


2019-P00142

Contract



PUERTO RICO ELECTRIC POWER AUTHORITY

Contract: 00083442
 Release :
 Executed: 05/02/2019
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Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA
DIVISION DE TESORERIA
P.O. BOX 70253
SAN JUAN PR 00936-8253

Vendor:

CARLOS NIEVES
PROENERGY SUPPLIES INC
PO BOX 1025
GUAYNABO PR 00970

Please Direct Inquiries to:
YADIRA L. LUGO-CORDERO
Y-LUGO@AEEPR.COM
Title: PROCUREMENT SUPV
Phone: (787) 521-3235
Fax :

Ext:

Work Location:
GERENTE CONTABILIDAD Y PRES
CENTRAL COSTA SUR
CARR. NUM. 127, KM 15.7
GUAYANILLA PR 00656


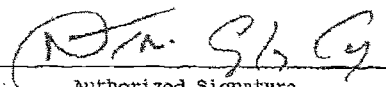
Title: POWER TRANSFORMER 570 MVA, 230/23 KV

Total Value : \$3,659,494.00 USD
Pricing Method: ESCALATING

** NOT TO EXCEED **

Contract Type : SERVICES
Project :

Start Date: 04/26/2019
End Date :

 Vendor Authorized Signature <u>Carlos Nieves - President</u> Printed Name/Title <u>May 03, 2019</u> <u>787-365-7188</u> Date Signed Phone S.S. 660-88-2623	 Authorized Signature <u>Yadir L. Lugo-Cordero / Director Division de Suministro</u> Printed Name/Title <u>5/2/19</u> <u>787-521-3281</u> Date Signed Phone S.S. 660-43-3747
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Terms and Conditions - Text at End

Fac	Standard	Rev S/P Text	Title
	PH000001	004 S Y	EQUAL OPPORTUNITY
	PH000002	005 S Y	COMPLIANCE WITH LAWS.



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Terms and Conditions - Text at End

Fac	Standard	Rev	S/P	Text	Title
	PH000004	005	S	Y	INFRINGEMENT
	PH000006	016	S	Y	CLAUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDE
	PH000007	004	S	Y	APPLICABLE LAW
	PH000011	006	S	Y	CHANGES TO ORDER.
	PH000031	009	S	Y	CONFIDENTIALITY
	PH000033	009	S	Y	FORCE MAJEURE
	PH000037	007	S	Y	TERMINOS PARA RETENCION EN EL ORIGEN
	PH000038	005	S	Y	NONWAIVER.
	PH000040	007	S	Y	RELATIONSHIP OF THE PARTIES.
	PH000057	005	S	Y	TERMINATION

Scope of Work

ADQUISICIÓN DE UN (1) TRANSFORMADOR DE POTENCIA DE 570 MVA, 230/23 KV,
CONSERVACIÓN DE SUBESTACIONES

SE ADJUDICA ORDEN DE SERVICIO DE ACUERDO A NUESTRAS ESPECIFICACIONES,
TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR LA COMPAÑÍA EN EL RFP
0001821, REQ. NUM.: 185381 Y SEGÚN DISPOSICIONES DE LAS CARTAS CIRCULARES
NÚM. 141-17 Y 144-17 DE LA OFICINA DE GERENCIA Y PRESUPUESTO.

ALCANCE DE TRABAJO
TODO, SEGÚN LOS SIGUIENTES DOCUMENTOS:

1. TERMS AND CONDITIONS, CONTRACT REQ. 185381, REV. JANUARY, 2014 (10 PÁGINAS)
2. SPECIFICATION FOR POWER TRANSFORMERS, CONTRACT REQ. 185381, REV. JULY, 2017 (32 PÁGINAS)
3. PROPUESTA GE PROLEC NÚM. QPES-18-0043 REV.3, CON FECHA DEL 04.26.2019.

TOTAL DEL CONTRATO: \$3,659,494.00

ESTE TOTAL INCLUYE \$65,000.00 PARA LA ENTREGA EXPEDITA DE MATERIALES PARA MANUFACTURA Y EMBARQUE.

ITINERARIO DE PAGOS

- 10% - CON LA APROBACIÓN DE LA ORDEN
- 10% - CON LA APROBACIÓN DE LOS DIBUJOS POR PARTE DE PREPA
- 20% - CON LA EVIDENCIA DE LA COMPRA DE MATERIALES PARA MANUFACTURA
- 30% - CON EL PROCESO DE TANKING, SERÁ PAGADO LUEGO DE LA CERTIFICACIÓN DE LAS PRUEBAS FAT Y PREVIO AL EMBARQUE.



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30% - CON LA ENTREGA Y ACEPTACIÓN EN SITIO (CENTRAL AGUIRRE)

TÉRMINOS DE PAGO

NETO 45 DÍAS, LUEGO DE APROBADA LA FACTURA POR PARTE DE LA AUTORIDAD.

TIEMPO DE ENTREGA Y PENALIDAD POR ENTREGA TARDÍA

FECHA DE EMBARQUE 29 DE NOVIEMBRE DE 2019. APLICARÁ UNA PENALIDAD POR CADA DÍA DE ATRASO DE CINCO MIL DÓLARES (\$5,000.00), HASTA UN MÁXIMO DE DIEZ POR CIENTO (10%) DEL TOTAL DE LA ORDEN DE COMPRA.

GARANTÍA

EL TRANSFORMADOR TENDRÁ UNA GARANTÍA DE CINCO (5) AÑOS LUEGO DE RECIBIDO EL EQUIPO O TRES (3) AÑOS LUEGO DE ENERGIZADO, LO QUE OCURRA PRIMERO.

INSTRUCCIONES GENERALES

1. EL LUGAR DE ENTREGA SERÁ EN LA CENTRAL AGUIRRE, SALINAS, UNLOADED.
2. EL CONTRATISTA PROVEERÁ UN CERTIFICADO EN ORIGINAL FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LA CUBIERTA DE LOS SIGUIENTES SEGUROS:
 - A. FIANZA DE EJECUCIÓN POR EL 100% DEL TOTAL DE LA ORDEN.

PERSONA CONTACTO AEE

ERIC J. PÉREZ RIVERA
INGENIERO SENIOR, PLANIFICACIÓN Y CONTRATOS
TELÉFONO: 787.521.5524

JOSÉ GEADA JORGE

JEFE DCEPSE
TELÉFONO: 787.521.5036

SUPLIDOR: PRO ENERGY SUPPLIES - REPRESENTANTE GE PROLEC
TELÉFONO: 787.365.7188

COMPRADORA AEE:

YADIRA L. LUGO CORDERO
SUPERVISORA DE COMPRAS
TELÉFONO: 787.521.3235
EMAIL: YADIRA.LUGO@AEEPR.COM

CLÁUSULA DE SERVICIOS INTERAGENCIALES

AMBAS PARTES CONTRATANTES RECONOCEN Y ACCEDEN A QUE LOS SERVICIOS CONTRATADOS PODRÁN SER BRINDADOS A CUALQUIER ENTIDAD DE LA RAMA EJECUTIVA CON LA CUAL LA ENTIDAD CONTRATANTE REALICE UN ACUERDO INTERAGENCIAL O POR



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DISPOSICIÓN DIRECTA DE LA SECRETARÍA DE LA GOBERNACIÓN. ESTOS SERVICIOS SE REALIZARÁN BAJO LOS MISMOS TÉRMINOS Y CONDICIONES EN CUANTO A HORAS DE TRABAJO Y COMPENSACIÓN CONSIGNADOS EN ESTE CONTRATO. PARA EFECTOS DE ESTA CLÁUSULA, EL TÉRMINO "ENTIDAD DE LA RAMA EJECUTIVA" INCLUYE A TODAS LAS AGENCIAS DEL GOBIERNO DE PUERTO RICO, ASÍ COMO A LAS INSTRUMENTALIDADES Y CORPORACIONES PÚBLICAS Y A LA OFICINA DEL GOBERNADOR.

CLÁUSULA DE TERMINACIÓN

LA SECRETARÍA DE LA GOBERNACIÓN TENDRÁ LA FACULTAD PARA DAR POR TERMINADO EL PRESENTE CONTRATO EN CUALQUIER MOMENTO.

CORRELACIÓN DE DOCUMENTOS

EN CASO DE DISCREPANCIA O CONFLICTO ENTRE LAS DIFERENTES PARTES DE LOS DOCUMENTOS DEL CONTRATO, TALES COMO: LOS TÉRMINOS Y CONDICIONES, ESPECIFICACIONES TÉCNICAS Y LA PROPOSTA, ÉSTOS DEBEN TENER PRIORIDAD EN EL ORDEN DADO. LOS TÉRMINOS Y CONDICIONES DEL CONTRATO PREVALECERÁN SOBRE CUALESQUIERA TÉRMINOS Y CONDICIONES CONFLICTIVOS CONTENIDOS EN LA PROPOSTA DE LICITACIÓN DEL CONTRATISTA.

Terms and Conditions - Text

PH000001 004 EQUAL OPPORTUNITY
EQUAL OPPORTUNITY.

By accepting this Purchase Order, the Seller certifies that it will not discriminate on the basis of race, color, national origin, sex, religion, age, disability, veteran status or in any way otherwise prohibited by law and will indemnify Buyer against any claims arising from such unlawful discrimination by Seller.

PH000002 005 COMPLIANCE WITH LAWS.
COMPLIANCE WITH LAWS.

Seller warrants that the Materials, Services or Work Product shall be performed, produced, priced, sold and delivered in strict compliance with all applicable local, domestic and international laws, rules and regulations.

PH000004 005 INFRINGEMENT
INFRINGEMENT.

Seller shall hold harmless, defend and indemnify Buyer, its affiliates and its and their respective employees, officers and directors from and against all claims, demands, losses or damages, costs or expenses



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(including attorneys' fees and other expenses incident thereto) arising out of any infringement, or any alleged infringement, of any intellectual property rights, including rights arising under any patent, copyright, trademark, license and trade secret, in connection with any Material, Work Products, or Services, except to the extent any infringement resulted from designs provided by Buyer to Seller. Without limiting the foregoing, the Seller shall, at its own expense (i) procure for the Buyer an irrevocable royalty-free license or right to continue using such Materials, Work Product or Services (ii) with Buyer's prior written approval, replace the infringing Material, Work Product, or Services with substantially equal but non-infringing Materials, Work Product or Services or (iii) with Buyer's prior written authorization, modify the infringing Materials, Work Product or Services so it becomes non-infringing; provided that no such replacement or modification shall in any way amend or relieve Seller of its warranties and guarantees set forth in this Order.

PH000006 016 CLAUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDE
CLÁUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDERALES

EN CUMPLIMIENTO CON LA SECCIÓN 2906 DEL ARTÍCULO 2, DEL CÓDIGO DE RENTAS INTERNAS DE PUERTO RICO, LA AUTORIDAD DE ENERGÍA ELÉCTRICA ESTÁ EXENTA DEL PAGO DEL ARBITRIO GENERAL DEL 6.6%. ADEMÁS, A PARTIR DEL 15 DE NOVIEMBRE DE 2006, ESTÁ EXENTA DEL PAGO DEL IMPUESTO A LA VENTA Y USOS (IVU) ESTATAL Y MUNICIPAL POR VIRTUD DE LA SECCIÓN 2508 DE LA LEY 117 DEL 4 DE JULIO DE 2006, CONOCIDA COMO LA LEY DE JUSTICIA CONTRIBUTIVA.

* LAS FACTURAS TIENEN QUE DETALLAR EL CONCEPTO DE LA COMPRA O SERVICIO.

LOCAL AND FEDERAL TAXES CLAUSE

IN COMPLIANCE WITH PUERTO RICO'S INTERNAL REVENUE SERVICE CODE, SECTION 2906, ARTICLE 2, PUERTO RICO ELECTRIC POWER AUTHORITY IS EXEMPT OF 6.6% TAX PAYMENT, ALSO, STARTING ON NOVEMBER 15TH, 2006; AND IN ACCORDANCE TO LAW 117 OF 4TH OF JULY OF 2006, KNOWN AS "LEY DE JUSTICIA CONTRIBUTIVA"; PREPA IS EXCEMPT OF "IVU (IMPUESTO A LA VENTA Y USOS ESTATAL Y MUNICIPAL)" TAX PAYMENT.

INVOICES SHALL INCLUDE ALL DETAILS RELATED TO GOOD OR SERVICE PURCHASED.

PH000007 004 APPLICABLE LAW
APPLICABLE LAW.

This Order will be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without regard to its principles regarding conflicts of laws. Exclusive jurisdiction and venue for any



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action arising hereunder will be in Puerto Rico, whether in Federal or Commonwealth Court.

PH000011 006 CHANGES TO ORDER.
CHANGES TO ORDER.

No modifications, changes or substitutions of Materials, Services or Work Product or extra charges of any kind or change in or cancellation of or waiver of or exception to any of the terms or conditions of this Order will be recognized unless authorized by Buyer in writing. Buyer may direct, in writing, changes, including additions to or deletions from the quantities of Materials, Work Product or Services originally ordered, or in the specifications or drawings. Unless otherwise agreed to by the parties, if any such change causes an increase or decrease in the cost of, or the time required for performance hereunder, an equitable adjustment shall be made in the price and/or delivery schedule. Any claims for adjustment shall be asserted by Seller no later than thirty (30) days from the date of Seller's receipt of notice of such change. Nothing contained herein shall excuse Seller from proceeding with a change directed by Buyer prior to negotiation of any adjustment. Notwithstanding the foregoing, mutually agreeable adjustments for any changes under this Order may be made by a written Order revision from one party which is confirmed in writing by the other party.

PH000031 009 CONFIDENTIALITY
CONFIDENTIALITY.

This Order and all plans, drawings, designs and specifications which may be supplied by Buyer to Seller shall remain the property of Buyer and any information derived there from or otherwise communicated to the Seller in connection with this Order shall be regarded by Seller as strictly confidential and shall not, without the prior written consent of Buyer, be disclosed to any third party or made use of by Seller.

PH000033 009 FORCE MAJEURE
FORCE MAJEURE.

Neither party shall be in breach of the Order to the extent that any delay or default in performance is due to Force Majeure. The term "Force Majeure" will mean any cause which is not within the control of the party claiming force majeure and which, by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, flood, fire, tornado, governmental order, insurrections, riots and wars. Within seven (7) days of the commencement of an event of Force Majeure, the party affected thereby will provide the other party with written



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notice of the event. Any event of Force Majeure shall not affect Buyer's right of termination as set forth in TERMINATION Section hereof.

PH000037 007 TERMINOS PARA RETENCION EN EL ORIGEN
INFORMACION SOBRE RETENCIÓN EN EL ORIGEN

LA AUTORIDAD RETENDRÁ EL EQUIVALENTE AL 7% DE TODO PAGO POR SERVICIOS PRESTADOS QUE SE EFECTÚE BAJO ESTE CONTRATO, DE CONFORMIDAD CON EL CÓDIGO DE RENTAS INTERNAS DE PUERTO RICO DE 1994, SECCIÓN 1143, SEGÚN ENMENDADA. NO OBSTANTE, SE DISPONE QUE LA RETENCIÓN A EFECTUARSE POR LA AUTORIDAD BAJO LAS DISPOSICIONES DE LA PRESENTE CLÁUSULA PODRÍA AUMENTAR A:

20% EN CASO DE QUE EL PROFESIONAL FUERA UN INDIVIDUO NO RESIDENTE CIUDADANO DE LOS ESTADOS UNIDOS DE CONFORMIDAD CON EL CÓDIGO DE RENTAS INTERNAS DE PUERTO RICO DE 1994 , SECCION 1147; O UN 29% EN CASO DE QUE EL POFESIONAL FUERA UN INDIVIDUO NO RESIDENTE Y NO CIUDADANO DE LOS ESTADOS UNIDOS, O UNA CORPORACIÓN O SOCIEDAD EXTRANJERA NO DEDICADA A INDUSTRIA O NEGOCIO EN PUERTO RICO, DE CONFORMIDAD CON EL CÓDIGO DE RENTAS INTERNAS DE PUERTO RICO DE 1994, SECCIONES 1147 Y 1150.

SI EL DEPARTAMENTO DE HACIENDA HA EMITIDO UN CERTIFICADO DE RELEVO A FAVOR DEL PROFESIONAL, ES RESPONSABILIDAD DE ÉSTE, SOMETER COPIA DEL RELEVO A LA AUTORIDAD PARA CADA AÑO NATURAL, DE LO CONTRARIO, LOS PAGOS SEGUIRÁN SUJETOS A LA RETENCIÓN EN EL ORIGEN. TODA FACTURA DEBE DETALLARSE POR CONCEPTOS (SERVICIOS, MATERIALES, EQUIPO, ETC.) PARA IDENTIFICAR LAS PARTIDAS SUJETAS A RETENCIÓN Y EVITAR DESCUENTOS INDEBIDOS.

LA AEE PUEDE TERMINAR ESTE CONTRATO UNILATERALMENTE, EN CASO DE QUE EL CONTRATISTA NO OBSERVE CUALQUIERA DE LAS CLÁUSULAS ANTERIORES, POR CUALQUIER FALLA EN EL CUMPLIMIENTO CON CUALQUIERA DE LAS DISPOSICIONES DEL CONTRATO, INCLUYENDO ESTE ADDENDUM, MEDIANTE LA PREVIA NOTIFICACIÓN POR ESCRITO AL CONTRATISTA DENTRO DEL TÉRMINO DE TREINTA DÍAS ANTES DE COBRAR EFECTIVIDAD LA TERMINACIÓN.

PH000038 005 NONWAIVER.
NONWAIVER.

No waiver by any party of any condition, or of any breach of any provision contained in this Order, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other provision.

PH000040 007 RELATIONSHIP OF THE PARTIES.
RELATIONSHIP OF THE PARTIES.



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Seller is an independent contractor. This Purchase Order does not create a partnership or joint venture between Seller and Buyer. Seller is not an agent of Buyer, and Seller has no authority to act on behalf of Buyer. Except as otherwise provided in this Purchase Order, Seller will provide any and all labor, supervision, materials, and equipment necessary to provide the Materials, Services or Work Product as set forth in this Order, and Seller will obtain any and all permits and authorizations required by applicable law to provide such Materials, Services or Work Product. Seller will control the means and manner of the providing of the Materials, Services or Work Product. Seller's personnel will not be considered employees of Buyer, and Buyer will not provide Seller's personnel with wages, salaries, or benefits.

PH000057 005 TERMINATION
TERMINATION.

Buyer may, at its option, cancel any unfulfilled Order, in which event Buyer's only obligation shall be to pay for Materials shipped or Work Product or Services performed prior to the receipt cancellation; provided, however, that if this Order covers Materials manufactured to Buyer's specifications, upon receipt of notice of cancellation, Seller shall stop all performance except as otherwise directed by Buyer, and if Seller is not in breach of this Order, Buyer shall pay Seller's actual, direct, unavoidable and reasonable costs resulting from such termination, not to exceed the total price of the Materials, Work Product or Services stated in this Order. Upon such payment, title to any Materials or Work Product, including uncompleted Materials or Work Product, shall pass to Buyer. In the event of default by Seller in the performance of any obligation hereunder, including time of delivery, or in the event it becomes apparent that delivery cannot be accomplished within the time specified, Buyer may, at its option, cancel this Order entirely, without penalty or liability (except for Materials received and accepted.) All provisions necessarily requiring survival beyond any termination of this Order, including, but not limited to, those relating to audit, choice of law, confidentiality, indemnity, title and warranty shall survive any such termination.

* * * End of Contract * * *