

CONTRACT NO. LOG MSSP 2024-01-006-JPP

**SUPPLY OF LABOR AND MATERIALS FOR GENERAL PEST CONTROL SERVICES AT NPC HEAD OFFICE AND RECORDS/TRAINING CENTER, MINUYAN, SAN JOSE DEL MONTE, BULACAN  
HO-TFM24-003 / SVP231031-DM00359**

MAC J PEST CONTROL SERVICES  
(CONTRACTOR)  
  
MARLON R. DIDAL  
Owner/Sole Proprietor

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, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its OIC, OVP – Admin & Finance, **MS. LORLINA E. BOMEDIANO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

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

**WITNESSETH: That –**

WHEREAS, on 24 October 2023, NPC posted the Request for Quotation for the Small Value Procurement for the Supply of Labor and Materials for General Pest Control Services at Head Office and Records/Training Center, Minuyan, San Jose Del Monte, Bulacan;

WHEREAS, there were four (4) prospective bidders who submitted bid quotation on the scheduled bid opening on 31 October 2023;

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

NATIONAL POWER CORPORATION  
(NPC)  
  
LORLINA E. BOMEDIANO  
OIC, OVP – Admin and Finance

Contract between NPC and MAC J Pest Control Services  
Supply of Labor & Materials for General Pest Control Services at NPC Head Office and Records/  
Training Center, Minuyan, San Jose Del Monte, Bulacan  
Contract No. LOG MSSP 2024-01-006-JPP

SIGNED IN THE PRESENCE OF:

BY:

  
KAREN P. ITCHON  
(CONTRACTOR)

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

BY:

MAC J PEST CONTROL SERVICES  
(CONTRACTOR)

  
MARLON R. DIDAL  
Owner/Sole Proprietor

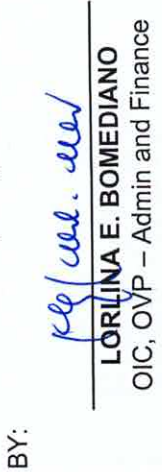
BY:

  
PATRICK D. MABBAGU  
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

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

NATIONAL POWER CORPORATION  
(NPC)

  
LORLINA E. BOMEDIANO  
OIC, OVP - Admin and Finance

BY:

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 Supply of Labor and Materials for the General Pest Control Services at NPC Head Office and Records/Training Center, Minuyan, San Jose Del Monte, Bulacan, HO-TFM24-003/ SVP231031-DM00359;
2. Result of Bid Opening and Post Qualification Report dated 14 December 2023;
3. CONTRACTOR's bid proposal dated 31 October 2023;
4. Notice of Award dated 08 January 2024;
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**

1. The chemicals shall be delivered/deposited and seek the Transportation & Facilities Management Division (TFMD) representative for approval and shall be withdrawn at the time of application for treatments. The required expiration of chemicals shall be a minimum of one (1) year from the date of delivery for General Pest Control Services.
2. Weekly or 4x/month spraying/application and treatment and 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.
3. 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.
4. 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).

MAC J PEST CONTROL SERVICES  
(CONTRACTOR)

  
MARLON R. DIDAL  
Owner/Sole Proprietor

BY:

5. Chemical/s 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).
6. Free services "On Call Basis" in case there are sudden infestations in between schedules at no cost to NPC as warrant for its products and services.
7. CONTRACTOR shall strictly observe Safety and Security standards/precautions re-inspect serviced area and with proper coordination with TFMD authorized representative.

**ARTICLE III  
CONTRACT DURATION**

CONTRACTOR shall complete all the works specified in the terms of reference within **one (1) year** for NPC Head Office and Records/Training Center, Minuyan, SJDM, Bulacan reckoned from the receipt of Notice to Proceed.

**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 in Philippine Pesos and in accordance with the Contract documents the amount of **THREE HUNDRED SIXTEEN THOUSAND ONE HUNDRED FIFTY PESOS ONLY (P 316,150.00)**.

Payment shall be thirty (30) days upon completion of monthly services, submission of certificate of acceptance from the end-user and other pertaining documents.

**ARTICLE V  
GUARANTEE**

The CONTRACTOR shall provide **three (3) months warranty for the expendable supplies** after final acceptance by the end-user of the delivered items.

**ARTICLE VI  
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 the Contract, inclusive of duly granted time extensions if any, NPC shall, without prejudice to its 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.

SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)

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

NATIONAL POWER CORPORATION  
(NPC)

  
LORLINA E. BOMEDIANO  
OIC, OVP - Admin and Finance

BY:

NATIONAL POWER CORPORATION  
(NPC)

*Lorlina E. Bomediano*

LORLINA E. BOMEDIANO  
OIC, OVP – Admin and Finance

BY:

SIGNED IN THE PRESENCE OF:

*Patrick D. Mabbagu*

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

MAC J PEST CONTROL SERVICES  
(CONTRACTOR)

*Marlon R. Didal*

MARLON R. DIDAL  
Owner/Sole Proprietor

BY:

*Marlon R. Didal*  
(CONTRACTOR)

**ARTICLE VII  
WARRANTY CLAUSE**

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 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 3<sup>rd</sup> 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; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute 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 VIII  
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 IX  
GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

**ARTICLE X  
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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 15<sup>th</sup> day of March, 2024 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

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

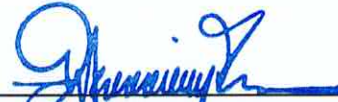
BY:

  
**LORLINA E. BOMEDIANO**  
OIC, OVP, Admin and Finance


BY:

  
**MARLON R. DIDAL**  
Owner/Sole Proprietor

SIGNED IN THE PRESENCE OF:

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

  
**KARLINA SANTO**  
(CONTRACTOR)

FUNDS AVAILABLE  
  
**MARC O. OCAMPO**  
OIC – OM, Controller's Department

CERTIFIED FUNDS AVAILABLE			
NON-OMA (G)			
CC	JOB ORDER	AMOUNT	AREA
2602010	A004409	100,000.00	HEAD OFFICE
2602010	A004396	58,075.00	
2602010	A004400	100,000.00	NPC RECORDS
2602010	A004397	58,075.00	MINUYAN
Total		<u>316,150.00</u>	

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this <sup>MAR 15 2024</sup> day of \_\_\_\_\_, 2024, personally appeared **MS. LORLINA E. BOMEDIANO**, OIC, OVP - Admin and Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300148, known to me and to me known to be the same person who executed the foregoing instrument consisting of seven (7) 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 Corporation 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. 492 ;  
Page No. 100 ;  
Book No. 3 ;  
Series of 2024.

**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-0016459; 4/27/2022; Pasig City  
4th Floor Gabriel Y. Itchon Building  
Senator Defensor-Santiago Avenue (formerly BIR Road)  
Corner Quezon Avenue, Diliman, Quezon City

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S

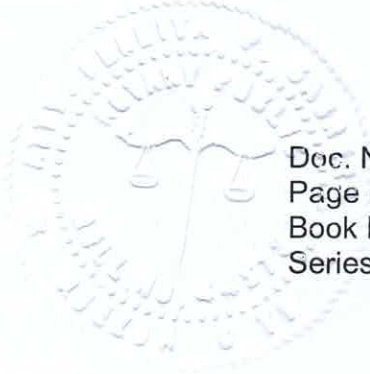
ACKNOWLEDGEMENT

172 MAR 2024  
BEFORE ME, a **QUEZON CITY** Notary Public for and in Quezon City, Philippines, this day of \_\_\_\_\_, 2024, personally appeared **MR. MARLON R. DIDAL**, Owner/Sole Proprietor, **MAC J PEST CONTROL SERVICES** with Identification Document in the form of Driver License No. DT-009087 issued by Land Transportation Office Quezon City, on 10-22-2021, known to me and to me known to be the same person who executed the foregoing instrument consisting of seven (7) 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 Company he represents.

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

**ATTY. MA. PERLITA P. CABRERA**

Notary Public  
Until DEC. 31, 2025  
Until December 31, 2024  
PTR No. 51111111-12/2024-QC  
IBP Lifetime No. 38454, 0102/2024-QC  
PTR No. 1  
Attorney's Roll No. 41573  
MCLE Compliance No. VIII-0002597,  
Valid until 14 APR 2025



Doc. No.: 182  
Page No.: 35  
Book No.: XII  
Series of 2024.