ARTICLE XVII 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 prosecution; 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).

ARTICLE XVIII 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 XIX 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.

Business Development Manager

PAULO C. SALVADOR

Vice President, Admin and Finance ALEXANDER P. JAPON

FERNANDO MARTIN Y. ROXAS President and CEO

Contract between NPC and Coulomb Energy Technik, Inc. Supply, Delivery, Erection / Installation, Testing and Commissioning of 7.97 / 13.8 kV Distribution Line at Lugus Island, Lugus, Sulu Contract No. LOG MSSP 2023-08-065-ALC

AFG-LOG-007.F01 Rev. No. 0 Sheet 11 of 14

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 154 h day of September, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC)

COULOMB ENERGY TECHNIK, INC.

(CONTRACTOR)

BY:

FERNANDO MARTIN Y. ROXAS

President and CEO

BY:

PAULO C. SALVADOR

Business Development Manager

SIGNED IN THE PRESENCE OF:

ALEXANDER P. JAPON

Vice President, Admin & Finance (NPC)

MTRACTOR)

JOHN JEROME G. DIZON, REE Operations Manager Coulomb Energy Technik Inc

FUNDS AVAILABLE

LORLINA E. BOMEDIANO

Sr. Dept. Manager, Finance

CERTIFIED FUNDS AVAILABLE
PERIOD WOYS
JOB ORDER WO # 16300004
COST CENTER: 5300303
AMOUNT P22,749,605,18

REPUBLIC OF THE PHILIPPINES) QUEZON CITY) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of 15 2023, personally appeared MR. FERNANDO Y. ROXAS, President and CEO, NATIONAL POWER MARTIN Y. CORPORATION, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) 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.

Page No. Book No.

Doc. No. 15

Series of 2023.

ATTY, RODOLFO M. DE GUZMAN, JR.

Notary Public

PTR/No.:

Until December 31, 2023 IBP Lifetime No.:____

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 'CLE No. VII-0016459; 4/27/2022; Pasig C.: v 4th Floor NPC Office Building Quezon Ave. cor. BIR Road

Diliman, Quezon City

Contract between NPC and Coulomb Energy Technik, Inc. Supply, Delivery, Erection / Installation, Testing and Commissioning of 7.97 / 13.8 kV Distribution Line at Lugus Island, Lugus, Sulu Contract No. LOG MSSP 2023-08-065-ALC

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME a Notary Public for and in Quezon City, Philippines, this day of 202023, personally appeared MR. PAULO C. SALVADOR, Business Development Manager, COULOMB ENERGY TECHNIK, INC. with Identification Document in the form of DRIVERS LICENSE, issued by LTO at CAVITE, on NO4-08-0135655, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) 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.: 392 Page No.: 80 Book No.: 49 Series of 2023.

PTR # A-672-8261 JAN. 03, 2023 Taguig City
PO. 245816/10/06/2022 RSM (FOR YR. 2023)
ROLL NO. 41969
MCLE COMP. NO. VII NO. 0028567

Contract between NPC and Coulomb Energy Technik, Inc. Supply, Delivery, Erection / Installation, Testing and Commissioning of 7.97 / 13.8 kV Distribution Line at Lugus Island, Lugus, Sulu Contract No. LOG MSSP 2023-08-065-ALC

NATIONAL POWER CORPORATION

BY:

SIGNED IN THE PRESENCE OF:

COULOMB ENERGY TECHNIK, INC.

(CONTRACTOR)

BY:

Business Development Manager PAULO C. SALVADOR

ANNEX A

BID PRICE SCHEDULE SUMMARY

Vice President, Admin and Finance (NPC) ALEXANDER P. JAPON

FERNANDO MARTIN Y. ROXAS / President and CEO SUPPLY, DELIVERY, ERECTION / INSTALLATION, TESTING AND COMMISSIONING OF 7.97 / 13.8 KV DISTRIBUTION LINE AT LUGUS ISLAND, LUGUS, SULU

S4-PIC23-010 / PB230522-HG00116 (RAA)

TEM		
No.	PARTICULARS	TOTAL AMOUNT
1.1	7.97 / 13.8 KV Distribution Line	a
1.2	7.97 / 13.8 KV Steel Poles with Universal Holes. Grounding Clause	
	Guying Attachment for Different Type of Structures	10,109,908.37
1.3	7.97 / 13.8 KV 35 Footer Wood Poles with Universal Holes, Grounding	00000
	Clamp and Guying Attachment	428,905.12
4.1	Structure Dressing	
1.5	Guying, Anchor, Transformer. Secondary and Miscellanders	1,826,967.83
1.6	Primary Conductor, 1/0 AWG ACSP 6 AT / 1 C41 C41 C41 C41 C41 C41 C41 C41 C41 C	1,283,160.33
1.7	Primary Neutral Cond #2 AWG ACSD 6 At 14 St. 25.	1,307,187.54
1.8	Single Wire Insulated 600V #2 AWG AAG 7 AT 5.	309,396.88
1.9	Fuse Links for Fire Cutoute	52,476.48
1.10	Household Connection Materials	3,721.06
1.11	Lineman's Tools	4,966,650.00
	'	1,423,793.97
	TOTAL AMOUNT	P 22.249.605.18

Contract between NPC and Coulomb Energy Technik, Inc. Contract No. LOG MSSP 2023-08-065-ALC Page 1 of 1

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