



Civil Service Commission Regional Office VI

## NOTICE OF AWARD

January 6, 2022

**THE MANAGER**  
TECHNOLOGIST PEST CONTROL  
M. H. Del Pilar St., Iloilo City

Dear **Sir/Madam**:

We are happy to notify you that the **PROVISION OF TERMITE CONTROL FOR CSC REGIONAL AND FIELD OFFICES FOR CY 2022** is hereby awarded to you as the Bidder with the Lowest Calculated and Responsive Quotation in the amount of **One Hundred Nineteen Thousand Five Hundred Pesos (Php119,500.00)**.

You are therefore required, within one (1) day from receipt of this Notice of Award, to formally enter into contract with us. Failure to enter into the said contract shall constitute a sufficient ground for cancellation of this award.

Very truly yours,

**NELSON G. SARMIENTO**  
Director IV

Conforme:

Signature over Printed Name of Bidder/ Representative

**TECHNOLOGIST PEST CONTROL**  
Name of Bidder

**JAN 21 2022**  
Date

Bawat Kawani, Lingkod Bayani

# CONTRACT OF SERVICE

## KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** entered and executed by and between:

**CIVIL SERVICE COMMISSION REGIONAL OFFICE VI**, a Government Institution, duly organized and existing under the laws of the Republic of the Philippines, with postal address at No. 7, Oñate Street, Mandurriao, Iloilo City, represented in this act by its Regional Director, **NELSON G. SARMIENTO**, duly authorized for the purpose, hereinafter referred to as the "**ENTITY**", for brevity;

-and-

**TECHNOLOGIST PEST CONTROL**, a domestic corporation organized and existing under the laws of the Philippines, duly licensed as a business enterprise with office address at M.H. Del Pilar St., Iloilo City, represented in this act by its Manager, \_\_\_\_\_, hereinafter referred to as the "**SERVICE PROVIDER**", for brevity.

## WITNESSETH:

**WHEREAS**, the **ENTITY** needs the services of a qualified **SERVICE PROVIDER** for termite control services for a period of twelve months;

**WHEREAS**, the **ENTITY** has certified that funds have been duly appropriated for the purpose of this Contract and that the amount necessary to cover the contract for the current fiscal year is available for expenditure;

**WHEREAS**, a canvass was made for termite control as required by Republic Act No. 9184 and its Implementing Rules and Regulations;

**WHEREAS**, the **SERVICE PROVIDER** was determined/declared eligible with the Lowest Calculated Responsive Price Quotation of **ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED PESOS (PhP119,500.00)**;

**WHEREAS**, the **ENTITY** Bids and Awards Committee, after careful evaluation of the offer, recommend the award of the abovementioned services to the **SERVICE PROVIDER**;

**WHEREAS**, the **SERVICE PROVIDER** is ready and willing to provide the **ENTITY** a termite control services in the previously mentioned address and shall commence upon signing of contract until **December 31, 2022** or until a new contract will be executed per GPPB Resolution No. 23-2007 dated September 28, 2007 "Approving and Adopting the Revised Guidelines on the Extension of Contracts for General Support Services" subject to the agreement of both parties;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants and stipulations, the parties hereto agree as follows:

## ARTICLE I

### OBJECTIVE OF THE CONTRACT

This is a Contract for Termite Control services whereby the **SERVICE PROVIDER** shall provide the **ENTITY** with the needed services.

## ARTICLE II

### SCOPE OF WORK

The **SERVICE PROVIDER** shall faithfully and efficiently perform all the duties relevant to the contract for Termite Control services which shall include supervising and monitoring the performance of its employee assigned to the **ENTITY**, to wit:

#### LOCATION/AREA:

1. Civil Service Commission Regional Office No. 6, Onate De Leon Street, Iloilo City with lot area of 1780 SQ meters more or less;
2. Civil Service Field Office Fort San Pedro, Iloilo City with a Two Storey building and Records Room with lot area of 500 SQ meters more or less;
3. Civil Service Field Office Antique, Sialo, Antique with a Two Storey concrete Building with lot area of 220 SQ meters more or less;
4. Civil Service Field Office, Negros Occidental, Bgry 39, Bacolod City with a two storey concrete building and lot area of 500 SQ meters more or less;and
5. Civil Service Field Office, Jordan, Guimaras, with a two storey concrete building and lot area of 500 SQ meters more or less

#### SCOPE OF WORK:

1. Treat visible signs of termite infestation by dusting, chemical injection or residual spraying;
2. Performs soil injection, trenching or drilling on strategic area of the structure with liquid termiticide to form barrier around the structure and prevent future termite attacks coming from outside source;
3. A Specific dilution of the termiticides will be prepared. The volume of the chemical moisture will depend on the area to be sprayed, Rate of application will be as per manufacturer standard/recommendations;
4. During the term of the contract a quarterly report will be submitted for the period of one year. The reports should indicate the findings and recommendation for the structure contracted;
5. Termiticides to be used shall be in accordance with the Philippine standard specified by Fertilizer and Pest Authority;
6. Destruction of mounds and other form of colony habitation found with in pertinent area and its immediate surroundings. Accomplished by injection or spaying of termiticide within the mound, digging up and labelling of the surface; and

7. **WARRANTY:** (One year with quarterly Check) Warranty against re-infestation shall be free of charge during the warranty period which shall start immediately after the treatment.


### ARTICLE III

#### OTHER TERMS AND CONDITIONS

1. Free service call and with response time of one (1) day;
2. Liquidated damages shall be at least 1/10 of 10% for everyday cost of delay;
3. That the partial payment may be allowed base on the actual accomplishment duly accepted and evaluated by CSC RO VI; and
4. That the government shall not liable for any obligation causing out of injury, sickness, disability or death by the laborer employed by the contractor.


### ARTICLE IV

#### DURATION OF THE CONTRACT

 This Contract shall commence upon signing of contract until December 31, 2022. Failure of the **AGENCY** to perform the service as required herein, to the **ENTITY's** satisfaction, or any violation of the terms and conditions of this Contract, shall entitle the **ENTITY** the right to terminate this Contract.

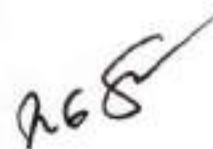

### ARTICLE V

#### CONSIDERATION

 For and inconsideration of the service to be rendered by the **SERVICE PROVIDER** under this Contract, the **ENTITY** hereby agrees to pay the **SERVICE PROVIDER** the agreed amount of **ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED PESOS (PHP 119,500.00)** upon signing of contract until December 31, 2022 or until it is rescinded/extended per GPPB Res. 23-2007 dated September 28, 2007;

### ARTICLE VI

#### MANNER OF PAYMENT/BILLING

- 
1. Payment upon completion of the termite control base on the schedule to be provided by **ENTITY**;
  2. In case of failure to make the full delivery within the specific period herein stated, a penalty of one-tenth ( $1/10$ ) of one (1) percent of every day delay shall be imposed.
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## ARTICLE VII

### OBLIGATIONS OF THE SERVICE PROVIDER

The **SERVICE PROVIDER** shall:

1. Submit Billing/Service invoice to **ENTITY**; and
2. Submit Service accomplishment report diagnosis and recommendation on a per quarter basis to **ENTITY**.

## ARTICLE VIII

### TERMINATION OF THE CONTRACT

This Contract may be terminated due to any of the following grounds:

1. Violation by either party of any of the foregoing terms and conditions, at which instance, the other party may terminate this Contract;
2. The party desiring termination of this Contract shall give at least thirty (30) days prior written notice to the other party. Termination shall be effected immediately after the parties have agreed on the settlement of any obligations one may have with the other. However, in case of violation of any terms and conditions herein set forth, the termination is without prejudice to the liability of either party for damages under this Contract. Provided, that failure on the part of either party to enforce any of the provisions of this contract shall not be considered as a waiver of its right.

## ARTICLE IX

### VENUE OF COURT CASES

1. All actions and controversies that may arise from this Contract involving but not limited to, demands for specific performance of the obligations as specified in this Contract and enforcement of the terms and conditions as well as the interpretation of any provisions or clause herein stipulated may be brought by either party before the proper court in Iloilo City, the **Parties** hereby expressly waive any other venue;
2. Failure of the **ENTITY** to pay the **SERVICE PROVIDER** for the services rendered for the duration of the contract without valid reason, shall be sufficient cause for the **SERVICE PROVIDER** to terminate its services immediately, provided, the **SERVICE PROVIDER** will give the **ENTITY** thirty (30) days prior notice of the termination. If legal action is instituted to collect payment from the **ENTITY**, and additional ten (10) percent of the unpaid account claimed shall be due and demandable as Attorney's fees by the **SERVICE PROVIDER**.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

1. The **SERVICE PROVIDER** shall assign an employee who has passed the standards set by the **ENTITY**. For this purpose, the **SERVICE PROVIDER**

may recommend the employee to be assigned by them subject to concurrence or approval by the **ENTITY**;

2. **SERVICE PROVIDER** agrees that the name, trademark and/or logo of **ENTITY** shall not be used by **SERVICE PROVIDER** or employee, in any sales or marketing publication or advertisement or in any other manner whatsoever without prior written consent of **ENTITY** in writing;
3. It is expressly understood and agreed that the employee assigned by the **SERVICE PROVIDER** to the **ENTITY** is, for all legal intents and purposes, the employee of the **AGENCY** and not the **ENTITY**, hence the **ENTITY** does not maintain any employee-employer relationship with said employee of the **SERVICE PROVIDER**. However, the **SERVICE PROVIDER** employee assigned to the **ENTITY** shall be subject to the latter's existing office rules, regulations and decorum. Accordingly, the **SERVICE PROVIDER** binds itself to save and hold harmless the **ENTITY** or any of its officials, employee and/or agents from any responsibility caused during the lawful performance of their duties within the premises of the **ENTITY**;

The **SERVICE PROVIDER** shall at all times stand fully and solely liable for the enforcement and/or compliance with all labor and social legislations as well as other pertinent laws and/or decrees and those that may be enacted thereafter;

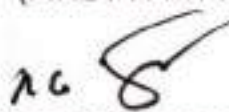
4. The **SERVICE PROVIDER** shall be liable for all the losses and damages which may be caused through the fault or negligence of the employee assigned to the **ENTITY**, or the property and facilities of the **ENTITY**, provided that the **ENTITY** shall bring to the attention of the **SERVICE PROVIDER** such damages or losses within five (5) days from discovery or such losses or damages;
5. Any stoppage of work caused by the employee of the **SERVICE PROVIDER** for any reason whatsoever except due to fortuitous event or beyond human control, shall be the responsibility of the **SERVICE PROVIDER** and it shall be liable for any damages caused to the **ENTITY** by such work stoppage;
6. Should the **ENTITY** find the **SERVICE PROVIDER's** assigned employee undesirable or with unsatisfactory performance, the **SERVICE PROVIDER** shall, upon written request of the **ENTITY**, immediately replace the employee concerned with one acceptable to the **ENTITY**. Moreover, if said employee perform any act which may be prejudicial to the interest of the **ENTITY** or the said employee be found incompetent or negligent in the performance of his functions, the **SERVICE PROVIDER** shall immediately replace him at the request of the **ENTITY**;
7. The **ENTITY** shall conduct a monthly performance-based evaluation to monitor the performance of the employee deployed by the **SERVICE PROVIDER** within the premises of the **ENTITY** and decide not only on any and all questions which may arise as to the quality and acceptability of the service rendered, but also on the capability, competence and readiness of the employee to perform their duties;
8. Provided however, that the undue refusal of the **SERVICE PROVIDER** to discharge the employee concerned shall give the **ENTITY** the right either to bar outright said employee from rendering further services or to terminate this Contract;

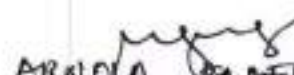
9. The **SERVICE PROVIDER** employee shall submit himself to bodily search by the **ENTITY** security before entering and going out from the building premises;
10. The **SERVICE PROVIDER** shall not assign or subcontract the services or any portion thereof covered by the Contract without the written approval of the **ENTITY**;
11. The **SERVICE PROVIDER** shall not, during the terms of this Contract disclose to any third party any information as to the state of affairs or business of the **ENTITY** which has come to the knowledge of the **SERVICE PROVIDER** by reason of this Contract;
12. The **SERVICE PROVIDER** employee assigned to the **ENTITY** shall not perform duties that are not normally related to the position for which he is hired, other than those agreed upon between the parties;
13. The **SERVICE PROVIDER** warrants that none of its official or representative has given or promised to give any money or gift to any official or employee of the **ENTITY** to influence the decision regarding the awarding of this Contract, nor did it exert or utilize any unlawful influence to solicit or to secure this Contract through an agreement to pay a commission, brokerage or contingent fee from the contract price. Anybody caught should be held civilly and/or criminally liable under the Anti-Graft Law or other applicable laws; and
14. That in the case of any violations, stipulations and covenants of this Contract by the **SERVICE PROVIDER**, the **ENTITY** shall automatically rescind and/or terminate the same with notice to the **SERVICE PROVIDER**, and the **ENTITY** shall be entitled to the refund of its payment including liquidated damages as herein stipulated in addition to what may be granted and/or awarded to it in the courts of law, and the right to unilaterally award or negotiate the said services to another **SERVICE PROVIDER**.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signature at Iloilo City, Philippines this \_\_\_\_\_.

CIVIL SERVICE COMMISSION  
REGIONAL OFFICE NO. 6  
(FIRST PARTY)

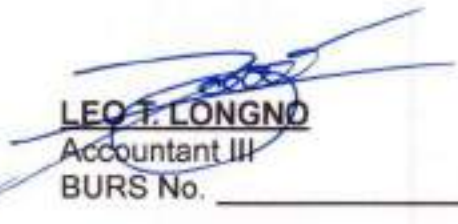
TECHNOLOGIST PEST CONTROL  
Mabini Street, Iloilo City  
(SECOND PARTY)

BY:   
**NELSON G. SARMIENTO**  
CSC ID. No. 203021  
Issued on November 20, 2017

  
**ARNOLD FABELA**  
/ 1/21/22

**Certified Funds Available:**

**WITNESSES:**

  
**LEO T. LONGNO**  
Accountant III  
BURS No. \_\_\_\_\_

  
**ANDRE L. LADIGOHON**  
Chief HR Specialist

  
**SHERA MAE Z. VILLANUEVA**  
Administrative Officer IV

# ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY AND PROVINCE OF ILOILO) S.S.  
X-----X

BEFORE me, a Notary Public, for and in the City and Province of Iloilo, personally appeared this JAN 21 2022 in Iloilo, Philippines, **Director IV NELSON G. SARMIENTO** and \_\_\_\_\_ who have satisfactorily proven to me their identity through their CSC ID No. 203021 issued by Civil Service Commission and \_\_\_\_\_, respectively, that they are the same persons who executed and voluntarily signed the foregoing **CONTRACT FOR TERMITE CONTROL** which they acknowledged before me as their free and voluntary act and deed, that they are acting as the representative/attorney-in-fact of **CIVIL SERVICE COMMISSION REGIONAL OFFICE VI and TECHNOLOGIST PEST CONTROL**, respectively, and that they have the authority to sign in such capacity.

I further certify that the foregoing instrument relates to a "Contract for Termite Control" and consisting of seven (7) pages including this page where the acknowledgment is written and signed on each and every page hereof by the parties and witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this JAN 21 2022 in the City of Iloilo.

No.: 82 ;  
Page No.: 18 ;  
Book No.: IV ;  
Series of 2022

**DENNIS D. JUANON**

NOTARY PUBLIC

UNTIL JUNE 30, 2022 PER SC EN BANC RESOLUTION  
IN B.M. NO. 3795 DATED DECEMBER 1, 2020  
NOTARIAL COMMISSION NO. 114  
2<sup>nd</sup> FLR, A.F. LOPEZ BLDG, IZNART ST, ILOILO CITY-5009  
IBP NO. 167887 / 11-25-2021 / PASIG CITY  
PTR NO. 7640603 / 01-03-2022 / ILOILO CITY  
ROLL NO. 26173-MCLEE NO. VI-0030297





Civil Service Commission Regional Office VI

## NOTICE TO PROCEED

January 6, 2022

**THE MANAGER**  
TECHNOLOGIST PEST CONTROL  
M. H. Del Pilar St., Iloilo City

Dear **Sir/Madam**:

The attached Contract Agreement having been approved, notice is hereby given to **TECHNOLOGIST PEST CONTROL** that work may proceed on the **PROVISION OF TERMITE CONTROL FOR CSC REGIONAL AND FIELD OFFICES FOR CY 2022** one (1) day after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the CSC RO VI.

Very truly yours,

**NELSON G. SARMIENTO**  
Director IV

ACKNOWLEDGEMENT and ACCEPTANCE:

Signature over Printed Name of Bidder/ Representative

**JAN 21 2022**

Date

Bawat Kawani, Lingkod Bayani