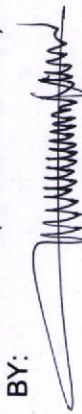



CONTRACT NO. LOG MSSP 2023-05-040-MGF

**MASSIVE TERMITE CONTROL AND SOIL TREATMENT AT NPC HEAD OFFICE, DILIMAN, QUEZON CITY, NPC RECORDS AND TRAINING CENTER, MINUYAN, SJDM, BULACAN AND NPC GUEST HOUSE CAMARIN LAKE, CAVINTI, LAGUNA
HO-TFM23-007 / SVP221227-RM00457 (SVP3)**


MAC J PEST CONTROL SERVICES
(CONTRACTOR)


BY: 
MARLON R. DIDAL
Sole Proprietor

SIGNED IN THE PRESENCE OF:


KAREN C. ANTIC
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)


ELOIDA C. LEONA
Manager, General Services Dep't.
(NPC)


ALEXANDER P. JAPON
Vice President, Admin and Finance

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 -

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 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 09 March 2023, NPC posted the Invitation to Bid for the Small Value Procurement for Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake, Cavinti, Laguna.

WHEREAS, there were six (6) prospective bidders who submitted bid quotation on the scheduled bid opening on 15 March 2023;

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

Contract between NPC and Mac J Pest Control Services
Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake, Cavinti, Laguna
Contract No. LOG MSSP 2023-05-040-MGF



MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY:

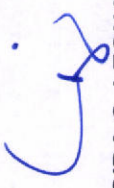

MARLON R. DIDAL
Sole Proprietor

SIGNED IN THE PRESENCE OF:


KAREN C. ANTIC
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY:


ELOIDA C. LEONA
Manager, General Services Dep't.
(NPC)


ALEXANDER P. JAPON
Vice President, Admin and Finance

WHEREAS, NPC accepted the said bid 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 Supply of Labor and Materials for the Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake, Cavinti, Laguna, under HO-TFM23-007 / SVP221227-RM00457 (SVP3);
2. Result of Bid Opening and Post Qualification Report dated 12 April 2023;
3. CONTRACTOR's bid proposal dated 15 March 2023;
4. Notice of Award dated 19 May 2023;
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.

Contract between NPC and Mac J Pest Control Services
Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC
Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake,
Cavinti, Laguna
Contract No. LOG MSSP 2023-05-040-MGF

ARTICLE II
SCOPE OF WORK

Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake, Cavinti, Laguna. The requirements are as follows:

1. The locations to be treated/serviced are listed below:

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

ii. **NPC Records and Training Center, Minuyan, SJDM, Bulacan**

- a. NPC Records and Training Center Building
- b. Guard House
- c. Perimeter Area/Street Manholes

iii. **NPC Guesthouse Camarin Lake, Cavinti, Laguna**

- a. NPC Camarin Conference Rooms
- b. Perimeter Area
- c. Japanese Garden
- d. NPC Guest House

2. 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.

3. The chemical to be used for the services shall have passed and

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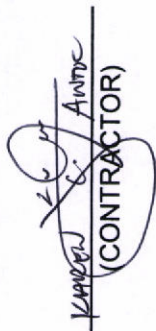
MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY:



MARLON R. DIDAL
Sole Proprietor

SIGNED IN THE PRESENCE OF:



ELOIDA C. LEONA
Manager, General Services Dep't.
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:



ALEXANDER P. JAPON
Vice President, Admin and Finance

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MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY: 

MARLON R. DIDAL
Sole Proprietor

- registered with the Food and Drugs Administration (FDA) or National Committee on Urban Pest Control (NCUPC).
- 4. Contractor shall strictly observe Safety and security Standards/precautions, re-inspect serviced area and with proper coordination with TFMD authorized representative.
- 5. Contractor shall have exterminator License/Certificate to Operate from Fertilizer and Pesticide (FPA).
- 6. Items/Chemicals shall be delivered and deposited to Transportation and Facilities Management Division (TFMD) representative and used at the time for application for treatments at NPC Head Office, Diliman, Quezon City.

ARTICLE III
CONTRACT DURATION AND DELIVERY POINTS

CONTRACTOR shall complete all the works specified in the terms of reference within **sixty (60) calendar days** and reckoned from the receipt of Notice to Proceed for PR No. HO-TFM23-007 with corresponding delivery points, as follows:


- 1. NPC Records and Training Center, Minuyan, SJDM, Bulacan
- 2. NPC Guesthouse, Camarin Lake, Cavinti, Laguna
- 3. 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 in Philippine Pesos and in accordance with the Contract documents the amount of **FIVE HUNDRED NINETY NINE THOUSAND ONE HUNDRED PESOS ONLY (P 599,100.00)**. Breakdown as follows:

Item	DESCRIPTION	TOTAL PRICE (PhP)
i.	Massive Termite Control and Soil Treatment at NPC Records and Training Center, Minuyan, SJDM, Bulacan	170,000.00
ii.	Massive Termite Control and Soil Treatment at NPC Guesthouse, Camarin Lake, Cavinti, Laguna	299,100.00
iii.	Massive Termite Control and Soil Treatment at NPC Head Office	130,000.00
GRAND TOTAL (PhP)		599,100.00

SIGNED IN THE PRESENCE OF:


KAREN C. ANDIC
(CONTRACTOR)


ELOIDA C. LEONA
Manager, General Services Dept.
(NPC)

NATIONAL POWER CORPORATION
(NPC)


BY:


ALEXANDER P. JAPON
Vice President, Admin and Finance

Contract between NPC and Mac J Pest Control Services
Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake, Cavinti, Laguna
Contract No. LOG MSSP 2023-05-040-MGF

4


MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY: 
MARLON R. DIDAL
Sole Proprietor

SIGNED IN THE PRESENCE OF:


KAREN C. ANTUX
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)


ELOIDA C. LEONA
Manager, General Services Dep't.
(NPC)


ALEXANDER P. JAPON
Vice President, Admin and Finance

Payment shall be thirty (30) days upon completion of services, acceptance of the end-user and submission of complete documents/attachments.

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.

- a. 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.
- b. 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.
- c. Performance Securing Declaration.

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

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CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

**ARTICLE VI
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 VII
LIQUIDATED DAMAGES**

Should CONTRACTOR fail to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.

**ARTICLE VIII
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 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 other applicable laws against the CONTRACTOR and/or his representative and/or the erring NPC official(s) and employee(s).

Contract between NPC and Mac J Pest Control Services
Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC
Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake,
Cavinti, Laguna
Contract No. LOG MSSP 2023-05-040-MGF

MAC J PEST CONTROL SERVICES
(CONTRACTOR)

BY:



MARLON R. DIDAL
Sole Proprietor


SIGNED IN THE PRESENCE OF:



KAREN C. ANTIC
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY:



ELOIDA C. LEONA
Manager, General Services Dept.
(NPC)



ALEXANDER P. JAPON
Vice President, Admin and Finance

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NATIONAL POWER CORPORATION
(NPC)

BY:



ALEXANDER P. JAPON
Vice President, Admin and Finance

**ARTICLE IX
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 X
GOVERNING LAW**

The contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

**ARTICLE XI
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.

Contract between NPC and Mac J Pest Control Services
Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC
Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake,
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Contract No. LOG MSSP 2023-05-040-MGF



IN WITNESS WHEREOF, the parties hereto have signed this Contract this 26th day of June, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

MAC J PEST CONTROL SERVICES
(CONTRACTOR)


BY:

BY:


ALEXANDER P. JAPON
Vice President, Admin and Finance

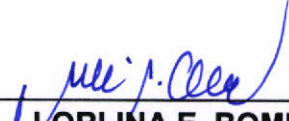

MARLON R. DIDAL
Sole Proprietor

SIGNED IN THE PRESENCE OF:


ELOIDA C. LEONA
Manager, General Services Dep't.
(NPC)


KAREN C. ANTOC
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Senior Department Manager, Finance

(6)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2023
JOB ORDER	AOO4129 / AOO4128 / AOO4143
COST CENTER	2602010
AMOUNT	₱ 599,100.00

JO AOO4129 ₱ 170,000.00
JO AOO4128 ₱ 299,100.00
JO AOO4143 ₱ 130,000.00

Contract between NPC and Mac J Pest Control Services
Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

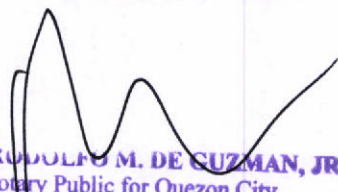
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of JUN 26 2023, 2023, 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 ten (10) 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, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 295 ;
Page No. 60 ;
Book No. 1 ;
Series of 2023.


Y. RODOLFO M. DE SUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
ALE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Contract between NPC and Mac J Pest Control Services
Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC
Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake,
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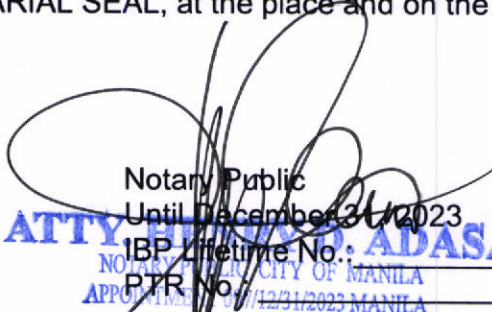


REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of 09 JUN 2023, 2023, personally appeared **MR. MARLON R. DIDAL**, Sole Proprietor, **MAC J PEST CONTROL SERVICES** with Identification Document in the form of License # May-05-009083, issued by LTO Manila at Manila, on 10-22-2026, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) 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, 2023
ATTY. JESSA ADASA
NOTARY PUBLIC, CITY OF MANILA
PTR No. 181139 / 01/03/2023
IBP No. 0361145 / 01/03/2023
ROLL NO. 29679, TIN NO. 172-528-620
MCLE COMP. NO. VII-0000165 VALID UNTIL APRIL 14, 2025
②1 Beta Bldg. Cmpd. Josefina St., Sampaloc, Manila

Doc. No.: 494
Page No.: 86
Book No.: XVII
Series of 2023.

Contract between NPC and Mac J Pest Control Services
Massive Termite Control and Soil Treatment at NPC Head Office, Diliman, Quezon City, NPC
Records and Training Center, Minuyan, SJDM, Bulacan and NPC Guest House Camarin Lake,
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