

CONTRACT NO. LOG MSSP 2024-01-008-JBO

SUPPLY OF LABOR AND MATERIALS FOR MASSIVE TERMITE CONTROL AND SOIL TREATMENT AT NPC HEAD OFFICE, NPC RECORDS AND TRAINING CENTER, MINUYAN, BULACAN AND NPC CALIRAYA, LAGUNA
HO-TFM24-004 / SVP231026-DM00355

POWER HOUSE PEST CONTROL SERVICES
(CONTRACTOR)

ANNA MARIE M. ESCOBER
General Manager/Owner

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 -

POWER HOUSE 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 2422 R. Fernandez St., Gagalangin, Tondo, Manila, herein represented by its General Manager/Owner, **MS. ANNA MARIE M. ESCOBER**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 21 October 2023, NPC posted the Request for Quotation for the Small Value Procurement for the Supply of Labor and Materials for Massive Termite Control and Soil Treatment at NPC Head Office, NPC Records and Training Center, Minuyan, Bulacan and NPC Caliraya, Laguna;

WHEREAS, there were four (4) prospective bidders who submitted bid quotation on the scheduled bid opening on 26 October 2023;

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

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Supply of Labor and Materials for Massive Termite Control and Soil Treatment at NPC Head Office, NPC Records and Training Center, Minuyan, Bulacan and NPC Caliraya, Laguna
Contract No. LOG MSSP 2024-01-008-JBO

SIGNED IN THE PRESENCE OF:

BY:

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

(CONTRACTOR)

(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY:

LORLINA E. BOMEDIANO
OIC, OVP – Admin and Finance

POWER HOUSE PEST CONTROL SERVICES
(CONTRACTOR)

ANNA MARIE M. ESCOBER
General Manager/Owner

SIGNED IN THE PRESENCE OF:

BY:

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

NATIONAL POWER CORPORATION
(NPC)

LORLINA E. BOMEDIANO
OIC, OVP – Admin and Finance

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 Massive Termite Control and Soil Treatment at NPC Head Office, NPC Records and Training Center, Minuyan, Bulacan and NPC Caliraya, Laguna, HO-TFM24-004/ SVP231026-DM00355;
2. Result of Bid Opening and Post Qualification Report dated 12 December 2023;
3. CONTRACTOR's bid proposal dated 25 October 2023;
4. Notice of Award dated 10 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. One-time massive treatment services per year of soil treatment of approved chemicals/solutions in the NPC Head Office, NPC Records and Training Center and NPC Guest House Camarin Lake.
2. 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).
3. 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, NPC Records and Training Center, Minuyan, Bulacan and NPC Caliraya, Laguna.

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**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 EIGHTY FOUR THOUSAND SEVEN HUNDRED SEVENTY SEVEN PESOS ONLY (P 384,777.00)**.

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 chemicals** 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.

**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 3rd 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


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POWER HOUSE PEST CONTROL SERVICES
(CONTRACTOR)


ANNA MARIE M. ESCOBER
General Manager/Owner

SIGNED IN THE PRESENCE OF:

BY:


JOHN RAMON C. CRUZ
(CONTRACTOR)


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

NATIONAL POWER CORPORATION
(NPC)


LORLINA E. BOMEDIANO
OIC, SVP - Admin and Finance

BY:

NATIONAL POWER CORPORATION
(NPC)

BY:

[Signature]

LORLINA E. BOMEDIANO
OIC, OVP - Admin and Finance

SIGNED IN THE PRESENCE OF:

[Signature]

ATTY. PAM KICK B. MABBAGU
Sr. Dept. Manager, Administration
(NPC)

BY:

[Signature]
JOHN RANJIF CEARZ
(CONTRACTOR)

POWER HOUSE PEST CONTROL SERVICES
(CONTRACTOR)

[Signature]

ANNA MARIE M. ESCOBER
General Manager/Owner

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.

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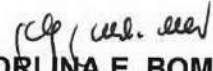
IN WITNESS WHEREOF, the parties hereto have signed this Contract this 20th day of March, 2024 at Quezon City, Philippines.


NATIONAL POWER CORPORATION
(NPC)

POWER HOUSE PEST CONTROL SERVICES
(CONTRACTOR)

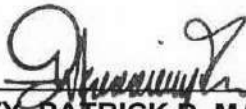
BY:

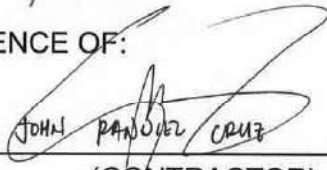
BY:


LORLINA E. BOMEDIANO
OIC, OVP, Admin and Finance


ANNA MARIE M. ESCOBER
General Manager / Owner

SIGNED IN THE PRESENCE OF:


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


JOHN PANOPIEL CRUZ
(CONTRACTOR)

FUNDS AVAILABLE


MARC O. OCAMPO
OIC - OM, Controller's Department
Sri hdi

(6)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	2000402
COST CENTER	2062010
AMOUNT	P 384,739.00

JOB 2000402 P 18,588.55 (Caliraya)
JOB 2000403 P 87,449.32 (HGU)
JOB 2000404 P 110,769.13 (Minuyan)

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

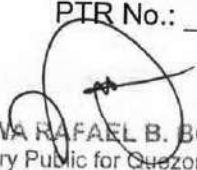
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of MAR 20 2024 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. 352 ;
Page No. 72 ;
Book No. 1 ;
Series of 2024.


ATTY. DIWA RAFAEL B. BONTUYAN
Notary Public for Quezon City
Commission No. NP-401 (2023-2024)
Commission Expires on 31 December 2024
Roll No. 64390
IBP No. 1006807; 02/07/2023; Quezon City
PTR No. 4540603; 04/20/2023; Quezon City
MCLE No. VII-0009839; 02/14/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor RIR Road
Diliman, Quezon City

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 12 MAR 2024, 2024, personally appeared **MS. ANNA MARIE M. ESCOBER**, Owner/Sole Proprietor, **POWER HOUSE PEST CONTROL SERVICES** with Identification Document in the form of UMIP ID 0002-9719268-3, issued by SOCIAL SECURITY SYSTEM at MANILA, on MAY 27, 2019, 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.

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

Doc. No.: 156
Page No.: 72
Book No.: XXXX
Series of 2024.

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila- Until 12-31-2024
Notarial Commission No. 2024-091
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita, Mla.
IBP NO. 393541-01/03/2024 Pasig City
P.T.R. NO. 1535522-Jan 3, 2024 Manila
ROLL NO. 68731 .MCLE COMPLIANCE NO. VII-0011675

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