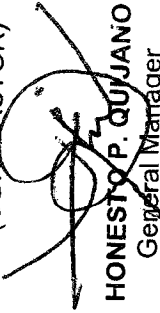


CONTRACT NO. LOG MSSP 2021-05-043-ZCT

MASSIVE TERMITE CONTROL AND GENERAL PEST CONTROL SERVICES AT NPC HEAD OFFICE  
HO-TFM21-017 AND HO-TFM21-022 / SVP210311-NC00072

Q & L PEST CONTROL SERVICES  
(CONTRACTOR)

BY:

  
HONESTO P. QUIJANO  
General Manager

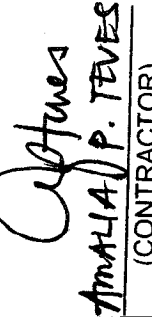
KNOW ALL MEN BY THESE PRESENTS:

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

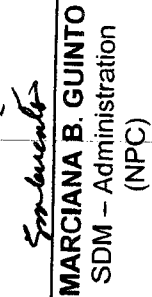
The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President – Admin & Finance, **MR. ALEXANDER P. JAPON**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

PRESENCE OF:

  
AMALIA P. TEVES  
(CONTRACTOR)

SIGNED IN THE

  
MARCIANA B. GUINTO  
SDM – Administration  
(NPC)

**Q & L 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 13D-A Col. Salgado St., West Kamias, Quezon City, herein represented by its General Manager, **MR. HONESTO P. QUIJANO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 06 March 2021, NPC advertised the Invitation to Bid for the Small Value Procurement for the Massive Termite Control & Soil Treatment and General Pest Control Services at NPC Head Office, Diliman, Quezon City;

WHEREAS, there were five (5) prospective bidders who submitted bid quotation on the scheduled bid opening on 11 March 2021; ,

WHEREAS, due to scheduled audit for QMS and no quorum, the bid opening was scheduled on 15 March 2021; ,

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and for and in


NATIONAL POWER CORPORATION  
(NPC)

BY:

  
ALEXANDER P. JAPON  
VP-Admin and Finance

Contract between NPC and Q & L Pest Control Services  
Massive Termite Control and General Pest Control Services at NPC HO, Diliman, Quezon City  
Contract No. LOG MSSP 2021-05-043-ZCT

Q & L PEST CONTROL SERVICES  
(CONTRACTOR)

  
**HONESTO P. QUILJANO**  
General Manager

BY:

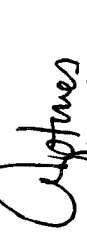
consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

**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 Massive Termite Control and General Pest Control Services at NPC Head Office, Diliman, Quezon City, HO-TFM21-017 and HO-TFM21-022 / SVP210311-NC00072; ,
2. Post Qualification Report dated 06 May 2021; ,
3. Bid Opening Report dated 23 March 2021; ,
4. CONTRACTOR's bid proposal dated 11 March 2021; ,
5. Notice of Award dated 31 May 2021; ,
6. Notice to Proceed

PRESENCE OF:

  
**AMALIA P. TEVES**  
(CONTRACTOR)

SIGNED IN THE

  
**MARCIANA B. GUINTO**  
SDM - Administration  
(NPC)

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 former 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**

**HO-TFM21-017 – Massive Termite Control and Soil Poisoning Treatment at NPC Head Office**

1. The chemicals shall be delivered and deposited to Transportation and Facilities Management Division (TFMD) representative at NPC Head Office, Diliman, Quezon City for approval not later than fifteen (15) calendar days, upon receipt of the Notice to Proceed and shall be withdrawn and used at the time of application for treatments. The required expiration of chemicals shall be minimum of one (1) year from the date of delivery.
2. 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).

NATIONAL POWER CORPORATION  
(NPC)

  
**ALEXANDER P. JAPON**  
VP-Admin and Finance

BY:

Contract between NPC and Q & L Pest Control Services  
Massive Termite Control and General Pest Control Services at NPC HO, Diliman, Quezon City  
Contract No. LOG MSSP 2021-05-043-ZCT

BY:

*[Signature]*  
HONESTO P. QUIJANO  
General Manager

3. 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.
4. CONTRACTOR shall strictly observe Safety and Security standards/precautions re-inspect serviced area and with proper coordination with TFMD authorized representative.

**HO-TFM21-022 – General Pest Control**

PRESENCE OF:

*[Signature]*  
ARMAHA P. TEVES  
(CONTRACTOR)

SIGNED IN THE

*[Signature]*

MARCIANA B. GUINTO  
SDM – Administration  
(NPC)

1. The chemicals shall be delivered and deposited to Transportation and Facilities Management Division (TFMD) representative at NPC Head Office, Diliman, Quezon City for approval and shall be withdrawn and used at the time of application for treatments. The required expiration of chemicals shall be minimum of one (1) year, from the date of delivery.
2. 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.
3. Quarterly thermal fogging/application against structural pest (Termites and Woodborers) by spraying/dusting using approved chemicals at NPC Head Office.
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).
5. The 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.
8. CONTRACTOR shall have exterminator License/Certificate to operate from Fertilizer and Pesticide (FPA)

BY:


*[Signature]*  
ALEXANDER P. JAPON  
VP-Admin and Finance

**ARTICLE III  
CONTRACT DURATION**

CONTRACTOR shall complete all the works specified in the terms of reference within **one (1) month, for PR No. HO-TFM21-017 and twelve (12) months for PR No. HO-TFM21-022**, reckoned from the receipt of Notice to

Contract between NPC and Q & L Pest Control Services  
Massive Termite Control and General Pest Control Services at NPC HO, Diliman, Quezon City  
Contract No. LOG MSSP 2021-05-043-ZCT

Q & L PEST CONTROL SERVICES  
(CONTRACTOR)

BY:   
HONESTO QUIJANO  
General Manager

Proceed.

**ARTICLE IV  
PAYMENT**

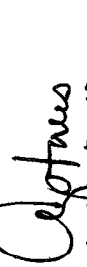
For and in consideration of the WORKS to be undertaken by the CONTRACTOR as specified in Article II hereof, NPC shall pay the CONTRACTOR in Philippine Pesos and in accordance with the Contract documents the amount of **TWO HUNDRED EIGHTY SEVEN THOUSAND PESOS ONLY (P 287,000.00)**. Breakdown are as follows:

PR NO.	DESCRIPTION	TOTAL PRICE (PhP)
HO-TFM21-017	Massive Termite Control and Soil Treatment at NPC Head Office	113,000.00
HO-TFM21-022	General Pest Control services at NPC Head Office	174,000.00
<b>GRAND TOTAL (PhP)</b>		<b>287,000.00</b>


The terms of payment for PR No. HO-TFM21-017 shall be thirty (30) days upon completion of services, acceptance of the end-user and submission of complete documents/attachments.

The terms of payment for PR No. HO-TFM21-022 shall be on a monthly basis in the amount of Fourteen Thousand Five Hundred Pesos (P14,500.00), The CONTRACTOR shall submit the service acknowledgement report at least five (5) days after the scheduled maintenance/service with their Service Invoice attached.

PRESENCE OF:

  
ANALISA P. TEVES  
(CONTRACTOR)

SIGNED IN THE

  
MARCIANA B. GUINTO  
SDM - Administration  
(NPC)

**ARTICLE V  
GUARANTEE**

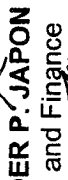
The CONTRACTOR shall provide **three (3) months warranty for the expendable supplies and one (1) year in the case of non-expendable supplies** after final acceptance by the end-user of the delivered items.

**ARTICLE VI  
LIQUIDATED DAMAGES**

Should CONTRACTOR fail 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


NATIONAL POWER CORPORATION  
(NPC)

BY:

  
ALEXANDER P. JAPON  
VP-Admin and Finance

Contract between NPC and Q & L Pest Control Services  
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Q & L PEST CONTROL SERVICES  
(CONTRACTOR)

  
HONESTO P. QUIJANO  
General Manager


BY:

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 he or his 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 he or his 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 him 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 his representative and/or the erring NPC official(s) and employee(s).

PRESENCE OF:

  
AMALIA P. TEVES  
(CONTRACTOR)

SIGNED IN THE

  
MARCIANA B. GUINTO  
SDM - Administration  
(NPC)

**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.

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
ALEXANDER P. JAPON  
VP-Admin and Finance

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Contract No. LOG MSSP 2021-05-043-ZCT

**ARTICLE X**  
**VENUE OF ACTIONS**

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 \_\_\_\_\_ day, JUN 11 2021 2021 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**Q & L PEST CONTROL SERVICES**  
(CONTRACTOR)


BY:

BY:

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance

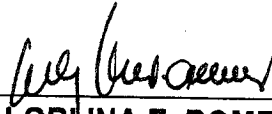
  
**HONESTO P. QUIJANO**  
General Manager

SIGNED IN THE PRESENCE OF:

  
**MARCIANA B. GUINTO**  
Senior Department Manager, Admin  
(NPC)

  
**AMALIA P. TEVES**  
(CONTRACTOR)

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
Senior Department Manager, Finance

NM - onms (m).

2021  
Job Order  
2602010  
P 283, m. n

Ecn. pest control JO #003983 P 174, m. n  
Soil treatment JO #003982 P 113, m. n

Contract between NPC and Q & L Pest Control Services  
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Contract No. LOG MSSP 2021-05-043-ZCT

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

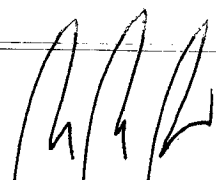
ACKNOWLEDGEMENT

**JUN 15 2021** BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of \_\_\_\_\_, 2021, personally appeared **MR. ALEXANDER P. JAPON**, Vice President-Admin and Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. **APW1300013**, known to me and to me known to be the same person who executed the foregoing instrument consisting of eight (8) 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, 2021  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 130 ;  
Page No. 27 ;  
Book No. 4 ;  
Series of 2021.



**ATTY. BIENVENIDO L. MABULAC II**  
Notary Public for Quezon City  
Commission No. NP-323 (2019 – 2020)  
Commission extended until June 30, 2021 pursuant to  
Supreme Court En Banc Resolution dated  
December 1, 2020 issued in relation to B.M. No. 3795  
Roll of Attorneys No. 54522  
PTR No. 0539326D; 01/05/2021; Quezon City  
IBP OR No. 122962, 01/05/2021; CALMANA Chapter  
MCLE Compliance No. VI-0016065; 12/07/2018  
4th Floor, NPC Office Building, NPC Compound,  
BIR Road corner Quezon Avenue, Diliman, Quezon City

Contract between NPC and Q & L Pest Control Services  
Massive Termite Control and General Pest Control Services at NPC HO, Diliman, Quezon City  
Contract No. LOG MSSP 2021-05-043-ZCT

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared **MR. HONESTO P. QUIJANO**, General Manager, **Q & L PEST CONTROL SERVICES** with Identification Document in the form of TIN/TN-679-696 issued by BIR at 10-30-07, on OCTOBER, known to me and to me known to be the same person who executed the foregoing instrument consisting of eight (8) 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. ELISEO S. CALMA JR.

NOTARY PUBLIC

Until December 31, 2021

Until December 31, 2021

PTR No. 694702-D, Jan. 4, 2021

IBP Lifetime No.: 2021

PTR No. NP-067

Doc. No. 50183

MOLE Comp. No. VP001267 / Until April 14, 2022

Doc. No.: 219  
Page No.: 4  
Book No.: IV  
Series of 2021.

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Massive Termite Control and General Pest Control Services at NPC HO, Diliman, Quezon City  
Contract No. LOG MSSP 2021-05-043-ZCT