


CONTRACT NO. LOG MSSP 2025-04-027-MGF

**GENERAL PEST CONTROL SERVICES AT NPC HEAD OFFICE
AND NPC RTC MINUYAN
HO-TFM25-008/SVP250225-KB00049**

MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY:

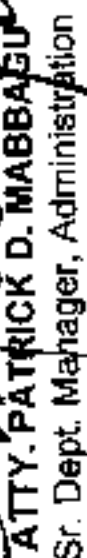

MARLON R. DIDAL
General Manager

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:


CRISANTO V. HILARIO
Vice President, Administration and Finance


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


(CONTRACTOR)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at at Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Administration and Finance, **CRISANTO V. HILARIO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

MAC J PEST CONTROL SERVICES, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 30 Sto. Tomas St., Brgy. Don Manuel, Quezon City, herein represented by its General Manager, **MR. MARLON R. DIDAL**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 21 February 2025 NPC posted the Request for Quotation for Small Value Procurement for the General Pest Control Services at NPC Head Office and NPC RTC Minuyan;

WHEREAS, only one (1) prospective bidder submitted bid quotation on the scheduled bid opening on 25 February 2025;

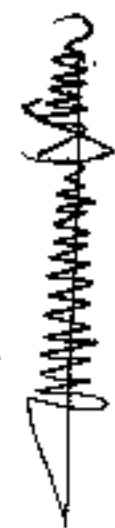
WHEREAS, CONTRACTOR's quotation was considered as the single calculated and responsive quotation;

WHEREAS, NPC accepted the said quotation of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

Contract between NPC and Mac J Pest Control Services
General Pest Control Services at NPC Head Office and NPC RTC Minuyan
Contract No. LOG MSSP 2025-04-027-MGF

MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY: 

MARLON R. DIDAL
General Manager

SIGNED IN THE PRESENCE OF:



(CONTRACTOR)



ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 

CRISANTO V. HILARIO
Vice President, Administration and Finance

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Terms of Reference for the General Pest Control Services at NPC Head Office and NPC RTC Minuyan, HO-TFM25-008 / SVP250225-KB00049;
2. Result of Bid Opening and Post Qualification Report dated 07 March 2025;
3. CONTRACTOR's bid proposal dated 25 February 2025;
4. Notice of Award dated 30 April 2025;
5. Notice to Proceed; and
6. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II SCOPE OF WORK

- a. General Pest Control Services and locations to be treated/serviced are:

1. NPC Head Office, Diliman, Quezon City

- a. NPC Main Building
- b. Storage Building
- c. Motorpool
- d. Power House
- e. Carpentry Shop
- f. Day Care Center
- g. Covered Walk
- h. COA Office
- i. Driver's Quarter
- j. Landscaper Office/Barracks
- k. Chapel
- l. Cabaña
- m. Platinum Hall

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AFG-LOG-007.F01
Rev. No. 0
Sheet 2 of 11

MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY: 

MARLON R. DIDAL
General Manager

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY: 

CRISANTO V. HILARIO
Vice President, Administration and Finance

ATTY. PATRICK M. MABAGU
Sr. Dept. Manager, Administration
(NPC)

(CONTRACTOR)



- n. Telecoms Stockroom
- o. NPC Perimeter/Street Manholes
- p. WIADD Stockroom
- q. Hazardous waste Storage
- r. Gasoline Station
- s. Security Quarter Site/Building
- t. Tennis Court

2. NPC Records and Training Center, Minuyan, SJDM, Bulacan

- a. NPC Records and Training Center
- b. Perimeter Area/Street Manholes
- b. The chemicals shall be delivered and deposited to TFMD Representative for approval and used at the time of application of treatments. The required expiration of chemicals shall be a minimum of one (1) year from the date of delivery for General Pest Control Services.
- c. Weekly or 4x/month spraying/application and treatment of approved chemicals/solutions in the extermination of disease-transmitting, destructive crawling and flying insects at NPC Head Office and Records/Training Center, Minuyan, SJDM, Bulacan.
- d. Quarterly thermal fogging/misting and treatment against structural pests (Termites and Woodborers) by spraying/dusting using approved chemicals at NPC Head Office and Records/Training Center, Minuyan, SJDM, Bulacan.
- e. Prior to fumigation/thermal fogging/misting, the CONTRACTOR should submit to TFMD-GSD, approved permit (if necessary) obtained from the Bureau of Fire Protection (BFP).
- f. The chemicals to be used for the services shall have passed and registered with the Food and Drugs Administration (FDA) or National Committee on Urban Pest Control (NCUPC).
- g. Free Services "On Call Basis" in case there are sudden infestations in between schedules at no cost to NPC as warrant for its product and services.
- h. CONTRACTOR shall strictly observe Safety and Security standards/precautions re-inspect serviced area and with proper coordination with TFMD authorized representative.
- i. CONTRACTOR shall have exterminator License/Certificate to Operate from Fertilizer and Pesticide (FPA).

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ARTICLE III
CONTRACT DURATION AND DELIVERY POINT

CONTRACTOR shall complete all the works specified in Article II within **One (1) Year** reckoned from the receipt of Notice to Proceed.

Items/chemicals shall be delivered at NPC Head Office, Diliman, Quezon City.

ARTICLE IV
PAYMENT

For and in consideration of the WORKS to be undertaken by the CONTRACTOR as specified in Article II hereof, NPC shall pay the CONTRACTOR the total contract amount of and not exceeding **PHILIPPINE PESOS THREE HUNDRED NINETY FIVE THOUSAND SEVENTY FIVE PESOS (PHP 395,075.00) ONLY.**

NPC shall pay the CONTRACTOR within **thirty (30) days** upon completion of services from receipt of the complete supporting documents as required by NPC.

Item	DESCRIPTION	TOTAL PRICE (PhP)
1.	General Pest Control Services at NPC HO CY 2025	100,000.00
2.	Year 2 General Pest Control Services at NPC HO CY 2026	100,000.00
3.	General Pest Control Services at NPC RTC Minuyan CY 2025	97,537.50
4.	Year 2 General Pest Control Services at NPC RTC Minuyan CY 2026	97,537.50
	GRAND TOTAL (Php)	395,075.00

CONTRACTOR to comply with BIR Revenue Regulation No. 17-2024 dated September 17, 2024.

MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY: 

MARLON R. DIDAL
General Manager


SIGNED IN THE PRESENCE OF:

BY: 

MARLON R. DIDAL
(CONTRACTOR)

ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 

CRISANTO V. HILARIO
Vice President, Administration and Finance

ARTICLE V PERFORMANCE SECURITY

To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post a Performance Security which shall remain valid and effective during the contract duration.

- Cash, Cashier's/Manager's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank; or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank which shall be Five Percent (5%) of the total Contract Price.
- Surety Bond callable upon demand and penal in nature issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total Contract Price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligation under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

ARTICLE VI WARRANTY

The CONTRACTOR shall provide three (3) months warranty for supplies and labor, after final acceptance of the end-user.

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MAC J PEST CONTROL SERVICES
(CONTRACTOR)



MARLON R. DIDAL
General Manager

BY:

ARTICLE VII LIQUIDATED DAMAGES

Should CONTRACTOR fails to satisfactorily complete the WORK within the specified contract time, plus any time of extension duly granted and is hereby in default under this Contract, the CONTRACTOR shall pay NPC for liquidated damages, and not by way of penalty, an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the undelivered/unperformed portion of the items/works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the procuring entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies open to it (Section 68 of the Revised IRR of RA 9184).

ARTICLE VIII NON-ASSIGNMENT AND NO SUB-CONTRACTING

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-CONTRACTOR shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-CONTRACTOR of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-CONTRACTOR shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-CONTRACTOR, or because of the late submission of its approval.

ARTICLE IX AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


CRISANTO V. HILARIO
Vice President, Administration and Finance

BY:

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(CONTRACTOR)

BY: 
MARLON R. DIDAL
General Manager

ARTICLE X SUSPENSION OF WORK

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

ARTICLE XI PRE-TERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the CONTRACTOR gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.


ARTICLE XII WARRANTY CLAUSE

CONTRACTOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer or NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project

SIGNED IN THE PRESENCE OF:

BY: 
ATTY. A. TRICK D. MABEAGU
Sr. Dept. Manager, Administration
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
CRISANTO V. HILARIO
Vice President, Administration and Finance

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MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY: 

MARLON R. DIDAL
General Manager

execution; and that if any commission is being paid to a private person, it shall disclose the name of the said person and the amount being paid; and that any violation of this Warranty shall constitute a sufficient ground for the rescission or cancellation of this Contract or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

ARTICLE XIII JOINT AND SEVERAL LIABILITY

The liability of the CONTRACTOR and/or any and all of the entities representing it on any manner under this Contract or relating thereto is joint and several, and for this reason NPC may proceed against any or all of them.

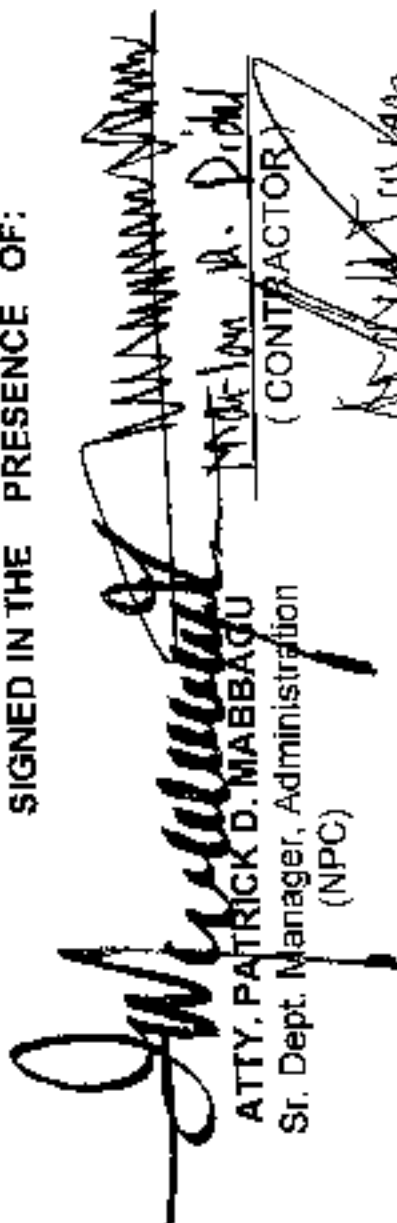
ARTICLE XIV VALIDITY CLAUSE

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XV VENUE OF ACTION

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines only.

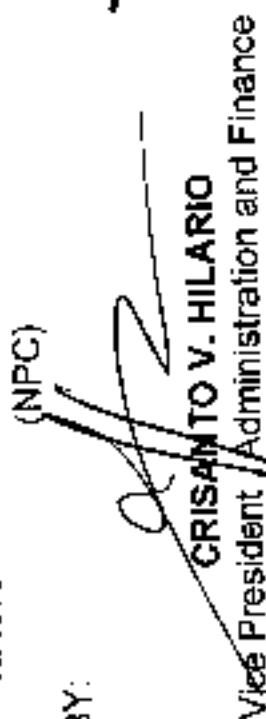
SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Dept. Manager, Administration
(NPC)


MARLON R. DIDAL
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President, Administration and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

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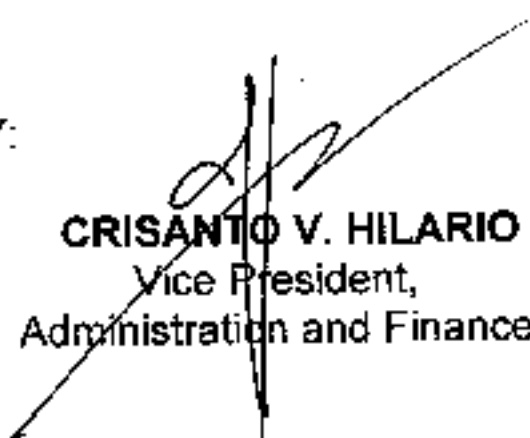
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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 25th day of May, 2025 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION
(NPC)**

**MAC J PEST CONTROL
SERVICES
(CONTRACTOR)**


BY:


CRISANTO V. HILARIO
Vice President,
Administration and Finance

BY:


MARLON R. DIDAL
General Manager


SIGNED IN THE PRESENCE OF:


ATTY. PATRICK D. MABBAGU
Sr. Department Manager, Administration
(NPC)


Marlon R. Didal
(CONTRACTOR)


Arnel Tayon

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Senior Department Manager, Finance

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CERTIFIED FUNDS AVAILABLE	
DATE	2025
FOR ORDER	M. Didal
FOR CENTER	2602010
AMOUNT	₱ 129,636.00

fy 2026
044-FPD-26-05-5967
2602010
₱ 205,439.00

Contract between NPC and Mac J Pest Control Services
General Pest Control Services at NPC Head Office and NPC RTC Minuyan
Contract No. LOG MSSP 2025-04-027-MGF

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
MAY 23, 2025 day of _____, 2025, personally appeared **CRISANTO V.
HILARIO**, Vice President, Administration and Finance, **NATIONAL POWER
CORPORATION**, with Document Identification in the form of Company ID No.
APW1302428, known to me and to me known to be the same person who
executed the foregoing instrument consisting of eleven (11) pages, including
the pages wherein the acknowledgements are written, all pages signed by
both parties and their instrumental witnesses and he acknowledged before me
that the same is his free and voluntary act and deed and that of the
Corporation he represents.

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

Notary Public
Until December 31, 2025
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 235;
Page No. 48;
Book No. 2;
Series of 2025.


ATTY. LUDY B. ARAGON
Notary Public for Quezon City
Commission No. NP-393 (2024-2025)
Commission Expires on 31 December 2025
Roll No. 84558
IBP No. 500293; 01/06/25; Quezon City
PTR No. 6990482 D; 01/03/25; Quezon City
MCLE No. VIII-0014714; 10/16/24; Quezon City
4th Floor Gabriel Y. Nicon Building Senator Miriam
Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this **19 MAY 2025** of _____, 2025, personally appeared **MARLON R. DIDAL**, General Manager, **MAC J PEST CONTROL SERVICES**, with Identification Document in the form of LTIN, issued by LTO at Manila, on October 22, 2022, known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

ATTY. MA. PERLA P. CABRERA

Notary Public
Notarial Commission No. 12345, Exp. 31, 2025

Adm. Matter No. 12345 (2024-2025), 2025

PTR. No.: 698765, 09/02/2025 - QC

IBP. No.: 483671, 12/10/2024 - QC

Attorney's Roll No. 44573

MCLE IX Compliant as of March 2025
(Awaiting MCLE Certificate)

Doc. No.: 484
Page No.: 978
Book No.: XIV
Series of 2025.

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