


COPY FOR CONTRACTOR

PYROTECH SOLUTION & INTEGRATED SERVICES CORPORATION

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION (NPC)

BY: 
AARON LANCE F. MACARAIG
General Manager


RODRIGO B. NOJADERA
Manager, General Services Department


RODRIGO B. NOJADERA
Manager, General Services Department

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

CONTRACT NO. LOG MSSP 2024-06-080-ALC

DISPOSAL OF HAZARDOUS WASTE MATERIALS WASTE DISPOSAL AT NPC-HEAD OFFICE HO-TFM24-005 / SVP240131-KB00058(SVP6)

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 Gabriel Y. Itchon Building, Sen. Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Administration and Finance Group, **MR. CRISANTO V. HILARIO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

PYROTECH SOLUTION & INTEGRATED SERVICES CORPORATION, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Purok 5 Saimsim, Calamba City, Laguna herein represented by General Manager, **MR. AARON LANCE F. MACARAIG**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, NPC needs a Contract for the Disposal of Hazardous Waste Materials Waste Disposal located at NPC Head Office;

WHEREAS, only one (1) prospective bidder submitted a price proposal during the bid opening conducted on 06 May 2024;

WHEREAS, the Contractor's proposal was considered the single calculated and responsive quotation;

Contract between NPC and Pyrotech Solution & Integrated Services Corporation
Disposal of Hazardous Waste Materials Waste Disposal at NPC HO
Contract No. LOG MSSP 2024-06-080-ALC



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Manager, General Services Department

CRISANTO V. HILARIO
Vice President, Administration and Finance

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:

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 Disposal of Hazardous Waste Materials Waste Disposal at NPC Head Office;
2. Result of Bid Opening and Post-qualification Report dated 17 May 2024;
3. CONTRACTOR's bid proposal dated 03 May 2024;
4. Notice of Award dated 13 June 2024; and
5. Notice to Proceed

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


The project involves one time hauling, transport, treatment and disposal of one (1) lot of hazardous wastes, based on the reported 4th quarter Self Monitoring Report (SMR) CY 2023 of the National Power Corporation Building – Head Office located at Gabriel Y. Itchon Building, Senator Miriam Defensor-Santiago (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, to wit:

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(CONTRACTOR)


RODRIGO B. NOJADERA
Manager, General Services Department


CRISANTO V. HILARIO
Vice President, Administration and Finance

HW No.	HW Class	HW Nature	HW Cataloguing	HW Generated	
				Quantity	Unit
D407	Mercury and Mercury Compounds	Solid	Toxic	0.1673	Tonnes
I104	Oil Contaminated Materials	Liquid	Flammable	0.045	Tonnes
F601	Solvent Based	Liquid	Toxic	0.125	Tonnes
M501	Pathogenic or Infectious wastes	Solid	Toxic	0.1054	Tonnes
M503	Pharmaceuticals and Drugs	Solid	Toxic	0.222	Tonnes

The scope of work is in accordance with the existing Department of Environment and Natural Resources-Environmental Management Bureau, (DENR-EMB) Rules and Regulations on proper hauling, treatment and disposal of hazardous wastes per RA 6969 requirements.


**ARTICLE III
TERMS AND CONDITIONS**

1. The project is limited only to DENR-EMB registered Transporter and Treatment, Storage and Disposal (TSD) Facility Operators.
2. The cost of transport, treatment and disposal is per Liter or kg of generated hazardous waste. The price offer shall be inclusive of VAT, transport cost, treatment and disposal and permit fees at the DENR-EMB, i.e., Permit to Transport (PTT), HW Manifest application and other fees, expenses/charges relative thereto. NPC Building-HO, however, shall extend assistance in the processing of the said permits through online HWMS of the DENR-EMB. Payment shall be based on the actual volume of hazardous wastes transported, treated and disposed of.
3. The transport of the generated hazardous wastes shall be covered by a valid Permit to Transport (PTT) and Hazardous Waste Manifest issued by the DENR-EMB NCR.
4. Mobilization of necessary personnel, equipment and materials required for the project.
5. Label re-packed, re-bagged and re-drummed hazardous wastes and their components, if necessary, prior to loading to the DENR-registered transport vehicle per RA 6969 requirements.

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BY: 
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Vice President, Administration and Finance

- 6. Institution of spill prevention measures during and after loading of the laboratory wastes and expired chemicals/reagents to the DENR-registered transport vehicle.
- 7. Transport the hazardous wastes by DENR-registered Transporter from NPC Building – Head Office @ Gabriel Y. Itchon Building, Senator Miriam Defensor-Santiago Avenue (formerly BIR Road) to the DENR-registered Treatment, Storage and Disposal (TSD) facility.
- 8. Treat and dispose the hazardous wastes in accordance with the DENR approved procedures/treatment method.
- 9. The project is considered completed upon issuance of the CONTRACTOR of the Certificate of Treatment (COT) and a corresponding Certificate of Acceptance will be issued by NPC TFMD for processing of payment.

**ARTICLE IV
CONTRACT DURATION**

The contract duration shall be forty (40) calendar days upon receipt of the Notice to Proceed. Mobilization of the CONTRACTOR'S tools/equipment, accessories and manpower resources required to transport, the hazardous wastes from National Power Corporation Head Office Gabriel Y. Itchon Building designated Hazardous Waste Storage Area and Oil Storage Area upon the issuance of "Permit to Transport and Hazardous Waste Manifest" of the DENR-EMB NCR and treat and dispose to the CONTRACTOR'S TSD facility per DENR approved treatment method

The contract is deemed completed upon the submission of the CONTRACTOR of a "Certificate of Treatment".

**ARTICLE V
WORK SAFETY AND WORKING HOURS**

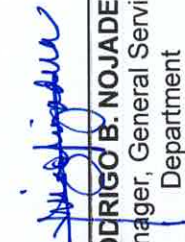
The CONTRACTOR shall strictly observe all safety and security rules and regulations of the NPC Head Office.

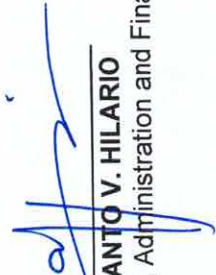
Hauling activities inside the NPC premises shall be allowed only from 8:00 AM to 5:00 PM Monday to Friday.

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RODRIGO B. NOJADERA
(CONTRACTOR)
Manager, General Services Department


RODRIGO B. NOJADERA
Manager, General Services Department

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

**ARTICLE VI
LIABILITIES**

As soon as CONTRACTOR has accepted the Hazardous Wastes for transportation from NPC Head Office premises, NPC shall no longer be liable for claims from the CONTRACTOR or any person's/entities arising from any incident whatsoever, whether the Hazardous Waste is in the custody of the CONTRACTOR, during transport or prior to disposal at the CONTRACTOR's disposal facility, and the CONTRACTOR shall defend/protect NPC in court against any such claims at CONTRACTOR's expenses;

Nevertheless, NPC retains ownership for Hazardous Wastes it has generated until the said Hazardous Wastes has been certified by the CONTRACTOR as finally disposed, with the issuance of "Certificate of Treatment" in accordance with existing DENR Rules and Regulations on proper disposal of toxic and hazardous wastes (RA 6969).

**ARTICLE VII
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 in Philippine Pesos and in accordance with the Contract documents the amount of **FIFTY FIVE THOUSAND ONE HUNDRED SEVENTY THREE PESOS ONLY (P 55,173.00)**.

The CONTRACTOR shall submit to NPC a Billing Statement or Statement of Account based on the actual volume of hazardous waste transported, treated and disposed as stipulated in the Contract together with the Certificate of Treatment duly received by the DENR-EMB NCR.

The schedule of work/milestones are as follows:

ITEM	MILESTONES	COMPLETION TIME
1	Secure of all licenses, permits, necessary for the contract	30 calendar days
2	Mobilization at sites of supplies, materials, manpower and transport of hazardous wastes to the Contractor's TSD facility	3 calendar days
3	Treatment & Disposal	7 calendar days
	Total No. of Days of Completion	40 calendar days

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**ARTICLE VIII
LIQUIDATED DAMAGES**

Should CONTRACTOR 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, NPC 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 unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

BY:


AARON LANCE F. MACARAIG
General Manager


**ARTICLE IX
NON-ASSIGNMENT AND NO SUB-CONTRACT**

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-contract 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.

SIGNED IN THE PRESENCE OF:


(CONTRACTOR)

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.


RODRIGO B. NOJADERA
Manager, General Services Department

**ARTICLE X
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.

NATIONAL POWER CORPORATION (NPC)


BY:


CRISANTO V. HILARIO
Vice President, Administration and Finance

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BY: 
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Vice President, Administration and Finance

**ARTICLE XI
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 XII
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.

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General Manager


(CONTRACTOR)


RODRIGO B. NOJADERA
Manager, General Services Department

BY:

CRISANTO V. HILARIO
Vice President, Administration and Finance

ARTICLE XIII
WARRANTY CLAUSE

The CONTRACTOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and 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 NPC and to the relatives within the third degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project 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 sufficient ground for 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 civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws against the CONTRACTOR and/or its representative and NPC official and employee.

ARTICLE XIV
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 XV
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 XVI
VENUE OF ACTION

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

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Contract No. LOG MSSP 2024-06-080-ALC

AFG-LOG-007.F01
Rev. No. 0
Sheet 8 of 11

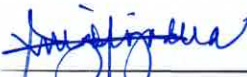
IN WITNESS WHEREOF, the parties hereto have signed this Contract this 16th day of July, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC) **PYROTECH SOLUTION & INTEGRATED SERVICES CORPORATION (CONTRACTOR)**

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


BY: 
AARON LANCE F. MACARAIG
General Manager

SIGNED IN THE PRESENCE OF:


RODRIGO B. NOJADERA
Manager, General Services Dept.
(NPC)


RODRIGO B. NOJADERA
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Dept. Manager, Finance Group

CG)
CERTIFIED FUNDS AVAILABLE
PERIOD: 2024
ORDER NO: 0004430
CENTER: 202010
AMOUNT: ₱ 55,123.40

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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 _____ day of JUL 16 2024, 2024, personally appeared **MR. 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, 2024
IBP Lifetime No.: _____
PTR No.: _____



ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291

IBP No. 307797; 01/31/2023; Tarlac
PTR No. 5661363; 01/12/2024; Quezon City
MCLE No. VII-0016458; 4/27/2022; Pasig City
4th Floor Gabriel Y. Ichon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

Doc. No. JB ;
Page No. 13 ;
Book No. 5 ;
Series of 2024.

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

ACKNOWLEDGEMENT

JUL 05 2024 BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of _____, 2024, personally appeared **MR. AARON LANCE F. MACARAIG**, General Manager, **PYROTECH SOLUTION AND INTEGRATED SERVICES CORPORATION** with Identification Document in the form of Passport, issued by DFA at Batangas, on Sept. 30, 2019, 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 she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

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

Notary Public
Until December 31, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 294
Page No.: 60
Book No.: 32
Series of 2024.

ATTY. BERNARD L. SORIANO
Notary Public
Roll No. 73524 / June 19, 2019
Notarial Com. No. 16-2023-C / Dec. 31, 2024
MCLE Compliance Cert. No. VII-0004655 / Apr. 14, 2025
P.T.R No. 1182813 / Dec. 13, 2022
I.B.P No. 239871 / Nov. 18, 2022
Phone: (049)548-2881 / 0977-386-9405 / 0949-9071595

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