

ORIGINAL

TRI-O DIGIGRAPHICS
(CONTRACTOR)


NEMUEL R. ORALLO
Owner/Sole Proprietor

CONTRACT NO. LOG MSSP 2022-05-034-MDC

**TWO (2) YEARS CONTRACT FOR THE MAINTENANCE AND SERVICING
OF ONE (1) UNIT AUTOMATIC SLIDING GLASS DOOR AT
NPC-HEAD OFFICE
HO-TFM22-031 / SVP211228-NC00520 (SVP3)**

BY:

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 -

TRI-O DIGIGRAPHICS, a single proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at No. 40 Visayas St., Filipinas Village, Mandaluyog, Marikina City, herein represented by its Owner/Sole Proprietor, **MR. NEMUEL R. ORALLO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 20 March 2022, NPC advertised the Invitation to Bid for the Small Value Procurement for the Two (2) Years Contract for the Maintenance and Servicing of One (1) Unit Automatic Sliding Glass Door at NPC-Head Office;

WHEREAS, only one (1) prospective bidder submitted bid quotation on the scheduled bid opening on 28 March 2021;

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

SIGNED IN THE PRESENCE OF:


(CONTRACTOR)


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

NATIONAL POWER CORPORATION
(NPC)


ALEXANDER P. JAPON
Vice President, Admin and Finance

BY:

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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 Two (2) Years Contract for the Maintenance and Servicing of One (1) Unit Automatic Sliding Glass Door at NPC-Head Office, HO-TFM22-031 / SVP211228-NC00520 (SVP3);
2. Result of Bid Opening and Post Qualification Report dated 07 April 2022; ,
3. CONTRACTOR's bid proposal dated 28 March 2022; ,
4. Notice of Award dated 02 May 2022; ,
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 later 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

The scope of work shall cover the furnishing of manpower, equipment, tools, consumable materials and other incidentals required for the two (2)-year maintenance service of One (1) unit Automatic Sliding Glass Doors in accordance with the specification contained in this section.

The CONTRACTOR shall have the necessary operation monitoring system including laptop computer and other measuring instruments needed for equipment data gathering and status monitoring. It must be witnessed and the report signed by NPC authorized representative.

The CONTRACTOR shall provide all consumable items to be used during the maintenance and repair works such as rags, lubricants, soap/detergent, coil cleaner and other cleaning materials.

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The CONTRACTOR shall provide highly trained and qualified technical personnel to perform the monitoring, maintenance and repair work of Automatic Sliding Glass Door.

The maintenance works and services to be performed by the CONTRACTOR shall essentially consist of but not limited to the following:

I. Monitoring

- A. The CONTRACTOR shall monitor the activities of the automatic sliding glass door once every last Saturday of the month, 9:00am onwards.
- B. The CONTRACTOR shall assign at least one (1) Technician and one (1) maintenance aide to perform the following:
 - B.1 Monitor and record the Operation data/parameters of automatic sliding glass door at least twice a day. the data shall consist but not limited to:
 - i. Power supply, voltage, current, frequency and power
 - ii. Door opening and closing speed
 - B.2 Observe and check the accessories for any abnormalities and malfunctions including unusual noise and vibrations.
 - B.3 Submit to NPC-TFMD its accomplished log sheets/checklists/reports before the end of the day. The data on the log sheets/checklists shall be analyzed by the technician. Any abnormalities shall be reported immediately to NPC-TFMD. Recommendations for preventive or corrective actions must be included in the report.

II. Preventive Maintenance:

- A. Preventive Maintenance activities shall be performed by the CONTRACTOR **once every last Saturday of the month (Start at 9:00AM onwards)**
- B. The CONTRACTOR shall assign at least **One (1) Technician and One (1) Maintenance Aide** to complete the detailed list of required services:

B.1 Monthly basis:

B.1.1 Sensors

- B.1.1.1 Clean the covers of both the infrared and safety sensor to ensure the sensitivity.
- B.1.1.2 Check the door if it is activated using the sensors.
- B.1.1.3 Check and adjust the necessary door sensor pattern and sensitivity level.
- B.1.1.4 Check the safety features of the moving door leaf to avoid contact with users.


B.1.2 Synchronous Belt

- B.1.2.1 Adjust the door so that it opens together with the timing belt.

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- B.1.2.2 Clean timing belt from foreign obstructions and substances that may cause failure in the operation.
- B.1.2.3 Adjust the belt tension if it is loosened.
- B.1.3 Door Stopper
 - B.1.3.1 Check if door stopper is still operational to avoid breakage of door.
 - B.1.3.2 Clean and remove obstructions.
- B.1.4 Idler Pulley
 - B.1.4.1 Clean and remove obstructions.
 - B.1.4.2 Lubricate friction points.
- B.1.5 Glass Door
 - B.1.5.1 Adjust the glass door leaf position to necessary level.
 - B.1.5.2 Check for cracks and broken glass and change if needed.
 - B.1.5.3 Clean the sides of the door from unwanted obstruction.
 - B.1.5.4 Clean with a glass cleaner.
- B.1.6 Drainage slots and slide railings
 - B.1.6.1 Clean the chamber between the moving and the fixed part of any blockings
 - B.1.6.2 Clean the gutter from dirt and sand in the bottom profile of the sliding door.

B.2 Semi-annual basis:

- B.2.1 Gasket
 - B.2.1.1 Apply normal domestic talc to the gaskets (in EPDM) between the moving and the fixed part of the element, or apply liquid silicone to avoid cracks and deposits
- B.2.2 All moving parts
 - B.2.2.1 All movable parts and locking parts have to be oiled and their working order should be checked.
 - B.2.2.2 Cleaning with a cloth and spray with any anti-corrosive spray.
 - B.2.2.3 Apply a color cleaner.

Note:

All accomplished log sheets/checklists/reports shall be submitted to NPC-TFMD within one (1) week after the scheduled Preventive Maintenance.


III. Post-Preventive Maintenance Activities (Monthly Basis)

- a. Test start-up and operation after the conduct of maintenance activities
 - a.1. Check and record the operating data and parameters of the automatic sliding glass door operation monitoring system including but not limited to the following:
 - Operating voltages and currents
 - Operating speed

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- a.2. Check for the height of leaves if it made adjustments
- a.3. Check for any abnormal vibration and sound of equipment
- b. Check and recommend for any deterioration which requires replacement
- c. Cleaning-up of affected areas after maintenance activities
- d. Preparation and submission of Maintenance Report complete with accomplished checklists

Note:

All accomplished log sheets/checklists/reports shall be submitted to NPC-TFMD within two (2) weeks after the scheduled Post-Preventive Maintenance Activities.

IV. Other Maintenance Activities

- a. The CONTRACTOR shall perform the following services without any additional fee:
 - a.1. Installation of minor parts and accessories not requiring extensive dismantling of equipment
 - a.2. Study and recommend any future improvement of the automatic sliding glass door.

Notes:

- 1. In the event that any such damage, breakage, or losses occur during maintenance activities due to the carelessness, negligence or fault to the CONTRACTOR; the CONTRACTOR shall repair, replace, or otherwise make good all damages items at his own expense and to the satisfaction of NPC.
- 2. No repairs, replacement of parts or permanent improvements shall be done by the CONTRACTOR without the written approval of NPC. Expenses incurred in unauthorized repair or improvements shall be borne by the CONTRACTOR and shall be subject to the imposition of applicable sanctions and penalties by NPC.

V. Repair Works

- a. Should the automatic sliding door require repair works during the 2-year maintenance period and in order to avoid disruption of the operation of the automatic sliding door, the CONTRACTOR shall undertake said repair works as the need arises or at a pre-arranged schedule depending on the necessity or urgency of the need. These works include all kinds of repair works (major repair works) which will require dismantling or replacement of parts, repair of leaks or those that will need evacuation and recharging of refrigerant; and installation/replacement of minor parts and accessories
- b. All supplies/materials and parts that will be used for the repair works shall be supplied by the CONTRACTOR. These supplies/materials and parts are listed in the attached List of Supplies/Materials and Parts. Cost of said prices of the

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PRESENCE OF:


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Vice President, Admin and Finance

mentioned supplies/materials and parts are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its revised IRR.

- c. The CONTRACTOR shall deliver an advance spare parts and supplies/materials in the attached list. The period of delivery of the advance spare parts and supplies/materials shall be within thirty (30) days upon implementation of the contract. The CONTRACTOR is allowed to use these spare parts in emergency cases. However, the CONTRACTOR shall replace the same parts that they used within seven (7) working days. This is only to prevent the long time stoppage of operation of some units that was affected.
- d. However, no repair works shall be done by the CONTRACTOR without the written approval of NPC. The CONTRACTOR shall submit to NPC details of the repair works indicating the scope of repair works, supplies and materials needed, parts to be replaced, and duration of repair activities. NPC has the option to require the CONTRACTOR to undertake the repair works during non-working time if necessary depending on the urgency or need. The CONTRACTOR may proceed only with the repair works after receipt of written approval from NPC. Only supplies/materials and parts used in the repair works will be paid by NPC, labor and consumable materials indicated under scope of works are already considered/covered under the labor cost of the preventive maintenance.
- e. In case there are supplies/materials and parts which are needed in the approval repair work to be done but are not included in the terms of reference, the total amount of said supplies/materials and parts should not exceed ten percent (10%) of the total Bid Price. Prices of supplies/materials and parts which are not listed shall be mutually agreed upon by NPC and the CONTRACTOR after a canvass from three (3) reputable sources during contract implementation. All needed supplies/materials and parts intended for every approved repair works should be delivered by the CONTRACTOR with the contract period upon the request of NPC. Payment for the repair works shall be billed separately.
- f. All repair works shall be done in accordance with the requirements of the manufacturer and accepted industry practice. Only qualified LG-trained technicians shall undertake the repair works.
- g. All repair works to be undertaken must be witnessed by NPC's authorized representative/s. Repair works shall be guaranteed by the CONTRACTOR for at least one (1) year after NPC's acceptance.

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Nemuel R. Orallo
NEMUEL R. ORALLO
Owner/Sole Proprietor

BY:

SIGNED IN THE PRESENCE OF:

[Signature]
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

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

Alexander P. Japon
ALEXANDER P. JAPON
Vice President, Admin and Finance

BY:

- h. CONTRACTOR shall submit a written report of all the repair works done which must be confirmed and signed by NPC's authorized representative/s.
- i. All accessories that will be used for the repair works shall be supplied by the CONTRACTOR. These accessories are listed below:

Accessories

Item	Description	Part No.	Qty.	Unit
1	Proximity Infrared Sensor	N/A	3	pc
2	Safety Sensor	N/A	3	pc
3	Timing Belt	N/A	6	pc
4	Belt Connector	N/A	10	pc
5	Door Hanger	N/A	5	pc
6	Door Stopper	N/A	6	pc
7	Idler Pulley	N/A	6	pc

**ARTICLE III
CONTRACT PERIOD AND LOCATION**

The contract period shall be **TWO (2) YEARS** reckoned from the date stated in the Notice to Proceed.

Maintenance services shall be performed by the CONTRACTOR for NPC's automatic sliding glass door in NPC-Head Office Main Building, 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 **ONE HUNDRED SEVENTY EIGHT THOUSAND PESOS ONLY (P 178,000.00)**.

Payment for the services to be provided by the CONTRACTOR to NPC for the two (2) year contract shall be made on a monthly equal payment. Payment shall be within thirty (30) days upon NPC's certification of satisfactory performance and CONTRACTOR's submission of monthly invoice, service reports and other supporting documents required by NPC.

Billings for the repair works and/or replacement parts provided by the CONTRACTOR shall be made separately and shall be in accordance with the scope of work.

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