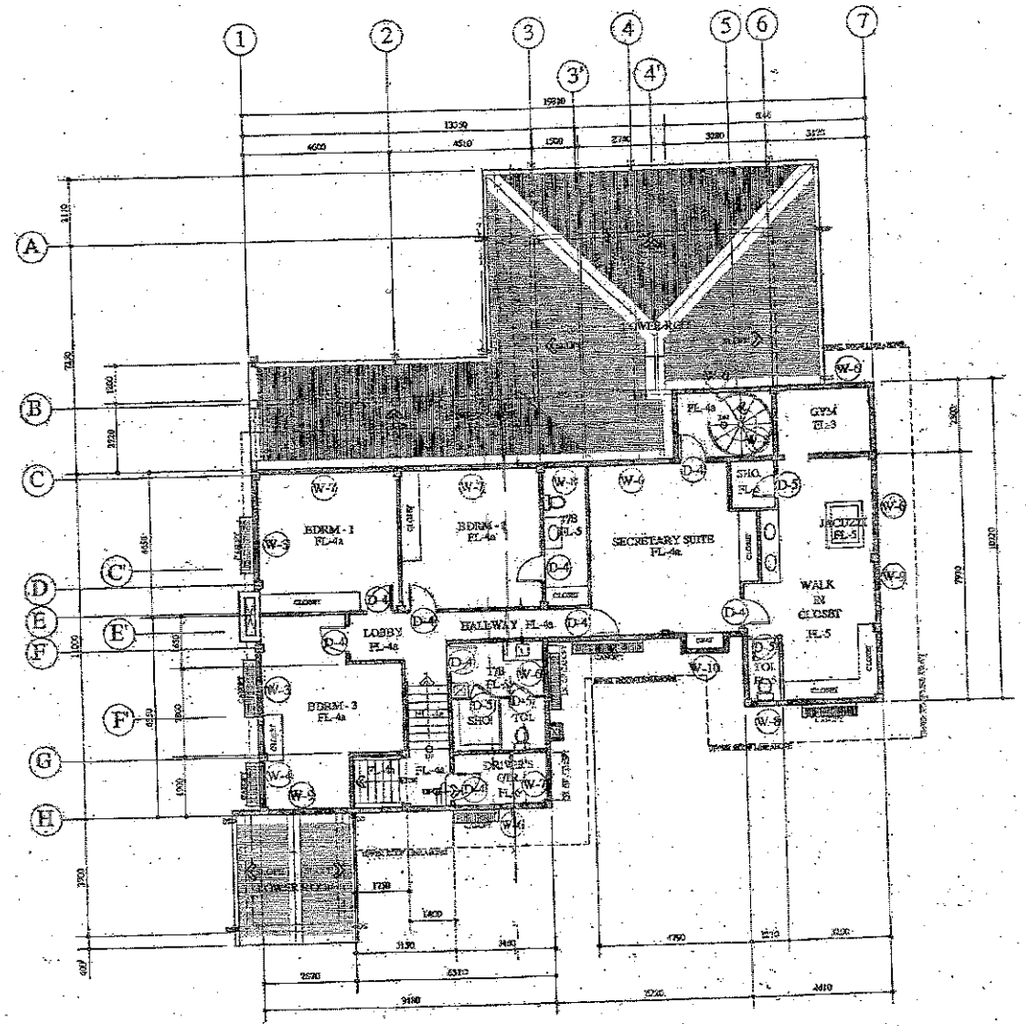
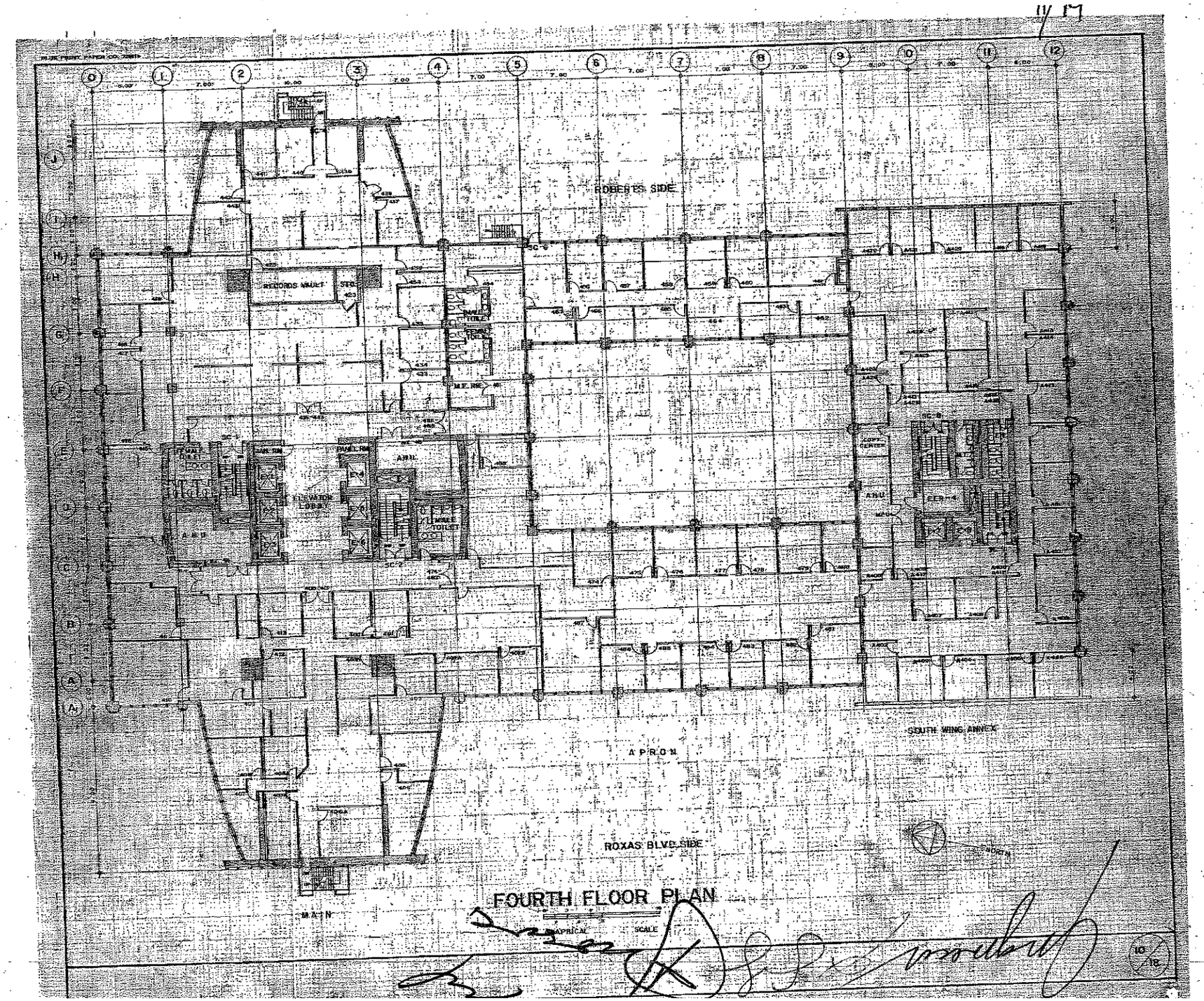
FLR. AREA= 268 SQ.M.
(EXISTING)

2 GROUND FLOOR PLAN
A-2



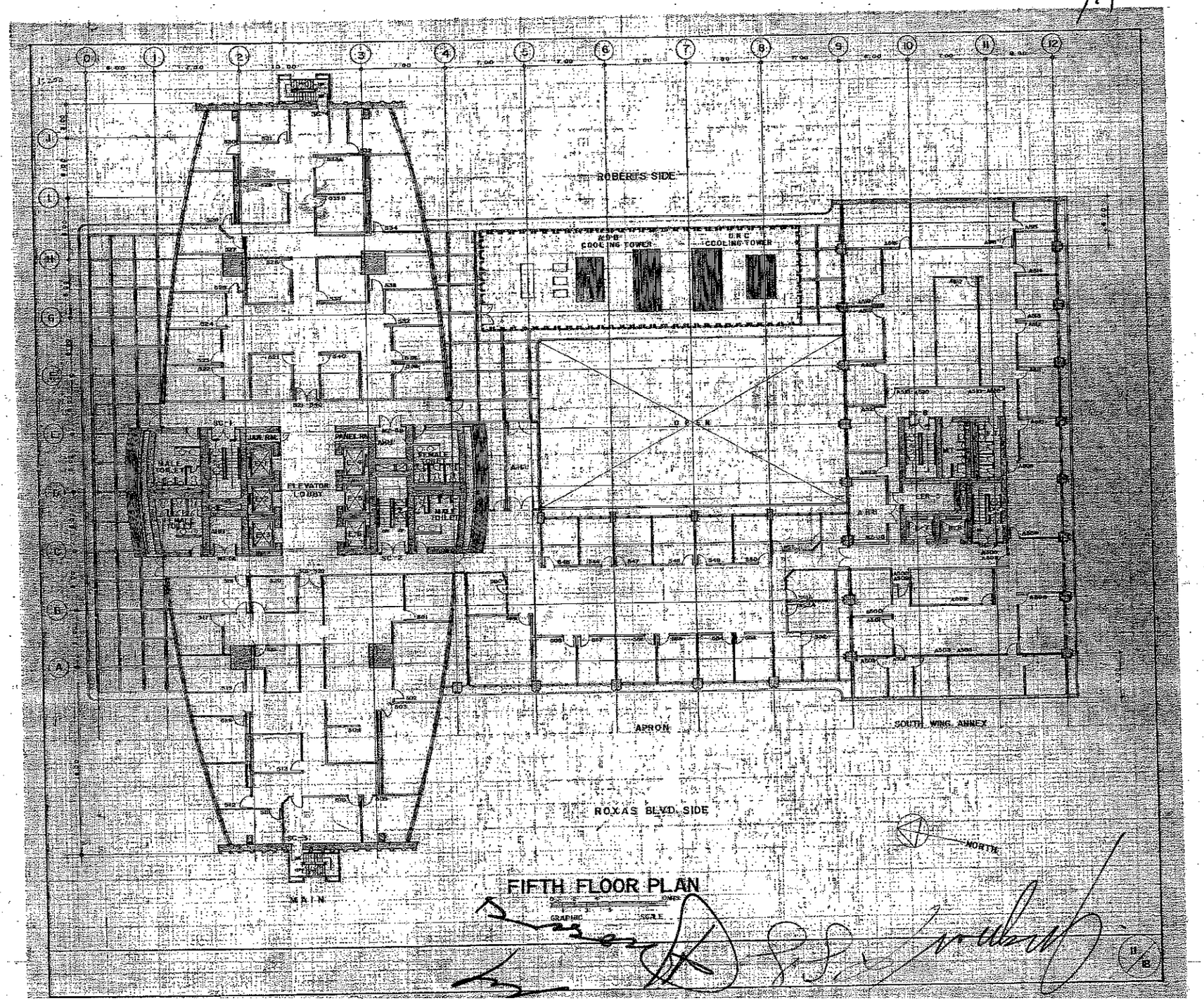
187 SQ.M.
(EXISTING)

3
A-2 SECOND FLOOR PLAN

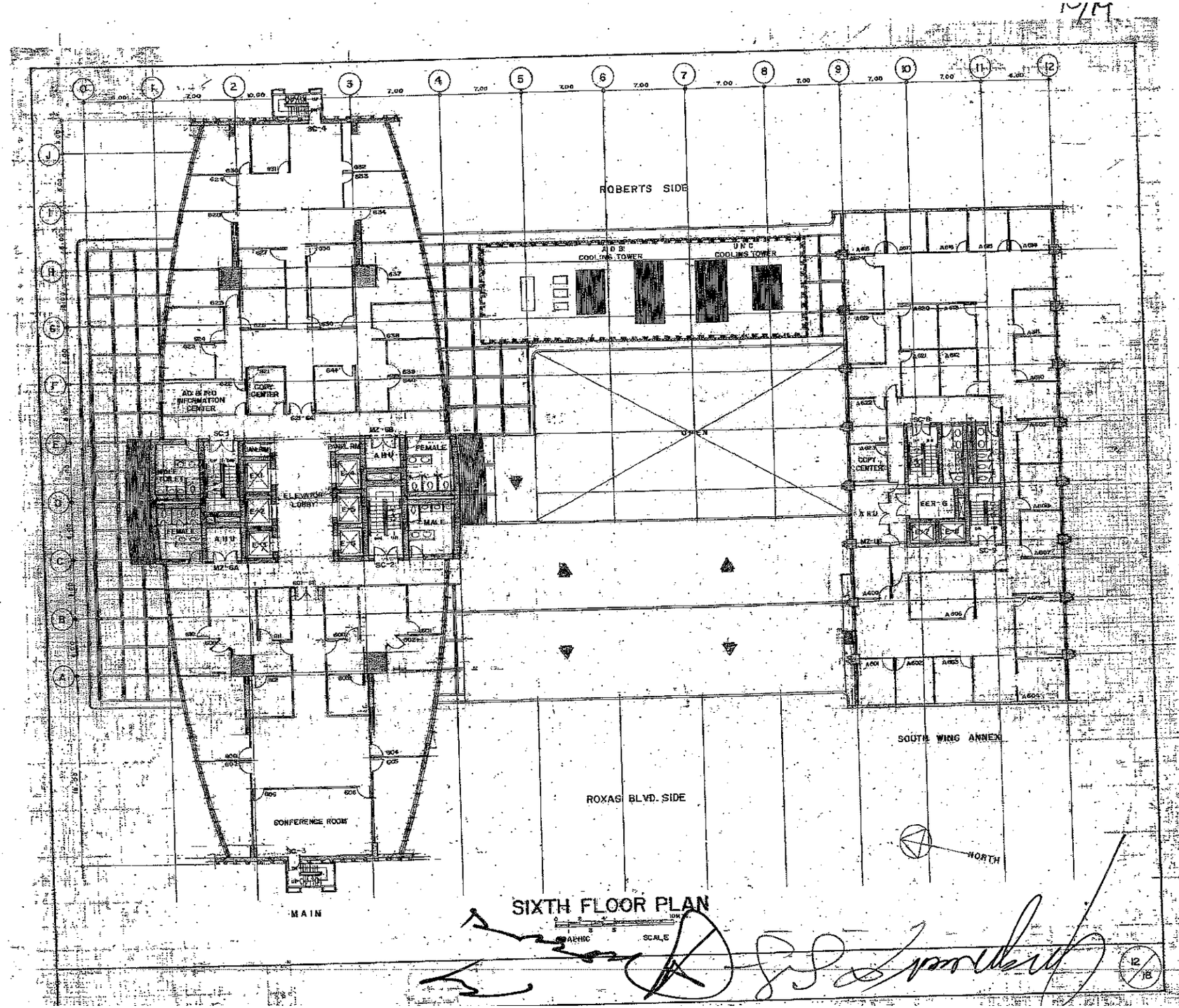


FOURTH FLOOR PLAN

10/18



FIFTH FLOOR PLAN



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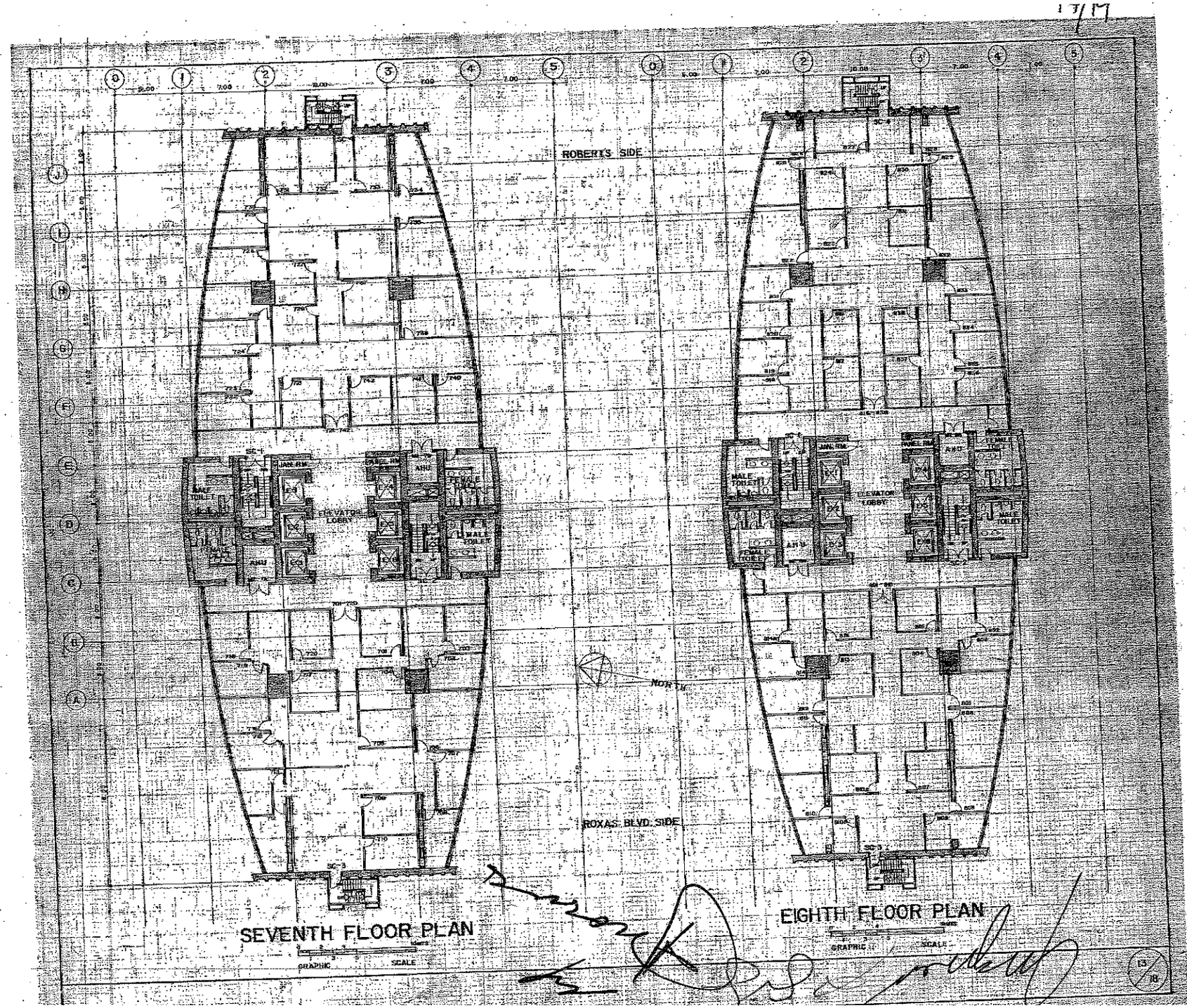
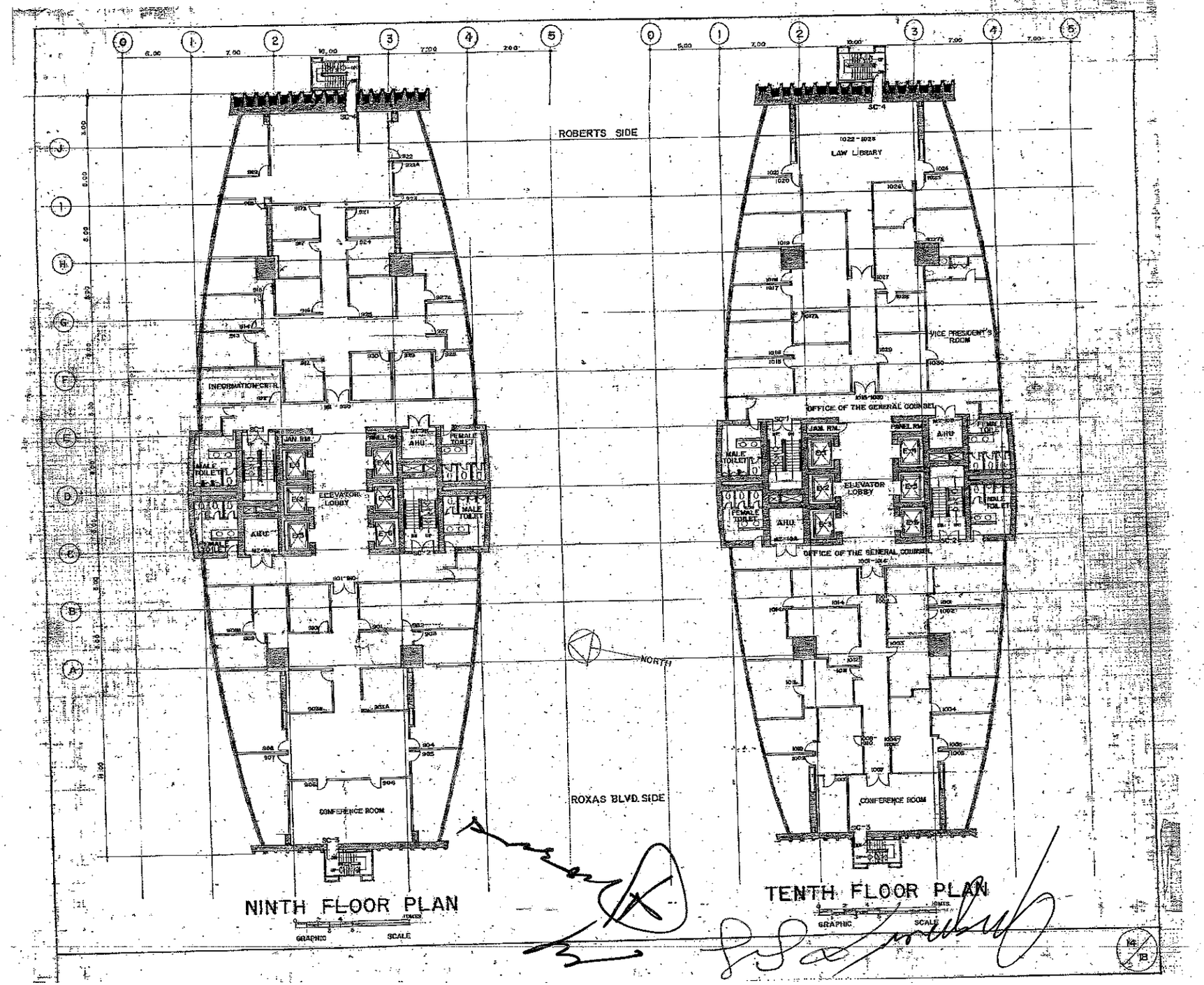
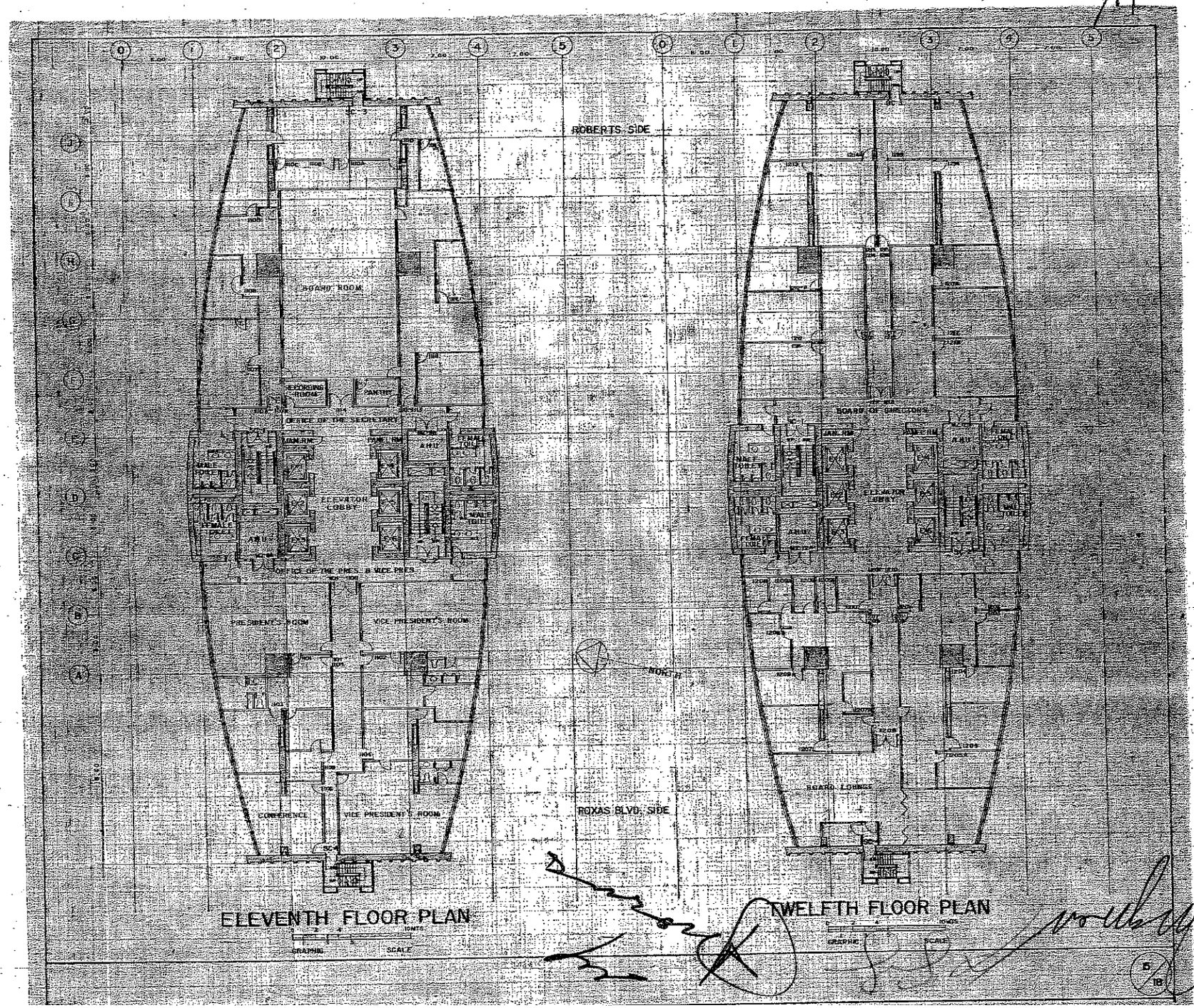

ROBERTS SIDE
ROXAS BLVD. SIDE
NORTH
ELEVATOR LOBBY
MALE TOILET
FEMALE TOILET
JAN. RM.
AHU
SEVENTH FLOOR PLAN
EIGHTH FLOOR PLAN
GRAPHIC SCALE

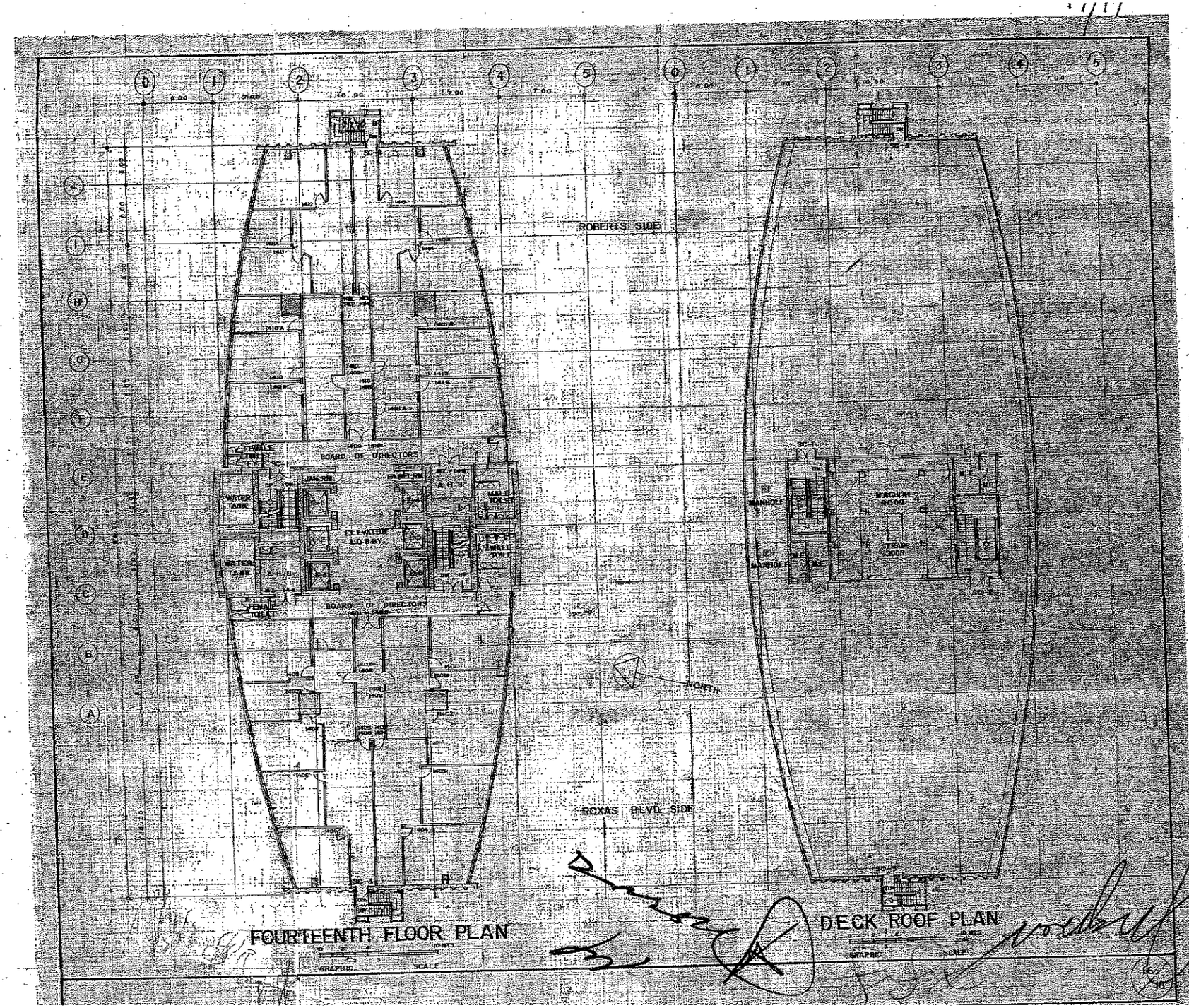


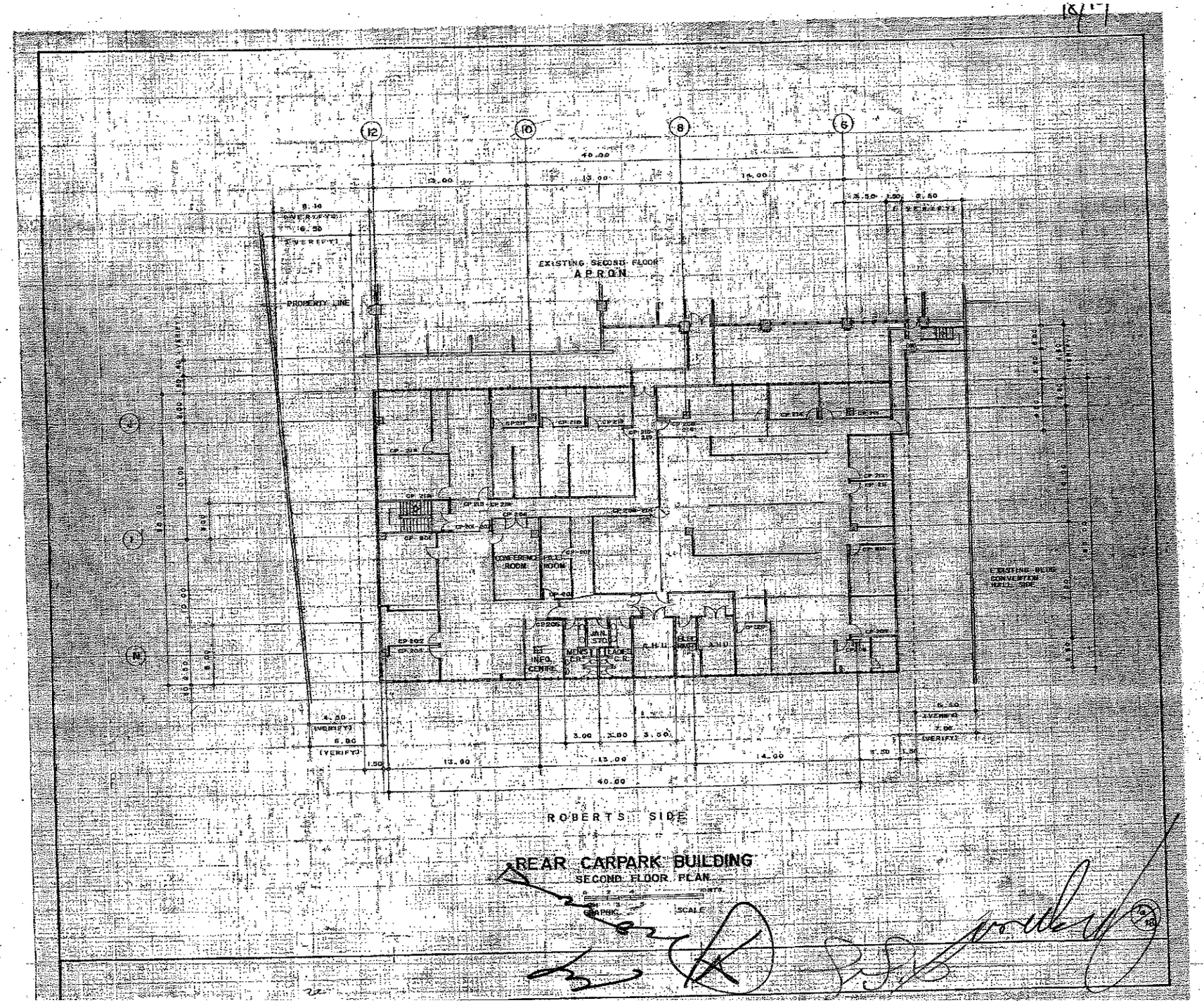
NINTH FLOOR PLAN

TENTH FLOOR PLAN

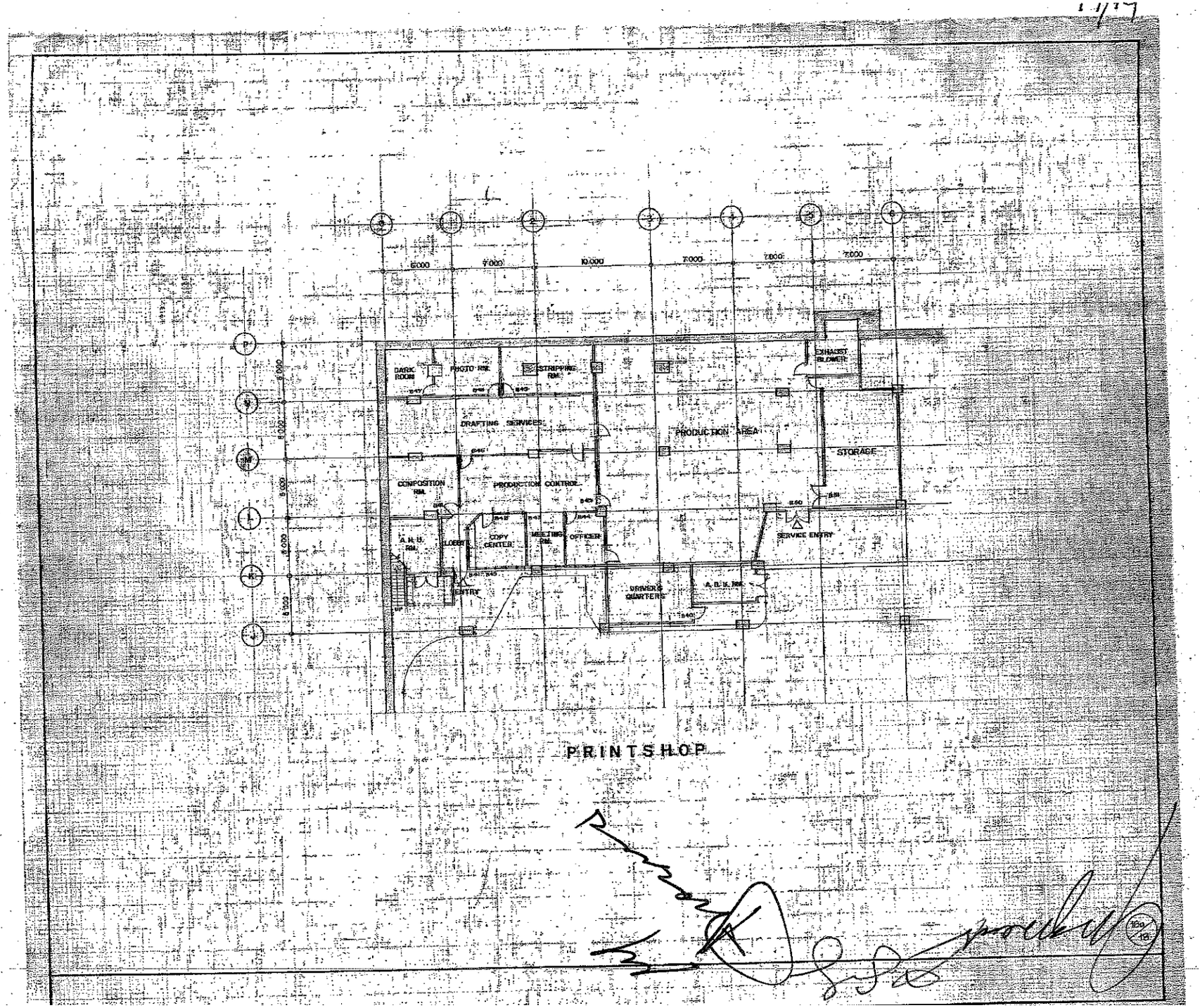
14/18


ROBERTS SIDE
BOARD ROOM
RECORDING ROOM
PANTRY
OFFICE OF THE SECRETARY
MALE TOILET
FEMALE TOILET
ELEVATOR LOBBY
OFFICE OF THE PRES. & VICE PRES.
PRESIDENT'S ROOM
VICE PRESIDENT'S ROOM
NORTH
CONFERENCE
VICE PRESIDENT'S ROOM
ROXAS BLVD. SIDE
ELEVENTH FLOOR PLAN
BOARD OF DIRECTORS
ELEVATOR LOBBY
BOARD LOUNGE
TWELFTH FLOOR PLAN

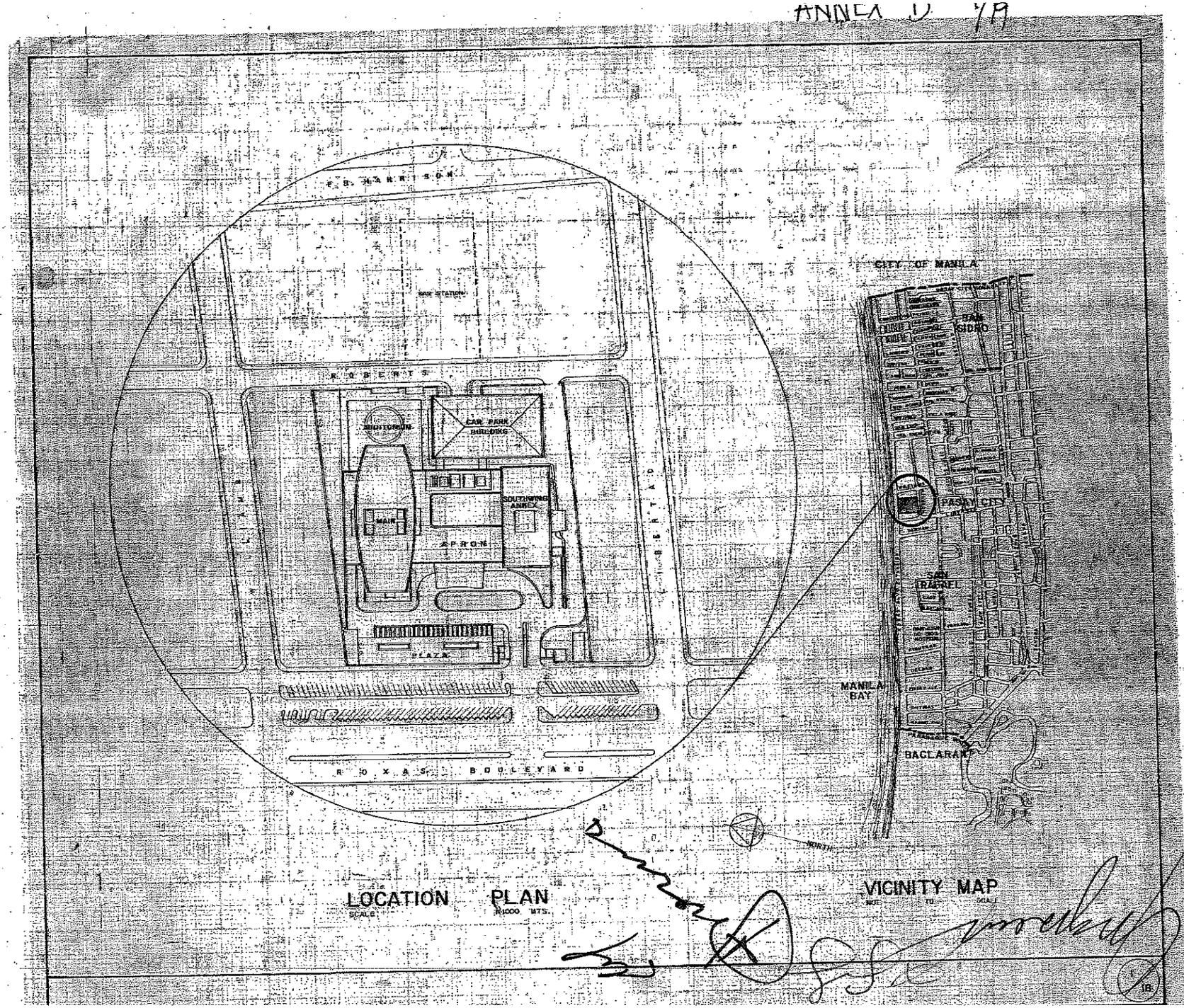

ROBERTS SIDE
ROXAS BLVD. SIDE
BOARD OF DIRECTORS
ELEVATOR LOBBY
WATER TANK
FEMALE TOILET
MALE TOILET
MACHINE ROOM
MANHOLE
TRAP DOOR
NORTH
FOURTEENTH FLOOR PLAN
DECK ROOF PLAN
GRAPHIC SCALE

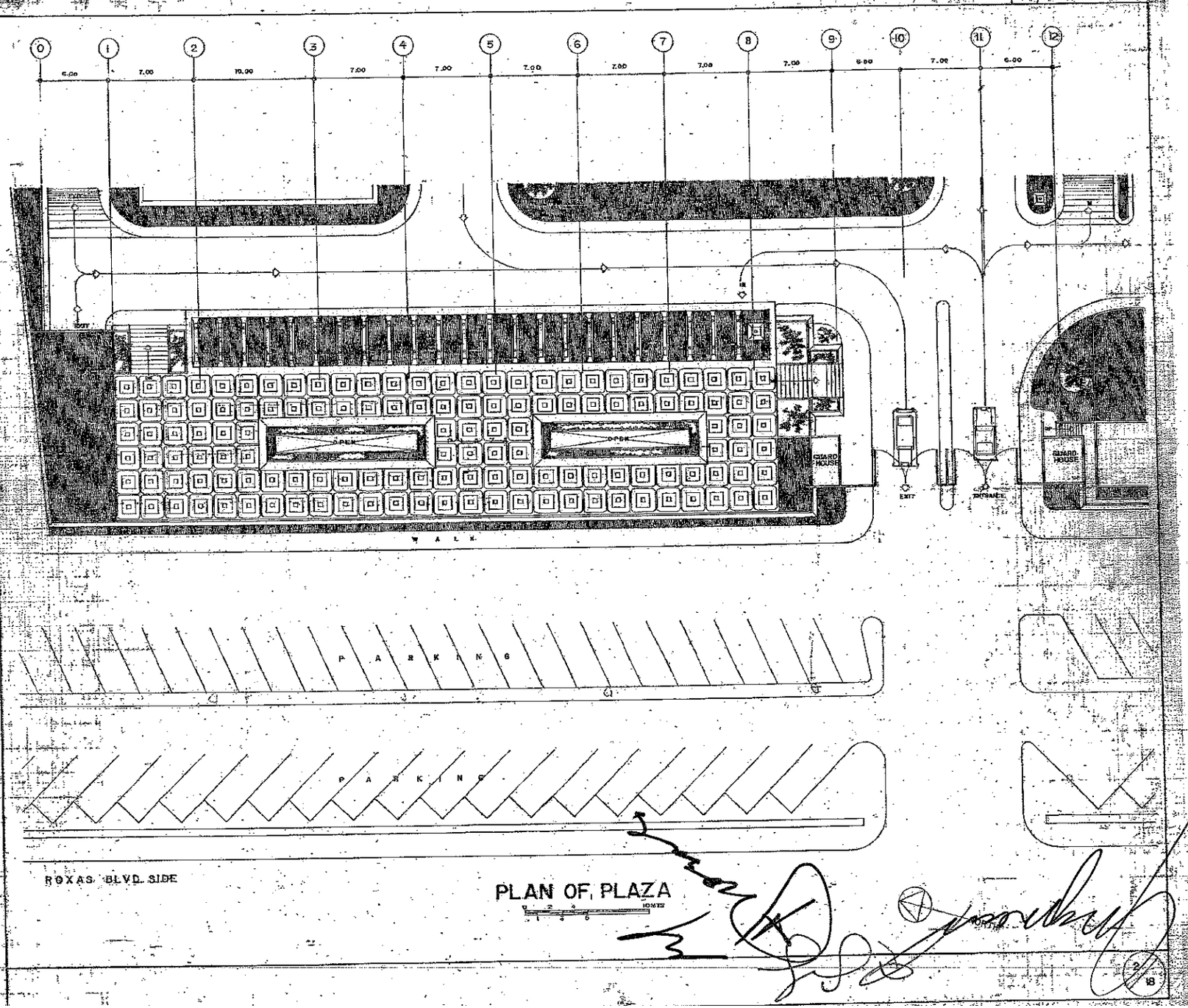


REAR CARPARK BUILDING
SECOND FLOOR PLAN


6000
7000
10,000
7000
7000
7000
DARK ROOM
PHOTO RM.
STRIPPING RM.
EXHAUST BLOWER
DRAFTING SERVICES
PRODUCTION AREA
STORAGE
COMPOSITION RM.
PRODUCTION CONTROL
A. H. U. RM.
LOBBY
COPY CENTER
MEETING RM.
OFFICER
SERVICE ENTRY
ENTRY
DRIVER'S QUARTERS
A. H. U. RM.
PRINTSHOP

ANNEX D 79


F. B. HARRISON
BUS STATION
ROBERTS
AUDITORIUM
CAR PARK BUILDING
MAIN
SOUTHERN ANNEX
APRON
PLAZA
ROXAS BOULEVARD
CITY OF MANILA
SAN ISIDRO
PASAY CITY
SAN DIAREL
MANILA BAY
BAGLARAN
NORTH
LOCATION PLAN
SCALE 1:1000 MTS.
VICINITY MAP
NOT TO SCALE


0
1
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7.00
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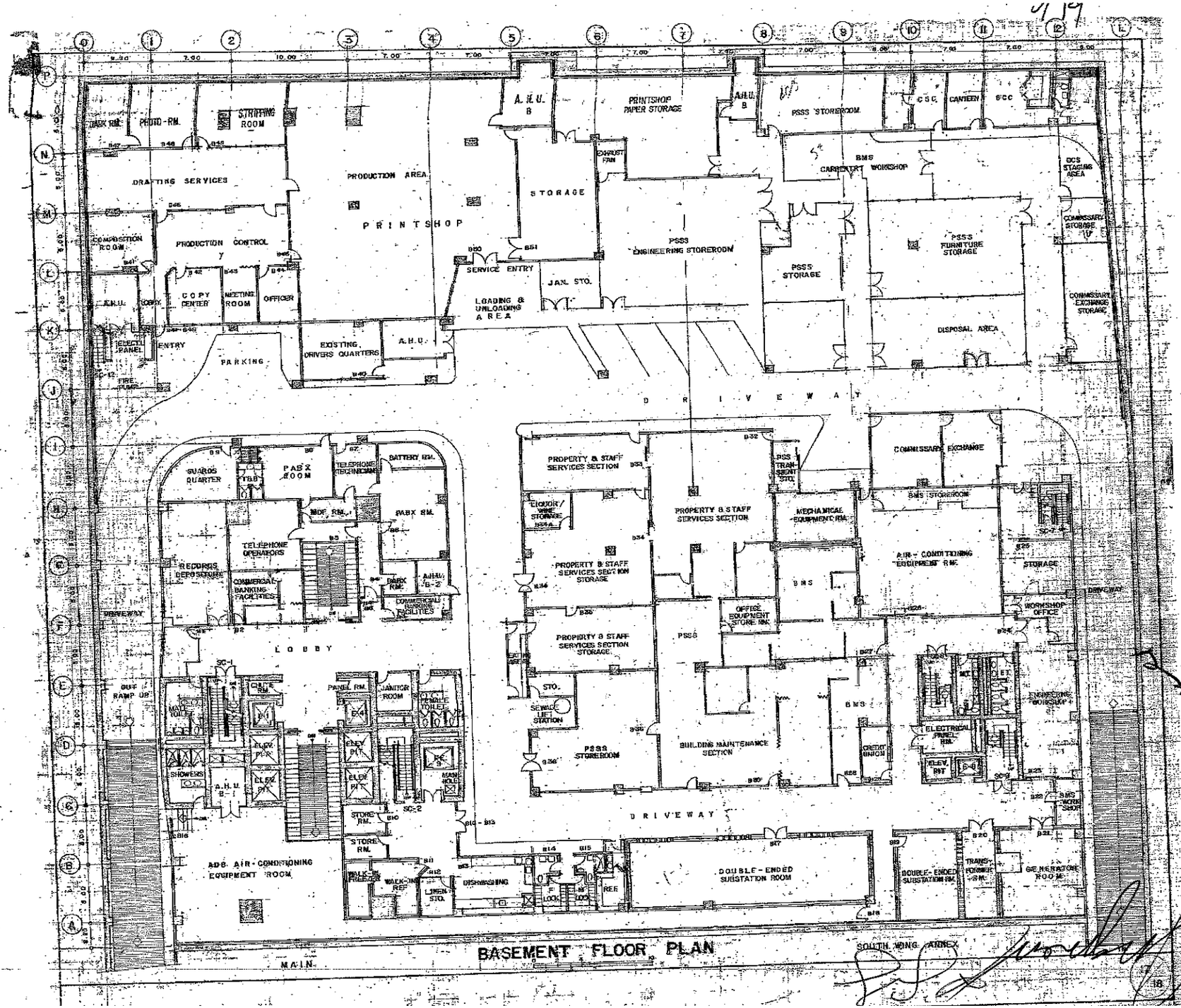
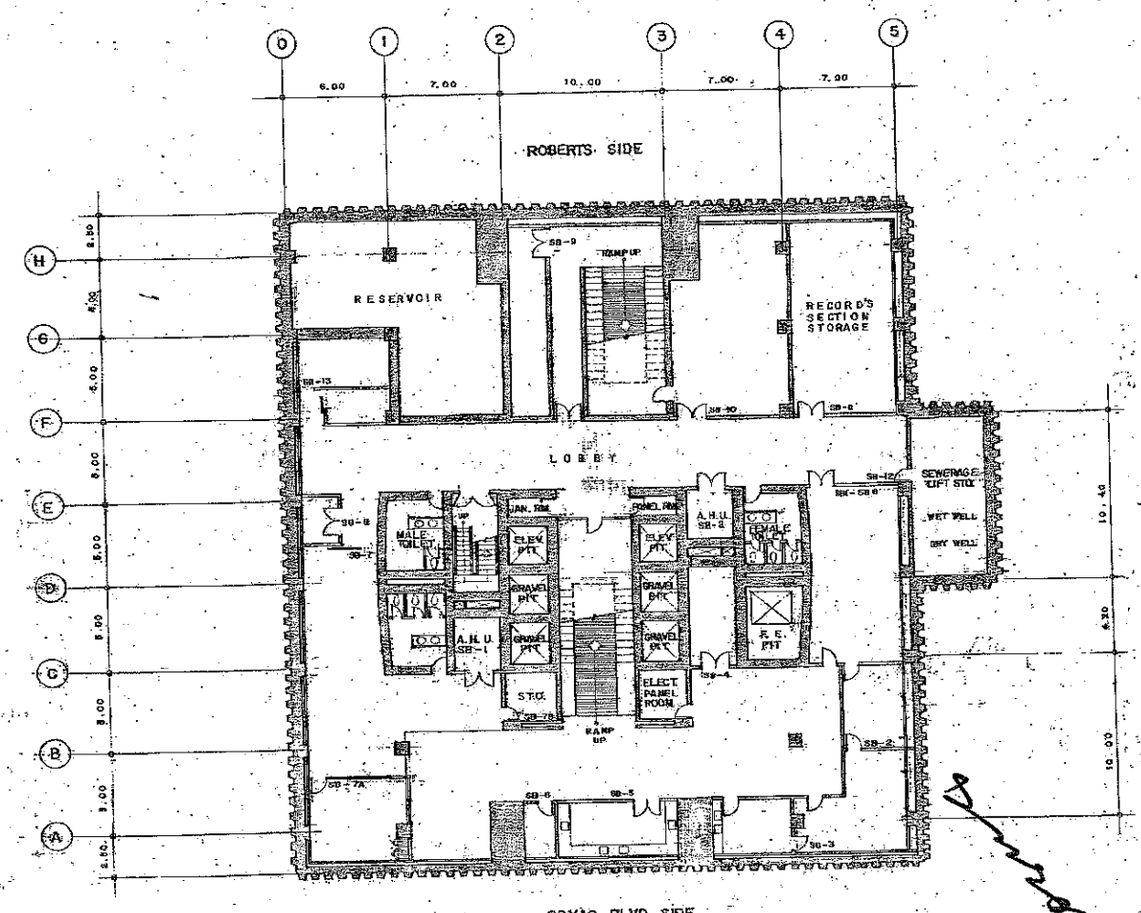
7.00
7.00
6.00
7.00
6.00
OPEN
OPEN
GUARD HOUSE
GUARD HOUSE
EXIT
ENTRANCE
WALK
PARKING
PARKING
ROXAS BLVD. SIDE
PLAN OF PLAZA
METERS
NORTH
2/18

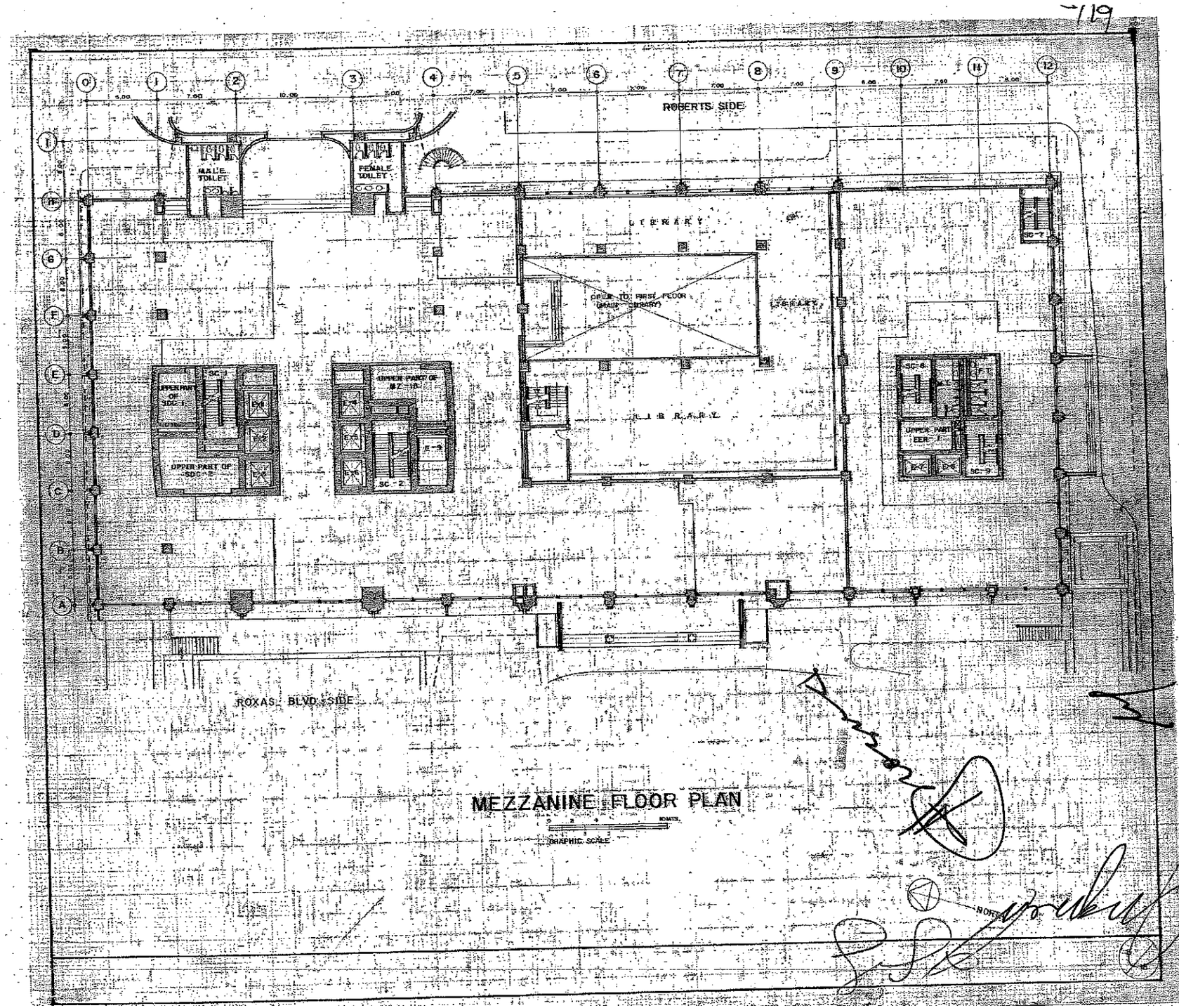


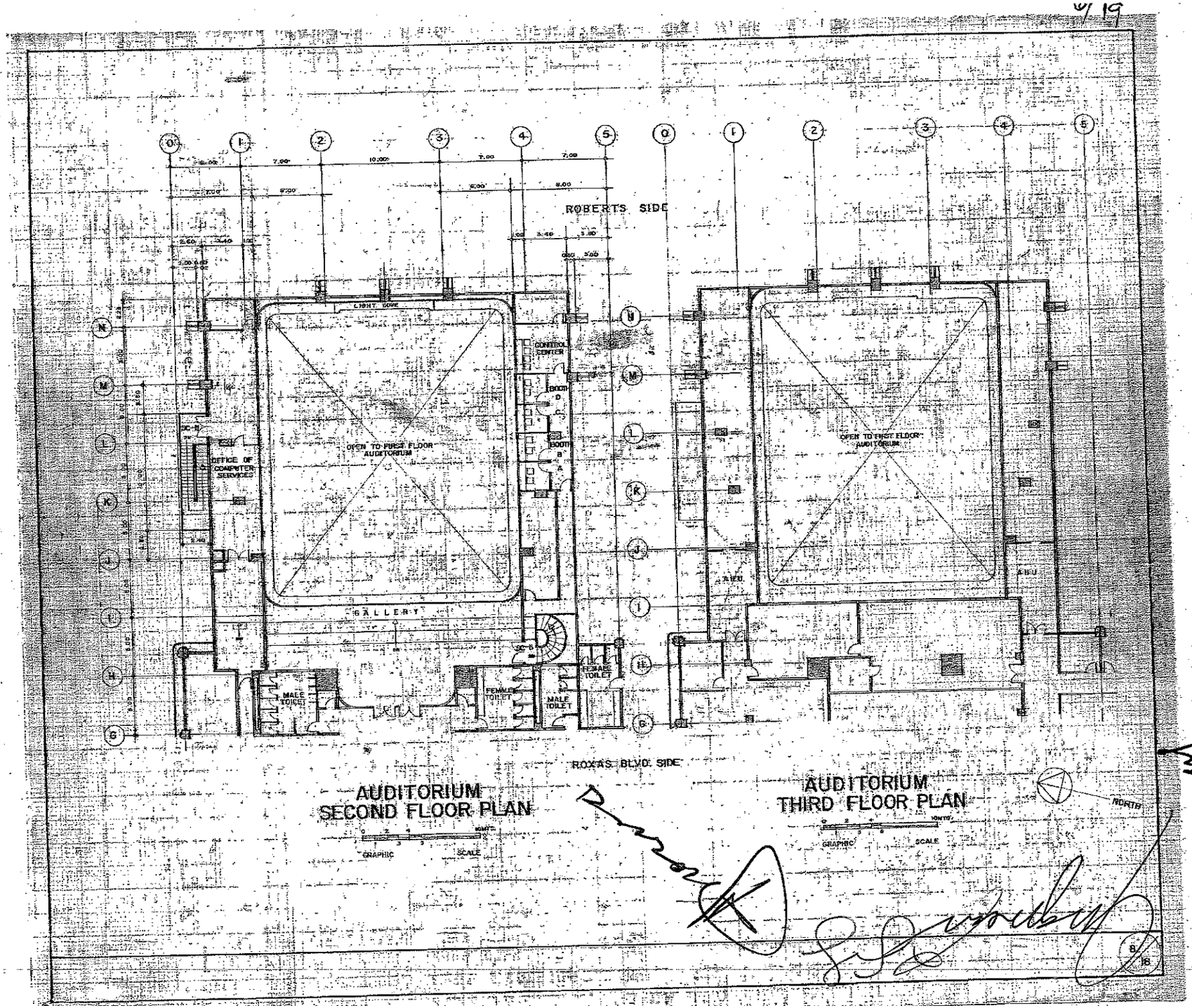
BASEMENT FLOOR PLAN



SUB-BASEMENT FLOOR PLAN

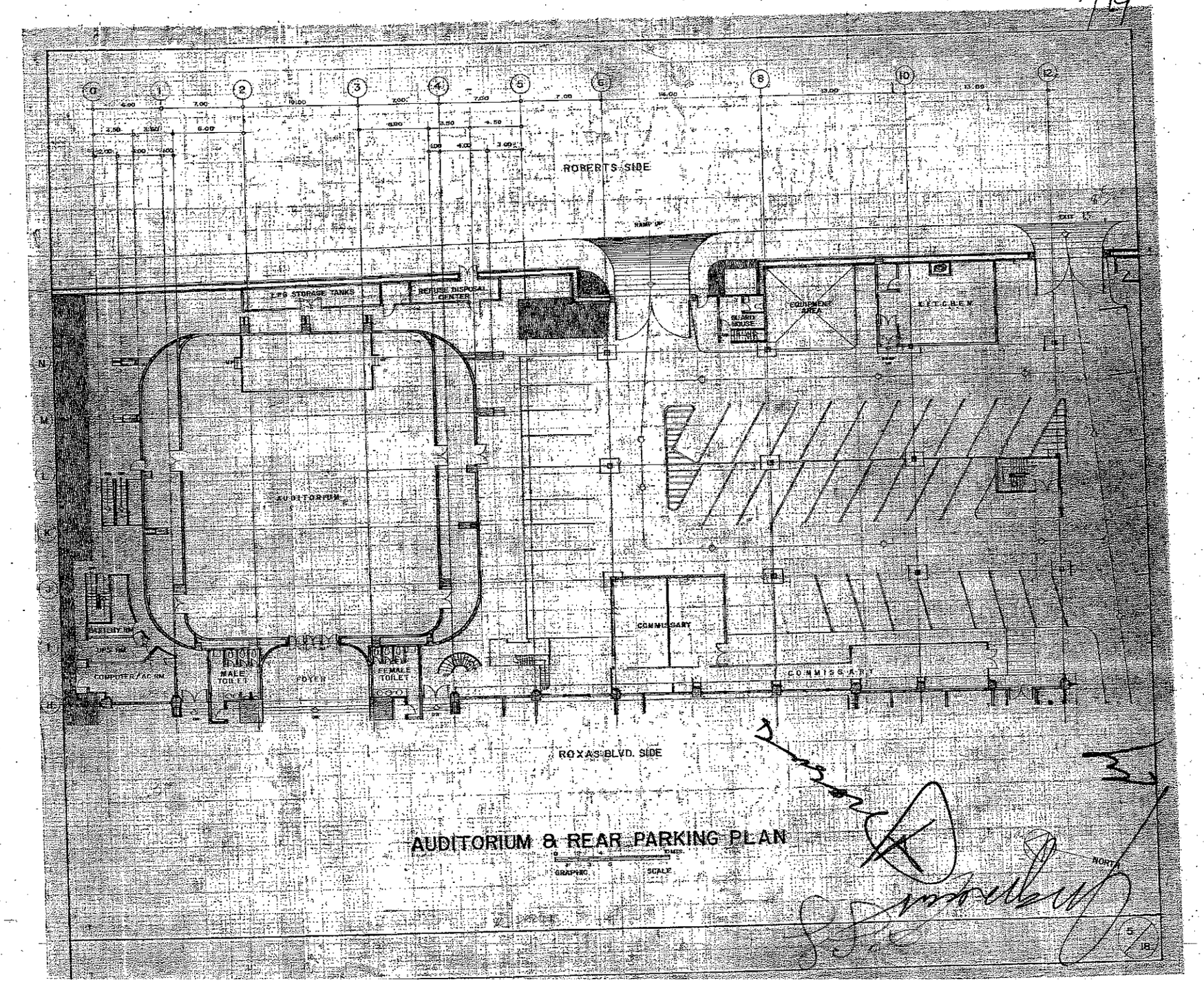
GRAPHIC SCALE


ROBERTS SIDE
MALE TOILET
FEMALE TOILET
LIBRARY
OPEN TO FIRST FLOOR (MAIN LIBRARY)
LIBRARY
LIBRARY
UPPER PART OF SDC-1
UPPER PART OF SDC-2
UPPER PART OF MZ-10
SC-2
SC-3
SC-6
UPPER PART OF SDC-1
ROXAS BLVD. SIDE
MEZZANINE FLOOR PLAN
GRAPHIC SCALE

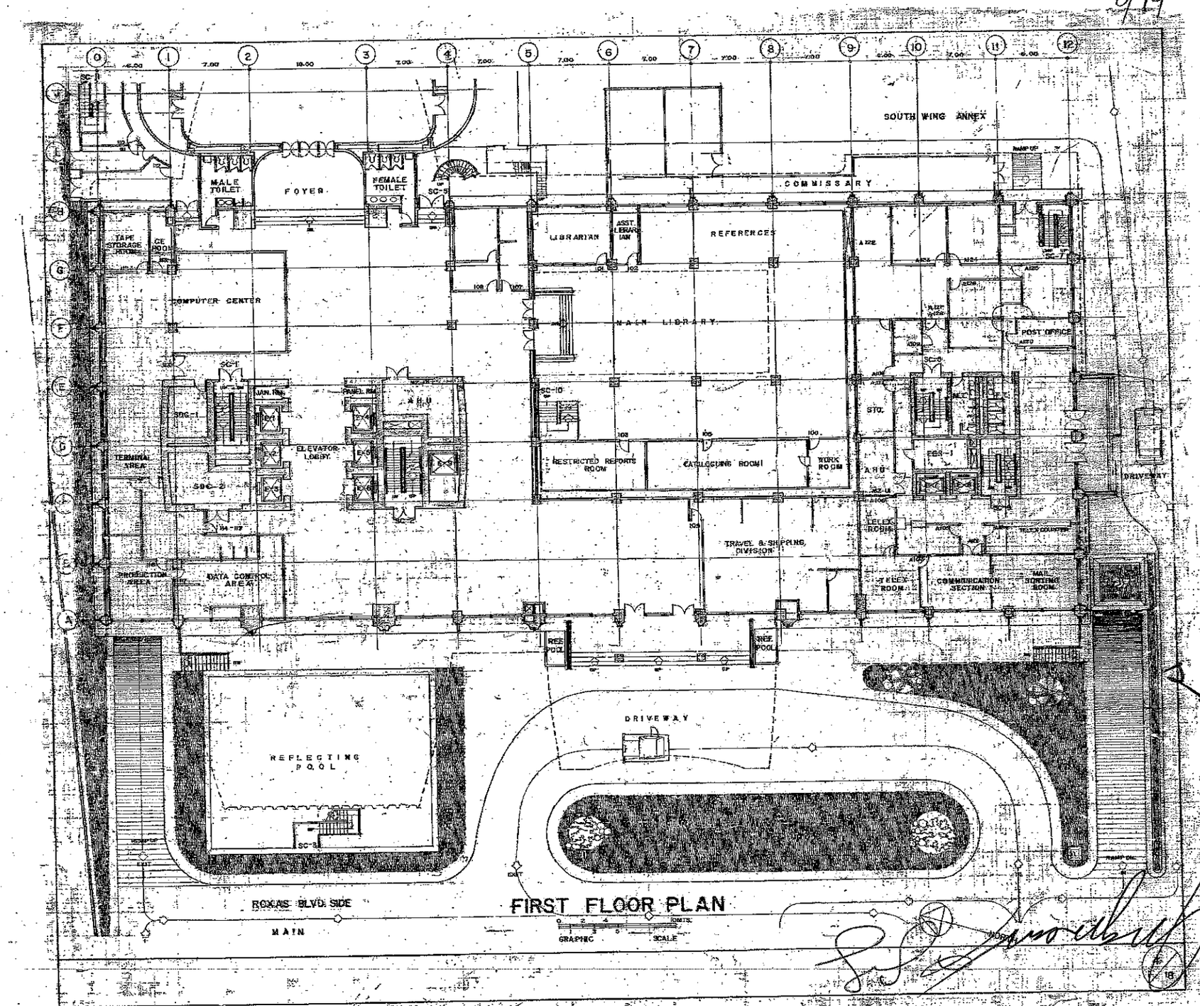


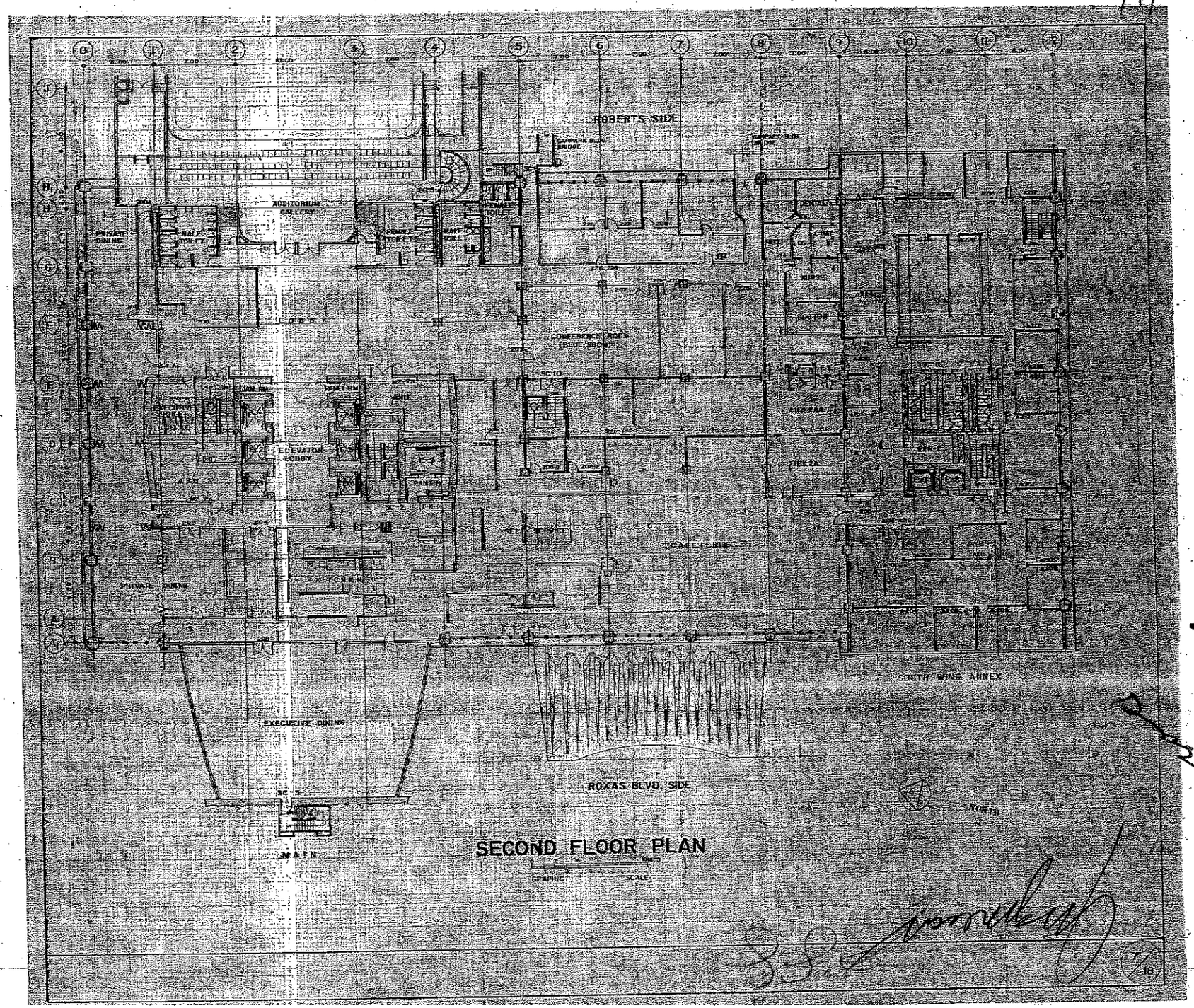
AUDITORIUM
SECOND FLOOR PLAN

AUDITORIUM
THIRD FLOOR PLAN



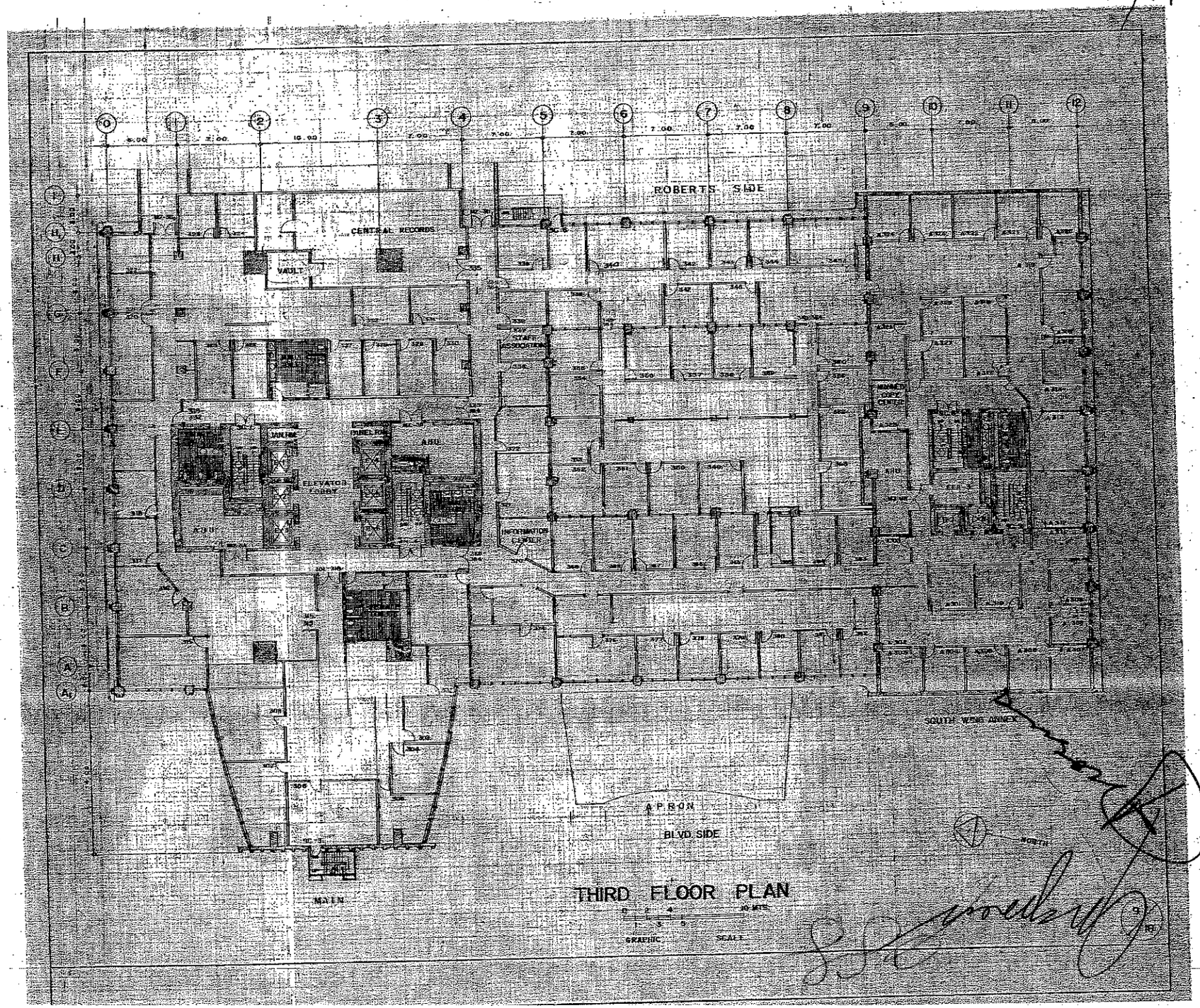
AUDITORIUM & REAR PARKING PLAN


SOUTH WING ANNEX
COMMISSARY
MALE TOILET
FOYER
FEMALE TOILET
TAPE STORAGE ROOM
CE ROOM
COMPUTER CENTER
LIBRARIAN
ASST. LIBRARIAN
REFERENCES
MAIN LIBRARY
POST OFFICE
STG.
TERMINAL AREA
ELEVATOR LOBBY
RESTRICTED REPORTS ROOM
CATALOGUING ROOM
WORK ROOM
DRIVEWAY
TELEX ROOM
TRAVEL & SHIPPING DIVISION
PROJECTION AREA
DATA CONTROL AREA
TELEX ROOM
COMMUNICATION SECTION
MAIL SORTING ROOM
REF. POOL
REFLECTING POOL
DRIVEWAY
ROXAS BLVD. SIDE
MAIN
FIRST FLOOR PLAN
GRAPHIC SCALE



SECOND FLOOR PLAN

19


ROBERTS SIDE
CENTRAL RECORDS
VAULT
STAFF ASSOCIATION
MANAGED COPY CENTER
VAULTING
TUBE FOR ABU
ELEVATOR CORE
ABU
INFORMATION CENTER
SOUTH WING ANNEX
APRON
BLVD. SIDE
NORTH
MAIN
THIRD FLOOR PLAN
GRAPHIC SCALE

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

Section IV. General Conditions of Contract (GCC) should be read in conjunction with Section V. Special Conditions of Contract (SCC) and other documents listed therein. Both the GCC and the SCC enumerates all the rights and obligations of the parties.

It is understood that the Bidder, by submitting a bid for the Project, has understood and agrees to all the terms and conditions contained in both the GCC and the SCC.

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29. CONTRACT AMENDMENT **47**
30. APPLICATION **47**

1. **Definitions**

1.1. In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this Section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.

(h) "The Procuring Entity's country" is the Philippines.

(i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

(j) The "Funding Source" means the organization named in the **SCC**.

(k) "The Project Site," where applicable, means the place or places named in the **SCC**.

(l) "Day" means calendar day.

(m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

(n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. 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 in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.

10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

(a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the **SCC**.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon

as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time

plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);

(b) Drawing up or using forged documents;

(c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

(e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

(f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

(h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is *the Department of Foreign Affairs*
1.1(i)	The Contractor is *POWER HOUSE PEST CONTROL SERVICES*
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the *Government Appropriations Act for 2014*, in the amount of **Php 1,500,000.00.**
1.1(k)	The Project Site is the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City.
5.1	The Procuring Entity's address for Notices is: 2330 Roxas Boulevard, Pasay City Contact Person: Alex O. Vallespin (Head, BAC Secretariat) Tel. no. 834-4116 or Fax no. 831-9584. **bac.secretariat@dfa.gov.ph** The Supplier's address for Notices is: 2422 R. Fernandez St., Gagalangin,, Tondo I/II NCR, Manila City Represented by its Owner and General Manager, Ms. Anna Marie M. Escober with telephone number 508-4249 and fax number 354-4615.
9	For the given scope of work in this Contract as awarded, all bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.
10.4	Not applicable.
13.4(c)	No further instructions.
21.1	No additional provision. But if the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Kawaran ng Ugnayang Panlabas

Department of Foreign Affairs

BAC-PB-NOA-_____-2014-OPAS

OFFICE OF THE UNDERSECRETARY FOR ADMINISTRATION

NOTICE OF AWARD

08 April 2014

Madame:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department of Foreign Affairs as contained in its Resolution No. 100-14, the Department is awarding the Contract for the ***Pest Control Services for CY 2014***, to your firm, ***Power House Pest Control Services,*** in the amount of *Eight Hundred Seventy-Seven Thousand and Seven Hundred Pesos Only* ***(Php877,700.00)***, inclusive of all taxes and other lawful charges, subject to the signing of the Contract and to the posting of the required performance security within ten (10) calendar days from receipt of this Notice.

Very truly yours,

LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of Procuring Entity

Conforme:

For: **POWER HOUSE PEST CONTROL SERVICES**

MS. ANNA MARIE M. ESCOBER
Owner / General Manager
Power House Pest Control Services

RICHARD SALONGA
POWER HOUSE 4/28/14

2422 R. Fernandez Street
Gagalangin, Tondo
Date: 4/28/14

BIDS AND AWARDS COMMITTEE

BAC Resolution No. 100-14

RESOLUTION RECOMMENDING THE AWARD OF CONTRACT FOR THE DEPARTMENT'S PEST CONTROL SERVICES FOR CY 2014

WHEREAS, the Office of Personnel and Administrative Services (OPAS), intends to procure the services of a duly licensed company for the Department's Pest Control Services for CY 2014, to include a general pest abatement program, fogging treatment and rodent control in the DFA Main Building and DFA Cottage located at Baguio City, on a specified schedule determined by the DFA;

WHEREAS, the Office of Fiscal Management (OFM) issued a *Certificate of Availability of Funds* for the Department's Pest Control Services for CY 2014 in the amount of *One Million Five Hundred Thousand Pesos Only* (Php 1,500,000.00), chargeable against the MOOE of OPAS;

WHEREAS, on 10 January 2014, in compliance with Section 20.1 of the Revised Implementing Rules and Regulations (RIRR) of the Government Procurement Reform Act (R.A. 9184), the BAC with the representatives from OPAS conducted a *Pre-Procurement Conference* to discuss the bidding documents, including the Terms of Reference (TOR), scope and contract duration, as well as the schedule of bidding activities for the Project;

WHEREAS, in compliance with Section 21.2 of the Revised Implementing Rules and Regulations (RIRR) of the Government Procurement Reform Act (R.A. 9184), the Department of Foreign Affairs (DFA) posted, for seven (7) consecutive days an *Invitation to Bid* for the Department's Pest Control Services for CY 2014 in the DFA Website, PhilGeps and in conspicuous places within the premises of the DFA beginning 24 February 2014;

WHEREAS, in response to said advertisements, three (3) companies namely, *Power House Pest Control Services, Certified Pest Control Services, and Pesticon Enterprises, Inc.* purchased the *Bid Documents*, in the amount of Five Thousand Pesos Only (Php5,000.00);

WHEREAS, on 05 March 2014, in compliance with Section 22 of the RIRR of R.A. 9184, the DFA-Bids and Awards Committee (DFA-BAC), in the presence of the representatives from OPAS, held a *Pre-Bid Conference* with the prospective bidders to discuss the eligibility requirements and the technical and financial components of the contract to be bid and to allow the bidder to raise or submit written queries or clarifications;

WHEREAS, on 18 March 2014 during the *Opening of Bids*, consistent with Section 23 of the RIRR of R.A. 9184, said bidders, submitted their respective sealed *Eligibility and Technical Requirements, and Financial Proposal* envelopes, however, only *Power House Pest Control Services* was declared "ELIGIBLE TO BID", as well as "TECHNICALLY COMPLYING";

WHEREAS, the financial bid of *Power House Pest Control Services* was:

Bidders	Financial Bid
Approved Budget for the Contract	*Php 1,500,000.00* *(One Million Five Hundred Thousand Pesos Only)*
Power House Pest Control Services	*Php 877,700.00* *(Eight Hundred Seventy-Seven Thousand Seven Hundred Pesos Only)*

WHEREAS, on 24 March 2014, in compliance with Section 34 of the RIRR of R.A. 9184, *Power House Pest Control Services,* after being declared as the company with the *Lowest Calculated Bid* underwent *Post-Qualification* conducted by the DFA-BAC-Technical Working Group (TWG), in the presence of the representative from OPAS, and was determined to have passed all the documentary requirements;

WHEREAS, as part of the Post-Qualification process, the DFA-BAC-TWG, in the presence of the representative from OPAS, conducted a site visit on 01 April 2014 where the inspection team visited *Power House Pest Control Services'* office in 2422 R. Fernandez St., Gagalangin, Tondo;

WHEREAS, the DFA-BAC-TWG, in its report dated 02 April 2014, finds that *Power House Pest Control Services* has passed all the criteria for *Post-Qualification* and recommends that the company be declared as the *Lowest Calculated Responsive Bidder*;

WHEREFORE, premises considered, the Committee unanimously resolves to recommend to the Head of the Procuring Entity of the Department Foreign Affairs to:

1.) award the contract for Pest Control Services for CY 2014 of the Department of Foreign Affairs to *Power House Pest Control Services* for having submitted the *Lowest Calculated Responsive Bid* in the amount of *Php 877,700.00*; and

2.) commence Contract Signing with *Power House Pest Control Services* upon the issuance of the *Notice of Award* and payment of the appropriate performance security.

ADOPTED this 08th day of April 2014, Pasay City.

EVELYN D. AUSTRIA-GARCIA
BAC Chairperson

JOSÉ VICTOR CHAN-GONZAGA
BAC Vice-Chairman

EDWARD C. YULO
BAC Member

GERARDO P. ABIOG
BAC Member

GONARANAO B. MUSOR
BAC Member

BERTRAND THEODOR SANTOS
BAC Member

MELITA STA. MARIA-THOMECZEK
BAC Provisional Member
Representative of the End-User

Approved:
By the Authority of the Secretary of Foreign Affairs:

LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of the Procuring Entity

STRONGHOLD
INSURANCE COMPANY INCORPORATED

17/F Security Bank Centre 6776 Ayala Avenue,
Makati City
VAT Reg. TIN.: 000-602-270-000

OFFICIAL RECEIPT

№ 420561 D

Date: April 30, 2014

RECEIVED from M POWER HOUSE PEST CONTROL SERVICES

Address

TIN: Bus. Style

the sum of Pesos Two thousand three hundred ninety four & 90/100 only (P 2,394.90)

in full/payment of

Policy / Bond 6(13) 187155	
Endorsement No.	
Renewal No.	
Amount of Coverage	
From April 29, 2014	
Insurance in Force	
To April 29, 2015	P
Premium	1,574.20
Documentary Stamps	197.75
Fire Service Tax	31.50
Others	431.50
VAT Amount	188.92
Total Sales	
TOTAL AMOUNT PAYABLE	P 2,394.90

Paid by: M WG

Cash

Check No.

PM/TW No.

Note: Replacing Temporary Receipt No.

Dated

STRONGHOLD INSURANCE COMPANY, INC.

By:

Authorized Signature

Above payment(s) are received subject to all the conditions stipulated at the back hereof.

480 Bklts (50x4) 400001D-424000D

BIR Authority to Print No.: 8AU0000240848
Date Issued: 10/14/2013 Valid until: 10/13/2018
DEEMEEDEE Commercial Printers
28 Leland Drive, Balon-Bato, Balintawak, Quezon City
TIN: 103-965-140-000

Printer's Accreditation No. PROVAN004105
Date Issued: 06-19-13

THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE(5) YEARS FROM THE DATE OF ATP

Approved P.S.S.

DEPARTMENT OF FOREIGN AFFAIRS
BIDS AND AWARDS COMMITTEE
RECEIVED
APR 30 2014
SUBMISSION OF BIDS
BY: TIME: 1630H

STRONGHOLD
INSURANCE COMPANY, INCORPORATED

PERFORMANCE BOND

SIGNO - G(0)0G3155
G(13)-A001-1L3746

KNOW ALL MEN BY THESE PRESENTS

[illegible] POWER HOUSE PEST CONTROL SERVICES [illegible] and STRONGHOLD INSURANCE CO., INC. [illegible] a corporation duly organized and [illegible] under the laws of the Philippines, [illegible] and firmly bound unto the DEPARTMENT OF FOREIGN AFFAIRS OFFICE OF THE UNDERSECRETARY FOR ADMINISTRATION [illegible] in the sum of PESOS: Two Hundred Sixty-Three Thousand Three Hundred Ten & 00/100 (PHP 263,310.00) [illegible] for the payment of which [illegible] we bind ourselves [illegible]

WHEREAS, the CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

[illegible]

NOW, THEREFORE, if the said principal [illegible] shall pay unto the said obligee the sum of PESOS: Two Hundred Sixty-Three Thousand Three Hundred Ten & 00/100 (PHP 263,310.00) [illegible] then this obligation shall be null and void; otherwise it shall remain in full force and effect.

[illegible] contract requires the said principal to give a good and sufficient performance bond [illegible] as part of said contract.

THEREFORE, if the principal shall perform [illegible] then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of the surety under this bond shall expire on April 29, 2016 [illegible] unless sooner discharged or terminated.

IN WITNESS WHEREOF, [illegible] MAKATI CITY this 29th day of April 2014.

POWER HOUSE PEST CONTROL SERVICES

ANNA MARIE M. ESCOBER
General Manager Owner
(Principal)

STRONGHOLD INSURANCE CO., INC.
(Surety)
[illegible]
[illegible]
Attorney-in-Fact

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

Republic of the Philippines)
[illegible]) S.S.

[illegible] Philippines, [illegible] day of [illegible] 2013, personally appeared before me

NAME	Residence Cert. No.	ISSUED
[illegible]	[illegible]	[illegible]

[illegible] ALBERT NOEL M. AGANA [illegible] Tax Cert. No. [illegible] [illegible] for and on behalf of STRONGHOLD INSURANCE CO., INC. [illegible] Tax Cert. No. [illegible] [illegible] and who [illegible] the foregoing instrument and [illegible] the same is their free and voluntary act and deed.

WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and date [illegible]

Doc. No. [illegible]
Page No. [illegible]
Book No. [illegible]
Series of 2014

RODOLFO E. MENDOZA
Notary Public City of Makati
Until December 31, 2014
PTR No. 4225522/Makati/01-02-14
Roll No. 24288
TIN -127-489-459

Republic of the Philippines)
Makati City) S.S.

ALBERT NOEL M. AGANA of STRONGHOLD INSURANCE CO., INC. being duly sworn [illegible] states and assures that the STRONGHOLD INSURANCE CO., INC. [illegible] entering into and by virtue of the [illegible] principal office at Makati City, [illegible] duly authorized to execute the [illegible] in the amount specified in the foregoing undertaking in the TWO HUNDRED SIXTY THREE THOUSAND THREE HUNDRED TEN & 00/100 Pesos (PHP 263,310.00) [illegible] and severally with the principal debtor and guarantors hereinabove, jointly and severally, [illegible] from execution.

STRONGHOLD INSURANCE CO., INC.

By: [illegible]
[illegible]

Subscribed and sworn to before me this [illegible] day of [illegible] 2013 [illegible]

Doc. No. [illegible]
Page No. [illegible]
Book No. [illegible]
Series of 2013

RODOLFO E. MENDOZA
Notary Public City of Makati
Until December 31, 2014
PTR No. 4225522/Makati/01-02-14

Blg. 2013/57-R
(No.) 2013/57-R

Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
KOMISYON NG SEGURO
INSURANCE COMMISSION

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang **STRONGHOLD INSURANCE COMPANY, INC.**
(This is to certify that

NG LUNGSOD NG MAKATI, PILIPINAS

na isang pang **DI-BUHAY**
a *NON-LIFE*
(FIRE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
*this **CERTIFICATE OF AUTHORITY** to transact*

uri ng seguro na itinakda sa itaas hanggang ikalabindalawa ng hatinggabi, ng ikatatlumpung
the class of insurance business above set forth until twelve o'clock midnight, on the thirtieth

araw ng Hunyo, taong dalawampung libo't labing-apat
day of June, year 2014

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.)

Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan
(In WITNESS WHEREOF, I have hereunto subscribed my name

at ikinintal ang Opisyal na Tatak ng aking Tanggapan
and caused my Official Seal to be affixed,

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This becomes

simula ika-isa ng Hulyo 2013.
effective on 1 July 2013.)

EMMANUEL F. DOOC
Insurance Commissioner

*AO No. 344 issued on February 22, 1961

Date Issued: 07 01 13

CERTIFIED TRUE COPY
STRONGHOLD INSURANCE CO., INC.
BY:
RONALD C. LADION
Bonds Manager

LAND BANK OF THE PHILIPPINES

ELECTRONIC TAX PAYMENT SYSTEM

CONFIRMATION RECEIPT

Your account has been successfully debited with details as follows:

Transaction Date & Time	Apr 30, 2014 01:30 PM
TIN	000602270000
Taxpayer's Name	STRONGHOLD INSURANCE COMPANY INC
Account Number	1792100240
Reference Number	141400008910726
Transaction Number	146823689
Amount Paid	197.00
Confirmation Number	00043020141330144770

To view your payments, click here

[Help]

Important !

- An email advice has been sent to the authorizers regarding this transaction.
- This will serve as your official receipt.
- Print this confirmation advice for your record.
- For security reasons, do not forget to close this window.

Print this receipt | Close Window

efps e-Filing and Payment System

Bureau of Internal Revenue
Republic of the Philippines

BIR eFPS has received the payment confirmation for your tax return from LBP.

TIN	000 - 602 - 270 - 000
Taxpayer's Name	STRONGHOLD INSURANCE COMPANY, INC.
Tax Type	DS
Return Period	04/30/2014
Transacting Bank	LBP (086000)
Reference Number	141400008910726
Payment Transaction Number	146823689
Payment Transaction Date	04/30/2014
Actual Amount Paid	197.00
LBP's Confirmation Number	00043020141330144770

Please refer to the Tax Return Inquiry facility to check the status of your payment.

[eFPS Main | BIR Main | Help | Print]

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF INTERNAL REVENUE

FILING REFERENCE NO.

TIN	: 000-602-270-000
Name	: STRONGHOLD INSURANCE COMPANY, INC.
RDO	: 125
Form Type	: 2000
Reference No.	: 141400008910726
Amount Payable (Over Remittance)	: 197.00
Accounting Type	: C - Calendar
For Tax Period	: 04/30/2014
Date Filed	: 04/30/2014
Tax Type	: DS

Proceed to Payment

[BIR Main | eFPS Login | User Menu | Help]

00 ||

Guidelines and Instructions | Help

PSIC: 6703

Republika ng Pilipinas
Kagawaran ng
Pananalapi
Kawanihan ng Rentas
Internas

DocumentaryStamp Tax Declaration/Return

BIR Form No.
2000
September 2003
(ENCS)

1 Date of Transaction/Purchase (MM/DD/YYYY): 04 - April | 30 | 2014

2 Amended Return? ○ Yes ◉ No

3 No. of Sheets Attached: 0

4 ATC: DS111

Background Information

Part I

5 TIN: 000 | 602 | 270 | 000

6 RDO Code: 125

7 Line of Business/ Occupation: NON-LIFE INSURANCE

8 Taxpayer's Name (For Individual) Last Name, First Name, Middle Name/(For Non-individuals) Registered Name: STRONGHOLD INSURANCE COMPANY, INC

9 Telephone No.: 8911223

10 Registered Address: 17/F SECURITY BANK CENTRE 6776 AYALA AVE MAKATI CITY

11 Zip Code: 1226

Details of Transactions

Part II

◉ **Section A** (For constructive affixture of documentary stamps)
12 Details of Documentary Stamps Purchased/Paid

Nature of Transaction/Particulars	Tax Base	Tax Rate	Tax Due
12A FIDELITY BONDS AND OTHER IN	12B 1,574.33	12C P0.5 / P4.0	12D 197.00

Parties to the Transaction

one party	the other party
12E EDST	12F EDST
(Creditor/Mortgagor/etc.)	(Debtor/Mortgagee/etc.)
12G 000000000000	12H 000000000000
Taxpayer Identification Number	Taxpayer Identification Number

○ **Section B** (For a metering machine user)*

13 Computation of Documentary Stamps Inventory Before this Purchase as well as of Consumption Since Last Purchase Date

Last Purchase Date (mm/dd/yyyy)	Last Purchase Amount	Beginning Balance	Less: Consumed	Balance Before this Purchase
13A	13B 0.00	13C 0.00	13D 0.00	13E 0.00

Metering Machine Information Machine Brand	Serial Number	BIR Permit Number	Account Number

00 ||

13G | 13H | 13I |

Computation of Tax

Due/Amount Purchased/Amount Remitted	15	197.00
Tax Paid in Declaration/Return Previously Filed, if this is an nded Declaration/Return	16	0.00
ax Still Due/(Overpayment)	17	197.00

18 Add: Penalties

Surcharge	Interest	Compromise	
18A 0.00	18B 0.00	18C 0.00	18D 0.00

19 Total Amount Payable/(Overpayment) (Sum of Items 17 and 18D) 19 197.00

Schedule 1 Details of Transactions

Details of Documentary Stamp Tax Consumptions for Replenishment

Inclusive Dates of Transaction (A) From	(B) To	ATC	Tax Base	Tax Rate	Tax Due
					0.00

(Please click on the ATC link to populate/remove the fields.)

Add Attachment

Remove Attachment

Print | Validate | Edit | Submit

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