

**CONTRACT FOR UPGRADING AND REPLACEMENT OF
PAD MOUNTED TRANSFORMERS TO
DISTRIBUTION TYPE TRANSFORMERS**

KNOW ALL MEN BY THESE PRESENTS:

SEP 23 2022


This AGREEMENT is made and entered into this ___ day of _____ 2022 in FAB, Mariveles, Bataan, by and between:

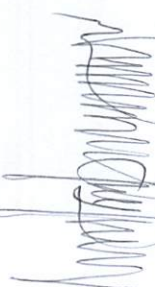
The **AUTHORITY OF THE FREEPORT AREA OF BATAAN**, a body corporate created and existing under Republic Act No. 9728, as amended by Republic Act No. 11453, with office address at the Second Floor, AFAB Administration Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its Administrator, **EMMANUEL D. PINEDA**, hereinafter referred to as the "AFAB";

- and -

FBF ELECTRIC AND POWER SERVICES, INC., a duly organized and existing corporation under Philippine laws, with office address at #891 Purok 6, Barangay General Lim, Orion, Bataan, represented herein by its Operations Manager, **ANTONIO B. RUAYA**, who is likewise duly authorized, hereinafter referred to as the "SUPPLIER."

WITNESSETH:

 **WHEREAS**, the AFAB invited Bids for certain goods for the **UPGRADING AND REPLACEMENT OF PAD MOUNTED TRANSFORMERS TO DISTRIBUTION TYPE TRANSFORMERS**, with an approved budget of Thirteen Million Pesos and 00/100 (Php 13,000,000.00) for a period of ninety (90) calendar days;

 **WHEREAS**, a competitive bidding process was conducted by the AFAB in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations, and the SUPPLIER was selected having submitted the single calculated and responsive bid;

WHEREAS, the SUPPLIER has expressed willingness to supply and deliver the said requirement of the AFAB;

NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the AFAB and the SUPPLIER, hereinafter collectively referred to as the "PARTIES", agree as follows:

1. The first part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

3. The third part of the document is a list of names and addresses of the members of the committee.

4. The fourth part of the document is a list of names and addresses of the members of the committee.

5. The fifth part of the document is a list of names and addresses of the members of the committee.

6. The sixth part of the document is a list of names and addresses of the members of the committee.

7. The seventh part of the document is a list of names and addresses of the members of the committee.

8. The eighth part of the document is a list of names and addresses of the members of the committee.

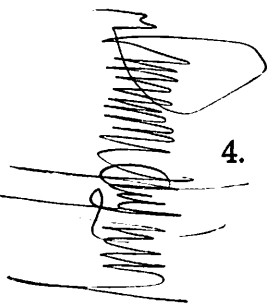
9. The ninth part of the document is a list of names and addresses of the members of the committee.

10. The tenth part of the document is a list of names and addresses of the members of the committee.

11. The eleventh part of the document is a list of names and addresses of the members of the committee.



1. The consideration for the full and faithful performance and accomplishment of all obligations specified in this Agreement which the SUPPLIER agrees to undertake, perform and accomplish, the AFAB shall pay the SUPPLIER the total contract price of **TWELVE MILLION NINE HUNDRED FORTY SEVEN THOUSAND EIGHT HUNDRED TWENTY SEVEN PESOS AND 20/100 (PHP 12,947,827.20)** after satisfactorily completing the supply and delivery of utility transformers.
2. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
3. The following documents shall be deemed integral parts of this Agreement and the terms and conditions embodied therein shall be deemed reproduced herein by reference and/or incorporation:
 - a. the Bid Form, the Price Schedule, the Schedule of Requirements, and the Technical Specifications submitted by the SUPPLIER;
 - b. the other documents/statements contained in the bidding envelopes submitted by the SUPPLIER;
 - c. the Project Specifications posted in the PhilGEPS;
 - d. the additional Post-Qualification Documents submitted by the SUPPLIER;
 - e. the Invitation to Bid and Bid Documents issued to the SUPPLIER including Bid Bulletin/s (if any) and Minutes of Pre-Bid Conference;
 - f. the Resolution of the Bids and Awards Committee declaring the Single Calculated and Responsive Bidder and Recommendation for Award;
 - g. the Entity's Notice of Award with the SUPPLIER's conforme thereto;
 - h. the SUPPLIER's Performance Bond; and
 - i. Other requirements of laws, rules and regulations and executive orders applicable thereto.
4. The SUPPLIER shall furnish all labor, materials, equipment and supplies, and the performance of all operations necessary for the complete implementation of the PROJECT, all in strict compliance with the terms and conditions of this Agreement, as well as all the applicable terms and conditions of the documents listed in Item Number 3 above.
5. Payment for the Project shall be made upon the actual and satisfactory supply and delivery of utility transformers and related goods by the SUPPLIER, as evidenced by a Certificate of Acceptance to be issued by the AFAB. The




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schedule of delivery within the duration of this Agreement, as provided in the Project Specifications, shall be strictly complied with by the SUPPLIER.

6. In relation to this Agreement, the SUPPLIER shall pay taxes in full and on time and failure to do so will entitle the AFAB to suspend payment of the services rendered by the SUPPLIER.
7. The SUPPLIER is the sole employer of all the workers assigned under this Agreement and shall be solely responsible and liable for strict compliance with all pertinent labor legislation, rules and regulations. No employer – employee relationship exists between the AFAB and the SUPPLIER or any of the workers in the SUPPLIER’s employ. Neither is there deemed any agency, partnership, license or joint venture. The SUPPLIER holds the AFAB absolutely free and clear by any of the said workers, for any reason whatsoever.
8. The terms and conditions herein set forth shall be automatically modified by the applicable provisions of laws, rules and regulations, especially as they pertain to minimum wage rates and other statutory benefits of the workers.
9. It is understood that the SUPPLIER provides a minimum of one (1) year warranty on all parts and components of the goods to be supplied and delivered, including factory defects in materials and workmanship, and after-sales services. This warranty shall be reckoned after the final turnover of the products. Likewise, during the duration of the warranty period, maintenance and inspection shall be conducted.
10. The SUPPLIER shall warrant its goods from manufacturing defects. Defects found within the guarantee period shall be immediately corrected by the SUPPLIER upon receipt of written notice from the AFAB. Should the SUPPLIER fail to correct or replace said defects after a period of fifteen (15) days, the AFAB shall undertake the necessary corrective measures at the expense of the SUPPLIER.
11. The obligation for the warranty as provided in the preceding paragraph shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, as the case may be, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period; *Provided, however,* that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Agreement have been fully met.
12. Should the SUPPLIER fail to satisfactorily deliver goods under this Agreement within the specified delivery schedule, inclusive of duly granted extensions, if any, the SUPPLIER shall pay liquidated damages, and not by way of penalty, in the amount equivalent to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the PROJECT for each calendar



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by proper documentation and that the books should be kept up-to-date at all times.

The second part of the document outlines the various methods used to collect and analyze data. It describes the process of gathering information from different sources and how it is then processed to identify trends and patterns.

The third part of the document provides a detailed overview of the financial statements. It explains how these statements are prepared and what they represent, including the balance sheet, income statement, and cash flow statement.

The fourth part of the document discusses the role of internal controls in ensuring the accuracy and reliability of the financial information. It highlights the importance of having a strong control environment to prevent errors and fraud.

The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the need for continuous improvement and regular audits to maintain the highest standards of financial reporting.

The following table provides a summary of the data collected during the study. It shows the distribution of responses across different categories and highlights the most significant findings.

Category	Frequency	Percentage
Category A	15	15%
Category B	25	25%
Category C	35	35%
Category D	15	15%

The data indicates that Category C is the most prevalent, followed by Category B. Categories A and D represent smaller portions of the total sample.

The results of the study suggest that there is a strong correlation between the variables being examined. This finding is supported by the statistical analysis conducted, which shows a significant positive relationship.

These findings have important implications for the field of study. They provide valuable insights into the underlying mechanisms and can be used to inform future research and practical applications.

In conclusion, the study has successfully identified the key factors and their relationships. The results are consistent with the theoretical framework and provide a solid foundation for further exploration.

The study was supported by the following grants and funding sources:

The authors would like to express their gratitude to the following individuals and organizations for their support and assistance throughout the project:

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day of delay, including Sundays and Holidays, until the work is completed and accepted by the AFAB, in accordance with the formula and conditions set forth in the existing rules and prevailing rules and regulations; *Provided*, that the payment of liquidated damages shall not in any manner relieve the SUPPLIER from its obligations and responsibilities under this Agreement.

13. The SUPPLIER shall commence the execution of this Agreement within seven (7) calendar days from receipt of the Notice to Proceed, and must comply with its obligations under this Agreement within ninety (90) calendar days from date of commencement, unless otherwise terminated for failure of the SUPPLIER to perform its obligations under this Agreement, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated 22 December 2004).
14. This Agreement shall take effect upon the date of receipt by the SUPPLIER of the Notice to Proceed from the AFAB.

IN WITNESS WHEREOF, the parties have set their hands on the date and at the place first written above.

**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**

**FBF ELECTRIC AND POWER
SERVICES, INC.**

BY:

BY:





EMMANUEL D. PINEDA
Administrator



ANTONIO B. RUAYA
Operations Manager

SIGNED IN THE PRESENCE OF:



Alewin Aidan K. Ong
Deputy Administrator for Operations

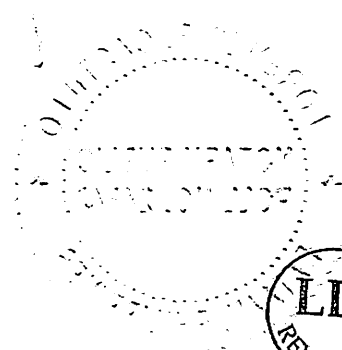


Khatison Joyce F. Dizon
Finance Manager
FBF Electric and Power Services Inc.

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ACKNOWLEDGMENT

Republic of the Philippines)
Mariveles, Bataan) S.S.

BEFORE ME, this SEP 23 2022 of _____ 2022 in Mariveles, Bataan, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
EMMANUEL D. PINEDA	Passport No. P094436B	DFA Manila/7 March 2029
ANTONIO B. RUAYA	DRIVER'S LICENSE # 02 - 18 - 002789	EXPIRY DATE: 2023/01/07

both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed, as well as that of the entities they represent.

This instrument refers to the "CONTRACT FOR UPGRADING AND REPLACEMENT OF PAD MOUNTED TRANSFORMERS TO DISTRIBUTION TYPE TRANSFORMERS" that consists of five (5) pages including the page whereon this acknowledgment is written, and which is signed by the Parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the date and at the place first written above.

Notary Public

Doc. No. 7 ;
Page No. 3 ;
Book No. XXX ;
Series of 2022.

Atty. **LORENZO B. CASTILLO**
NOTARY PUBLIC until December 31, 2023
For and in the PROVINCE OF BATAAN
Notarial Commission No.2021-002 - ML
1/F FAB Post Office Bldg., Mariveles, Bataan
Roll No.24642; MCLE VII-0012139 03/07/2022.
IBP No.170486 12/16/21;PTR No.10980481 01/03/2022

THE NOTARIAL PUBLIC No. 10804810100003
Roll No. 3412; MILE VII-001132 05000033
IN THE Post Office Bldg., Marikina, Laguna
Notarial Commission No. 2021-002 - VII
For and in the PROVINCE OF LAGUNA
NOTARIAL PUBLIC until December 31, 2022
Atty. LORENZO B. CASTAÑO

