

AGREEMENT

This Agreement executed this 21 JUL 2025 day of _____, at QUEZON CITY by and between:

MARLON RUANES DIDAL, Filipino, of legal age, doing business under the trade name and style of **MAC J PEST CONTROL SERVICES**, with address at No. 30, Sto. Tomas, Brgy. Don Manuel District 4 Quezon City, herein referred to as "SUPPLIER";

- and -

DEVELOPMENT BANK OF THE PHILIPPINES, a government financial institution duly created and operating pursuant to the provisions of Executive Order No. 86 (1986 Revised Charter of the Development Bank of the Philippines, as amended by Republic Act No. 8523 [14 February 1998]), with principal office address at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, duly represented herein by its Senior Vice President and Concurrent Officer in Charge, Procurement and Facilities Management Group, hereinafter referred to as "DBP".

(The SUPPLIER and DBP shall be individually referred to as "Party" and collectively be referred to as "Parties").

ANTECEDENTS

WHEREAS, DBP is in need of a General Pest Control Maintenance for the DBP Head Office Building, Annex Building and DBP Head Office Off-Site Warehouse (the "Services");

WHEREAS, the SUPPLIER has offered to provide/supply the Services and DBP has agreed to accept the same and procure the Services from the SUPPLIER through Small Value Procurement as an alternative method of procurement under the Revised Implementing Rules and Regulations of Republic Act No. 9184 and Republic Act No. 12009;

ACCORDINGLY, for and in consideration of the foregoing premises, the Parties have agreed to enter into this Agreement under the terms and conditions set forth below, including the Annexes.

1. DEFINITIONS

Certain terms used in this Agreement are defined in **Annex "A"**. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the training industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. SERVICES

The Services covered by this Agreement are general pest control, rat abatement, comprehensive termite treatment, record keeping, follow up/on call treatment and misting/spraying for flying and crawling pests in DBP Head Office, Annex Building and DBP Head Office Off-Site Warehouse as set forth in Terms of Reference (**Annex "B"**).

3. CONTRACT PRICE

For and in consideration of the Services under this Agreement, DBP shall pay the amount of **Pesos: FOUR HUNDRED THIRTY-TWO THOUSAND ONLY (Php 432,000.00)**, inclusive of all taxes and fees, hereinafter referred to as the "Contract Price".

4. PAYMENT TERMS AND CONDITIONS

DBP shall pay the monthly progress billing to the SUPPLIER via credit to its deposit account with DBP within fifteen (15) calendar days from its receipt of the SUPPLIER's official receipt, due certification by the Construction and

Facilities Management Department and the issuance by DBP of the Certificate of Acceptance, as well as the SUPPLIER's submission of the documentary requirements provided to the SUPPLIER, if any, subject to the usual government audit/accounting/procurement policies, provided the SUPPLIER has generated a positive performance assessment to be conducted by DBP in accordance with established metrics as stated in Section 9 hereof.

Final payment shall be subject to submission of updated and valid tax clearance, if the previous tax clearance has expired pursuant to BIR Revenue Regulations (RR) No. 017-2024.

The **Expanded Withholding Tax (EWT)** due to the government shall be withheld by the DBP from any payment made to the SUPPLIER. The EWT deducted by DBP shall be at the rate prescribed by the Bureau of Internal Revenue (BIR) and shall be remitted directly to the BIR. It shall be indicated in the creditable withholding tax return to be filed with the BIR that the tax being withheld is to be credited to the SUPPLIER. The **Certificate of Creditable Tax Withheld** at Source shall be submitted by DBP to SUPPLIER within fifteen (15) calendar days from receipt of payment by the SUPPLIER.

5. TERM, TERMINATION AND CANCELLATION

- A. TERM.** The Agreement shall be effective for a period of **ONE (1) YEAR** reckoned from SUPPLIER's acceptance of the Notice to Proceed unless a different or longer completion period is set forth in the Notice to Proceed. The Agreement may be terminated earlier when either or both Parties decide to terminate it in accordance with the provisions on *Termination*, hereinafter set forth.
- B. TERMINATION BY EITHER PARTY.** When either of the Parties commits a substantial breach of its obligation and such breach is not corrected within thirty (30) days from the date of receipt of written notice, duly served to the defaulting Party by the other Party, the other Party may terminate this Agreement.
- C. TERMINATION DUE TO DBP'S DEFAULT.** In the event of termination due to DBP's default, the SUPPLIER shall set a termination date in writing and the following shall apply:
1. The SUPPLIER shall retain any payment received under this Agreement and DBP shall pay any outstanding invoices as of termination date, less any amount due to DBP and provided all those covered in the invoices are delivered and accepted by DBP as provided in Section 4.
 2. DBP shall pay for any agreed deliverables as stated in the Agreement delivered by the SUPPLIER but not yet invoiced based on the agreed price.
 3. When payments have been made by DBP, the SUPPLIER shall deliver all materials and other deliverables due as of termination date.
- D. TERMINATION DUE TO SUPPLIER'S DEFAULT.** In the event of termination due to the SUPPLIER'S default, DBP shall set a termination date in writing and the DBP shall have the right to suspend in whole or in part, any payment due to the SUPPLIER. DBP's right to suspend payment is without prejudice to its right to claim damages or any other right or remedy that DBP may exercise under the Agreement, applicable laws, rules and regulations.
- E. TERMINATION WITHOUT CAUSE.** Either of the Parties may terminate this Agreement without cause by serving a thirty (30) day written notice to the other party prior to the intended date of termination, or at any time upon the instruction of the Bangko Sentral ng Pilipinas (BSP).

In no case shall the Agreement be terminated due to recovery events, as provided in the BSP Manual of Regulations for Banks (MORB). As DBP is a government financial institution, both Parties hereby agree and warrant that both shall ensure compliance with the regulations and requirements of the BSP.

- F. TRANSITION ASSISTANCE.** In the event of termination for any cause, the SUPPLIER hereby agrees and guarantees that should DBP decide to transfer the Agreement to another provider or other arrangements, it shall provide DBP the necessary level of assistance during the transition.

In case of merger, consolidation and/or change in name, change in ownership, assignment, attachment of assets, insolvency, or receivership of the SUPPLIER, the SUPPLIER shall likewise provide DBP the necessary level of assistance to ensure a smooth transition. For the avoidance of doubt, the surviving or consolidated corporation shall assume all liabilities and obligations under the terms of this Agreement, provided that the SUPPLIER and/or the surviving or consolidated corporation submits proof of such merger or consolidation acceptable to DBP.

- G. BUSINESS CONTINUITY PLAN.** The SUPPLIER warrants that it has existing Business Continuity Plan which includes continuity service and disaster recovery plans that minimize the probability and impact of interruptions to DBP and an exit plan to be implemented upon termination of this Agreement that provides, among others, for transition assistance should the SUPPLIER convert to other service providers or other arrangements.

6. WARRANTY

For the entire duration of the Agreement, the SUPPLIER warrants the correctness and good quality of the Services it shall provide hereunder, that such Services conform to the specifications and requirements of the Terms of Reference, and that all works, pesticides and chemicals are approved by the Food and Drugs Administration (FDA) and shall not pose a health hazard to DBP's officials, employees, clients and guests.

7. GOOD FAITH

The Parties shall assist each other with fairness, equity and efficiency in overcoming their difficulties for the satisfactory performance of their obligations under this Agreement.

8. RIGHT TO AUDIT AND CORRECTIVE ACTION CLAUSES

The SUPPLIER agrees that it shall give DBP, the BSP, and other regulatory agencies the right to audit, examine and access the (i) necessary information regarding the Services in order for DBP, BSP, or such other regulatory agencies to fulfill their respective responsibilities; (ii) the operations of the SUPPLIER in order to review the same in relation to the Services; and, (iii) necessary financial information of the SUPPLIER, provided that any such audit shall not take place at SUPPLIER's place of business, rather any such information requested by DBP to be audited shall be requested by DBP and such information shall be provided by SUPPLIER.

The SUPPLIER agrees that DBP shall have the right to conduct SUPPLIER's performance assessment with respect to the Services based on established metrics, which shall be provided to the SUPPLIER upon signing of this Agreement.

The SUPPLIER warrants that it shall be required to immediately take reasonable corrective measures to satisfy the findings and recommendations of the BSP examiners and those of the internal and/or external auditors of DBP.

9. LIABILITY CLAUSE

- A.** In case the SUPPLIER is unable to comply with the terms and conditions of this Agreement or fails to satisfactorily deliver the Services on time inclusive of duly granted time extensions, if any, DBP shall, without prejudice to its other remedies under this Agreement 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 the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), DBP may rescind or terminate this Agreement pursuant

to Section 5 hereof, without prejudice to other courses of action and remedies open to it.

- B.** Any and all claims, liabilities, damages, suits, or causes of action of whatever nature or kind, now or hereafter arising from or in connection with this Agreement, including but not limited to those resulting out of or as a consequence of the acts of employees, personnel, or representatives of the SUPPLIER, shall be for the account of the SUPPLIER. The SUPPLIER shall indemnify DBP, its directors, officers, employees, successors, and assigns against, and hold them free and harmless therefrom. The obligations of the SUPPLIER under this provision shall survive the termination of this Agreement.

10. CONFIDENTIALITY

The Parties hereby agree to comply with confidentiality requirements set forth in **Annex "C"** hereof.

11. DATA PROTECTION AND SEGREGATION

Unless prohibited by applicable law, the SUPPLIER may disclose DBP Information to third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it (collectively "Process") in the various jurisdictions in which they operate either for purposes related to the provisions of the Services, and/or to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or the provision of other administrative support services (collectively "Process Purposes"), provided that the written consent of DBP has been secured, and provided further that the SUPPLIER, its affiliates and third parties to whom the confidential information were disclosed shall strictly adhere to the confidentiality of the information. The SUPPLIER shall be responsible for maintaining the confidentiality of DBP Information.

Whenever applicable in performing its obligations under this Agreement, the SUPPLIER shall, at all times, comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its Implementing Rules and Regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy, segregation and the protection of personal information.

12. PROPERTY RIGHTS

All memoranda, reports, working papers, schedules, computer records and data bases and any other such material (collectively defined as "Data") produced/processed, provided and/or transferred by DBP to the SUPPLIER in the course of the performance of the Services shall at all times be the property of DBP, and the same shall not in any way be reproduced or duplicated. Upon termination or expiration of this Agreement or at such other time as DBP may request, the SUPPLIER shall return all the Data to DBP.

13. WAIVER

No waiver of any Party with respect to a breach or default of any right or remedy and no course of dealing shall be deemed to constitute a continuing waiver of another breach or default or of another right or remedy, unless such waiver be expressed in writing and signed by the Party to be bound.

14. FORCE MAJEURE

In case of the occurrence of force majeure, such as but not limited to earthquakes, storms, floods, fires, pandemic, epidemics, strikes and other concerted labor actions, civil unrests, riots, wars, or any other unforeseen or unavoidable Disaster or event which shall be beyond the control of a Party, the Party affected shall be excused from performing its obligation under this Agreement for a period equivalent to the number of days that they are affected or prevented by the event of force majeure, provided that:

- A.** The force majeure is the proximate cause which delayed or prevented the Party's performance of its obligation under this Agreement;

- B.** The Party concerned took all possible measures to overcome and mitigate the effects of such force majeure; and
- C.** The Party affected shall inform the other Party in writing of the occurrence as well as the abatement of such force majeure, including a detailed description thereof and the measures taken to overcome and mitigate the effects of the same.

Each Party shall hold the other free from any liability, claims, and/or damages of any kind and nature arising from or in connection with the occurrence of any force majeure, as well as for those incidents or events attributable to Third Parties.

15. GOVERNING LAW, DISPUTE RESOLUTION AND VENUE OF ACTION

This Agreement shall be governed and construed in accordance with the provisions of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act and other applicable laws of the Republic of the Philippines.

All disputes and controversies that may arise from this Agreement involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled through amicable means.

In case of failure to settle amicably the dispute upon the lapse of thirty (30) days from either party's request for good faith negotiations or discussions with a view to amicably settling the dispute (or upon lapse of such extended period as the parties may agree in writing) shall be submitted to arbitration in accordance with Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004).

Any legal action necessary to promote arbitration or ancillary to such arbitration shall be instituted in the appropriate courts of Makati City, to the exclusion of other courts of equal jurisdiction.

16. ACKNOWLEDGMENT OF TRANSPARENCY OF TRANSACTION

The SUPPLIER acknowledges that in addition to other prevailing/applicable Philippine laws, rules and regulations, DBP has an existing Code of Ethics, which prohibits any gift, fee, commission or benefit in favor of any of DBP's officers and/or employees and/or any other persons to be given as a condition to, or as an additional consideration for, the award of the contract to the SUPPLIER. The SUPPLIER further acknowledges that under DBP's Code of Ethics and other prevailing rules and regulations, DBP's personnel have the duty to report to superior officers any possible violation of the policy. Furthermore, the SUPPLIER commits itself to conduct its business professionally and ethically by equally abiding by the provisions of DBP's Code of Ethics, particularly the norms of conduct and the rules on conflict of interest, insofar as applicable to the SUPPLIER's nature of business and for the duration of its business relationship with the DBP.

Furthermore, in compliance with the Section 47 of R.A. 9184 as well as the provisions on Conflict of Interest under DBP's Code of Ethics, the SUPPLIER warrants that it is not related to any of the directors of DBP, members of the Bids and Awards Committee, the Technical Working Group (if any), the head of DBP's project management office and project consultants (if any), end-user or implementing unit, by consanguinity or affinity up to the third civil degree.

The SUPPLIER is aware that DBP is a government-owned corporation and that the receipt by any of DBP's officers and/or employees and/or other persons, as well as the giving by the SUPPLIER, unless opportunely disclosed pursuant to the provisions of (Presidential Decree No. 749) of such gift, fee or commission, are crimes punishable under the provisions of the Anti-Graft and Corrupt Practices Act (R.A. No. 3019), Title VII of the Revised Penal Code on Crimes Committed by Public Officers, the Code of Conduct and Ethical Standards for Public Officers and Employees (R.A. No. 6713), the Plunder Law (R.A. No. 7080), as well as under other applicable laws and governing presidential decrees.

The SUPPLIER further acknowledges DBP’s policy to refer any such violation to the proper government agency for criminal prosecution.

17. NOTICES

All notices, demands, requests, or other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made: (a) if made by hand delivery, when delivered; (b) if sent by mail, seven (7) days after being deposited in the mails, postage prepaid; and (c) if sent by facsimile to a facsimile receiver at the proper number of a party hereto as specified below, when receipt is acknowledged, addressed as follows:

For the SUPPLIER: **(Please see Annex “D”)**

For the DBP:

Name	:	Development Bank of the Philippines
Address	:	DBP Bldg., Sen. Gil Puyat Avenue corner Makati Avenue, Makati City
Attention	:	
Tel No.	:	(02) 8818 5511 local 5000

In the event any party changes its address, it shall notify the other party of the change of address in writing within five (5) calendar days from the date the change of address took effect.

18. SEVERABILITY AND NON-ASSIGNABILITY

Should any provision of this Agreement be declared or become wholly or partly illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected as a result. The same applies in case the Agreement contains a gap in its provisions. Instead of the provisions which are ineffective or impracticable, or to fill the gap, a suitable provision should apply which, insofar as legally possible, comes closest to the original intention of the Parties. Should individual stipulations exceed the duration of this Agreement, such stipulations will remain valid even after the effectivity thereof.

Neither party may assign, in whole or in part, any right, obligation and/or benefit under this Agreement without the prior written consent of the other.

19. NO POACHING CLAUSE

Except as provided in Section 5 (F), DBP or any of its affiliates will not engage, either directly or through other service provider and/or agencies, the personnel or consultants engaged or provided by the SUPPLIER to the former within twelve (12) months from the day of the termination of this Agreement unless there is a written waiver from the SUPPLIER.

20. ANNEXES

The following Annexes shall, by this reference, form an integral part of this Agreement:

Annex A	:	Definition of Terms
Annex B	:	Terms of Reference
Annex C	:	Confidentiality
Annex D	:	Notice to SUPPLIER
Annex E	:	Notice of Award
Annex F	:	Performance Evaluation of 3rd Party Contracts/Agreements
Annex G	:	Data Privacy Consent Form

The Parties shall endeavor to harmonize the provisions of this agreement and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this Agreement and the Annexes, the terms of the Annexes shall prevail to the extent necessary to resolve such inconsistency.

21. DISASTER RECOVERY

In the event of a Disaster, DBP shall have authority to require the Services to be performed at its Disaster Recovery Site. If the circumstances warrant, DBP shall provide an initial oral notification on the performance of the Services at the DBP Disaster Recovery Site, but such oral notice must be followed by a written Disaster Notification within twenty four (24) hours after initial notification, provided that, the twenty four (24) hours written notice period may be extended depending on the circumstances. The performance of the Services at the Disaster Recovery Site shall also be allowed in case of a Disaster Recovery Testing.

22. SUCCESSORS-IN-INTEREST

The availment of the Services by DBP's affiliates, subsidiaries and/or acquired companies shall be subject to the prior written notice to the SUPPLIER. Likewise, in case of mergers, consolidations and/or change in the name of DBP, the latter or its successor/s-in-interest can still avail of the Services under the terms of this Agreement provided that there is prior written notice to the SUPPLIER of such transfer of the Services.

23. SUB-CONTRACTING

- a. Subcontracting of any portion of the Services does not relieve the SUPPLIER of any liability or obligation under the Agreement. The SUPPLIER shall be solely liable and responsible for the acts, defaults, and negligence of its Sub-contractors, agents, servants or workmen as fully as if these were the SUPPLIER's own acts, defaults, or negligence.
- b. In the event that any Sub-contractor is found by DBP to be incompetent or incapable in discharging assigned duties, DBP may request the SUPPLIER to provide a replacement, with qualifications and experience acceptable to DBP, or to require the SUPPLIER to resume the performance of the work itself.

24. MODIFICATION AND AMENDMENT

No modification/amendment or waiver of any provision of this Agreement shall in any event be effective unless the same be in writing and duly signed by the Parties.

25. SUBMISSION OF TAX CLEARANCE

As required under Executive Order (EO) 398, the SUPPLIER shall submit income and business tax returns duly stamped and received by the BIR before entering into and during the effectivity of this Agreement. The SUPPLIER, through its responsible officer/s, shall also certify under oath that it is free and clear of all tax liabilities to the government. The SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle DBP to suspend or terminate this Agreement.

26. ENTIRE AGREEMENT

Both Parties acknowledge that this Agreement and the relevant Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

27. OGCC REVIEW

The Parties agree to supplement/amend/restate this Agreement, including all its amendments/supplements, to incorporate the comments/revisions, if any, of the Office of the Government Corporate Counsel, with effect from the date of signing thereof.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on this ____th day of 21 JUL 2025, in QUEZON CITY.

DEVELOPMENT BANK OF THE PHILIPPINES (SIGNED)

By: (SIGNED)

MARLON RUANES DIDAL
Doing business under the trade name and style of **MAC J PEST CONTROL SERVICES**

Concurrent Officer in Charge,
Procurement and Facilities Management Group

Signed in the Presence of:

(SIGNED)

(SIGNED)
KAREN P. ANTONIO

ACKNOWLEDGMENT FOR SUPPLIER

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, Philippines, this ____ day of 21 JUL 2025 2025, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
Marlon Ruanes Didal		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID, that he acknowledged to me that the execution of this document is his free and voluntary act and deed.

The foregoing document is an **Agreement** which consists of ____ (__) pages, including herein Annexes and the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

Doc. No. 270;
Page No. 6;
Book No. 14;
Series of 2025.

(SIGNED)

ATTY. ROSALBA A. MONTENEGRO
Notary Public
My Commission Expires on Dec. 31, 2025
Admin. Matter No. NP-067 (2024-2025)
PTR No. 6885174 - 01/03/2025 - Q.C.
IBP O.R. No. 496301 - 01/03/2025 - Q.C.
Roll No. 68465
MCLE Compliance No. VII-0021672 - 14 April 2025

ACKNOWLEDGMENT
FOR DBP

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this
day of 16 JUL 2025 2025, personally appeared the following:

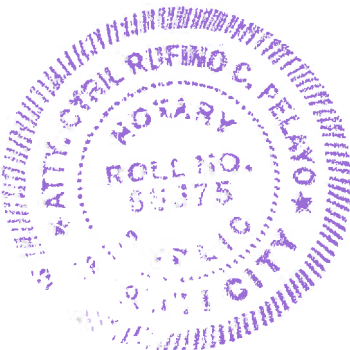
Name	Government ID Presented	Place and Date Issued
Development Bank of the Philippines Represented by:		
F		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID, that he acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that he has the authority to sign in behalf of their respective principal.

The foregoing document is an Agreement which consists of () pages, including herein Annexes and the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

Doc. No. 195;
Page No. 60;
Book No. X;
Series of 2025.

DST No. 03221452



(SIGNED)
Atty. CYRIL RUFINO C. PELAYO
Notary Public
Appointment No. M-146
Makati City, Until December 31, 2025
10th Flr. DBP Bldg., Sen. Gil Puyat Ave., Makati City
Roll No. 68575, IBP No. 016409 (Lifetime)
PTR Exempt Under RA7130