

NATIONAL POWER CORPORATION
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:

ALEXANDER P. JAPON
VP - Admin & Finance
(NPC)

FUSILLIA B. PEREZ
(CONTRACTOR)

COULOMB ENERGY TECHNIK, INC.
(CONTRACTOR)

BY:

JOHN JEROME G. DIZON
Assistant Operations Manager

CONTRACT NO. LOG MSSP 2022-12-132-ZCT

**SUPPLY, ERECTION/INSTALLATION, TESTING AND
COMMISSIONING OF 7.97/13.8KV DISTRIBUTION LINE
CLAVERIA, MASBATE
(EXTENSION) PROJECT AT MABABANG BAYBAY TO CALPI,
PR NO. HO-PIG22-018 / PB221112-JD00423**

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 President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to
represent it in this transaction, hereinafter referred to as **NPC**;

- and -

COULOMB ENERGY TECHNIK, INC., a corporation
duly organized and existing under and by virtue of the laws of
Republic of the Philippines with office address at Km. 29, E.
Aguinaldo Highway, Salitran 2, Dasmarinas City, Cavite, herein
represented by its Assistant Operations Manager, **MR. JOHN
JEROME G. DIZON**, who is duly authorized to represent it in
this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 30 October 2022, NPC posted the Invitation to Bid
for the Public Bidding for the Supply, Erection/Installation, Testing and
Commissioning of 7.97/13.8kV Distribution Line (Extension) Project at
Mababang Baybay to Calpi, Claveria, Masbate;

WHEREAS, there were two (2) prospective bidders who secured
the bidding documents and participated in the bidding conducted on 22
November 2022 on the aforesaid undertaking;

WHEREAS, CONTRACTOR'S bid offer was considered as the
lowest calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

Contract between NPC and Coulomb Energy Technik, Inc.
(Extension) Project at Mababang Baybay to Calpi, Claveria, Masbate
Supply, Erection/Installation, Testing and Commissioning of 7.97/13.8kV Distribution Line
Contract No. LOG MSSP 2022-12-132-ZCT

NATIONAL POWER CORPORATION
(NPC)

SIGNED IN THE PRESENCE OF:

COULOMB ENERGY TECHNIK, INC.
(CONTRACTOR)

BY:

Fernando Martin Y. Roxas
FERNANDO MARTIN Y. ROXAS
President and CEO

Alexander P. Japon
ALEXANDER P. JAPON
VP-Admin & Finance
(NPC)

Priscilla S. Creighton
PRISCILLA S. CREIGHTON
(CONTRACTOR)

BY:

John Jerome G. Dizon
JOHN JEROME G. DIZON
Assistant Operations Manager

CONTRACTOR shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, fully and faithfully furnish all superintendence, labor, materials, supplies, tools and equipment (in accordance with the requirements of the Bidding Documents and Technical Specifications) for the Supply, Erection/Installation, Testing and Commissioning of 7.97/13.8 kV Distribution Line (Extension) Project at Mababang Baybay to Calpi,

Contract between NPC and Coulomb Energy Technik, Inc.
(Extension) Project at Mababang Baybay to Calpi, Claveria, Masbate
Supply, Erection/Installation, Testing and Commissioning of 7.97/13.8kV Distribution Line
Contract No. LOG MSSP 2022-12-132-ZCT
AFG-LOG-007.F01
Rev. No. 0
Sheet 2 of 14

ARTICLE II
SCOPE OF WORK

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

The documents mentioned above shall collectively be referred to as "Contract Documents".

8. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

- 7. Notice to Proceed; and
- 6. Notice of Award dated 22 December 2022;
- 5. CONTRACTOR's bid proposal dated 20 November 2022;
- 4. Bid Opening Report dated 23 November 2022;
- 3. Supplemental/Bid Bulletin dated 09 November 2022;
- 2. Post-qualification Report dated 06 December 2022;
- 1. Bidding Documents for the Supply, Erection/Installation, Testing and Commissioning of 7.97/13.8kV Distribution Line (Extension) Project a Mababang Baybay to Calpi, Claveria, Masbate;

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:

ARTICLE I
DOCUMENTS COMPRISING THE CONTRACT

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:

NATIONAL POWER CORPORATION
(NPC)

SIGNED IN THE PRESENCE OF:

COULOMB ENERGY TECHNIK, INC.
(CONTRACTOR)

BY:

Fernando
FERNANDO MARTIN Y. ROXAS
President and CEO

Alexander
ALEXANDER P. JAPON
VP-Admin & Finance
(NPC)

Ricardo A. Castro
RICARDO A. CASTRO
(CONTRACTOR)

BY:

John Jerome G. Dizon
JOHN JEROME G. DIZON
Assistant Operations Manager

The Works and services to be performed under this Contract shall essentially consist of, but not limited to the following:

CIVIL WORKS (STEEL POLE MATERIALS SPECIFICATIONS)

This specification covers the technical and associated requirements for tubular steel pole used for distribution lines of electric power transmission rated 7.97/13.8 kV. The poles shall be supplied complete with bolts, nuts, washers and miscellaneous fittings.


It is not NPC's intent to outline all the technical requirements or to set forth those requirements adequately covered by applicable codes and standards. Contractor shall furnish high quality work and materials meeting the requirements of this specification and electric industry standards.

The CONTRACTOR shall bear full responsibility that the steel poles have been fabricated in accordance with codes and standards specified herein.

CONTRACTOR shall furnish a complete set of fabrication drawings to NPC.

ELECTRICAL WORKS (DISTRIBUTION LINE)

1. Clearing of right-of-way (6 meters) wide from the entire route;
2. Final survey and staking of Steel Poles;
3. Supply, Delivery and Erection/Installation of Steel Poles, Line Hardware, Insulators, Primary and Neutral Conductors, etc.;
4. Dressing of Steel Poles, Guying and Ground wires;
5. Supply, Installation and Test of Distribution Transformers including its assemblies and accessories;
6. Supply, Installation and Test of Household Connection Materials;
7. Stringing of Overhead and Neutral Conductor including Ratcheting, Installation of Armor Rods, Armor Tapes, Tie-wires, etc.;
8. Stringing, installation and test of secondary conductor including its assemblies accessories;
9. Tapping connection to the existing distribution line;
10. Testing and commissioning of the Distribution Line System;
11. Furnishing and Installation of Pole Numbering; and
12. Supply of Lineman's Basic Equipment and Tools to be supplied as accessories and cost thereof shall be included.

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
VP - Admin & Finance
(NPC)


MIGUEL A. CAGAYAN
(CONTRACTOR)

BY: 
JOHN JEROME G. DIZON
Assistant Operations Manager

All other electrical equipment if specified shall be furnished and installed in accordance with relevant sections of this specifications. The Contractor shall submit all related drawings and document deemed necessary, prior to the execution of the work, subject to the approval of NPC

MINIMUM REQUIRED PERSONNEL

For the duration of the contract, the Contractor shall have the following minimum required personnel assigned to the project:

- a. One (1) Project Manager
- Professional Electrical Engineer (PEE) who had managed or supervised at least a similar project within the last ten (10) years.
- b. One (1) Project Engineer
- Registered Electrical Engineer or Registered Civil Engineer who had supervised at least one (1) similar project within the last ten (10) years. Must have at least five (5) years professional experience on similar project.
- c. One (1) Safety Officer 2

Construction Safety Officer who has completed at least forty (40) hours of Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE). Valid Professional Regulations Commission (PRC) license for professional personnel. Construction Safety and Health Training Certificate from OSHC/STOs accredited by DOLE for the Safety Officer, certificate of accreditation including ID card issued by DPWH for Materials Engineer, shall be submitted and included as an attachment in the Standard Form NPCSF-INFR-09 List of Key Personnel Proposed to be Assign to the Contract.

The above key personnel must either be employed by the CONTRACTOR or contracted to be employed for the project.

MINIMUM REQUIRED CONSTRUCTION EQUIPMENT


The list of construction equipment (owned or leased) shall include the following:

- I. UTILITY EQUIPMENT
- a. Cargo Truck with boom (10 - 15 Tons cap.) 1 unit
 - b. Crane (5 - 9 tons) 1 unit
 - c. High Bed Trailer 1 unit
 - d. Service Vehicle (pick-up/van) 1 unit
 - e. Tamping Tools 2 units

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President and CEO


ALEXANDER P. JAPON
VP - Admin & Finance
(NPC)


RICARDO B. DAGANSA
(CONTRACTOR)

BY: 
JOHN JEROME G. DIZON
Assistant Operations Manager

For and in consideration of the WORK to be undertaken by the CONTRACTOR as specified in the preceding Article II hereof, NPC shall pay the CONTRACTOR in Philippine Currency and in accordance with the Contract Documents, the unit and lump sum prices hereof in the estimated amount of **PHILIPPINE PESOS: TWENTY MILLION EIGHT HUNDRED THOUSAND THREE HUNDRED NINETEEN PESOS AND 91/100 (PHP 20,800,319.91).**

The CONTRACTOR shall complete the works as herein specified within **Two Hundred Twenty (220) calendar days**. The contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of works at the site. The number of calendar days shall be counted from the date of effectivity of the Notice to Proceed.

**ARTICLE III
COMMENCEMENT AND COMPLETION PERIOD**

The amount to be withheld for late submission of an updated Program of Work is One percent (1%) of contract amount.
The date by which "as built" drawings and operating and maintenance manuals are required is within Thirty (30) calendar days after completion of contract.
The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Five percent (5%) of contract amount.

II. STRINGING EQUIPMENT

- a. Puller - 1 unit
- b. Tensioner - 1 unit
- c. Stringing Sheaves for ACSR - 30 pcs.
- d. Stringing Sheaves for OHGW - 12 pcs.
- e. Hydraulic Compressor for Jointing, Clipping of ACSR & OHGW - 1 unit
- f. Tools for clamping/crimping of ACSR & OHGW - 2 sets

1) 1 - 10 ft. long
2) 1 - 7 ft. long

**ARTICLE IV
PAYMENTS**

NATIONAL POWER CORPORATION
(NPC)

BY:

Fernando Martin Y. Roxas
FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:

Alexander P. Japon
ALEXANDER P. JAPON
VP - Admin & Finance
(NPC)

Priscilla G. Chong
PRISCILLA G. CHONG
(CONTRACTOR)

COULOMB ENERGY TECHNIK, INC.
(CONTRACTOR)

BY:

John Jerome G. Dizon
JOHN JEROME G. DIZON
Assistant Operations Manager

All forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government, or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the CONTRACTOR.

ARTICLE V
EXTENSION OF CONTRACT

No extension of contract time shall be granted to the CONTRACTOR due to (i) ordinary unfavorable weather conditions; (ii) inexcusable failure or negligence of CONTRACTOR to provide the required supplies, materials or equipment; and (iii) when the reason given for the extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of contract documents agreed upon by the parties before contract perfection.

NPC shall not be liable for any claim associated with the extension of contract time unless it has examined the facts as well as the extent of delay, and has agreed in writing that the CONTRACTOR is entitled for an extension of time.

ARTICLE VI
ENTIRE CONTRACT

This is an entire contract for one whole complete work and that partial payments made by NPC, or the use of parts of the work, or its equivalent, shall not constitute as an acceptance of any part of the work before its entire completion and final acceptance in writing by NPC.

ARTICLE VII
CONTRACTOR'S LIABILITY

The Parties hereby agree that the employees of the CONTRACTOR are not employees of NPC. NPC shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR, including its sub-contractor, agent or supplier, whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify NPC for whatever injury or damages caused or occasioned by the failure, negligence or conduct of the CONTRACTOR and/or its employees, sub-contractors, agents, suppliers or consultants arising out in connection with or on the occasion of the performance of the Contract. The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations; and binds itself to save and hold NPC free and harmless from any and all liability in respect thereof and/or arising there

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President and CEO


ALEXANDER P. JAPON
VP-Admin & Finance
(NPC)


ERICULA G. SOTOLEROS
(CONTRACTOR)

BY: 
JOHN JEROME G. DIZON
Assistant Operations Manager

NPC or its duly authorized representative shall have the authority to suspend the work, wholly or partly, by written order for periods as may be deemed necessary due to force majeure, fortuitous event, failure on the part of the CONTRACTOR to correct bad working conditions which are

SUSPENSION OF WORK
ARTICLE XI

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

AGREEMENT MODIFICATION
ARTICLE X

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

NON-ASSIGNMENT AND NO SUBCONTRACT
ARTICLE IX

The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by NPC and shall be held responsible for any damage or destruction of works until final acceptance.

RESPONSIBILITY OF THE CONTRACTOR
ARTICLE VIII

from and/or by reason of this Contract and its implementation.

NATIONAL POWER CORPORATION
(NPC)

BY:

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:

[Signature]
ALEXANDER P. JAPON
VP-Admin & Finance
(NPC)

COULOMB ENERGY TECHNIK, INC.
(CONTRACTOR)

BY:

[Signature]
JOHN JEROME G. DIZON
Assistant Operations Manager

[Signature]
PRIVILEGE S. CASARON
(CONTRACTOR)

unsafe for workers or third parties, failure to carry out valid orders given by NPC, failure to perform any provisions of this contract, and due to adjustment of plans to suit field conditions as found necessary by NPC during construction. The CONTRACTOR shall immediately comply with work suspension, either wholly or partly.

ARTICLE XII
PRE-TERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the contractor gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

ARTICLE XIII
REMEDY AND RELIEF

Should there be any dispute or controversy in connection with this Contract, the Parties, as far as practicable, shall settle it amicably. In the event that such dispute or disagreement be not resolved to the parties' satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law". Provided, however, that disputes within the competence of the Construction Industry Arbitration Commission shall be submitted thereto, Arbitration proceedings shall be without prejudice to the right of the NPC to rescind or terminate this Contract.

Should NPC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to NPC for attorney's fees in the amount equivalent to twenty percent (20%) of the sum total claimed in the complaint, exclusive of other damages and the expenses of litigation.

In case of dispute or disagreement arises between NPC and the

NATIONAL POWER CORPORATION
(NPC)

BY: 

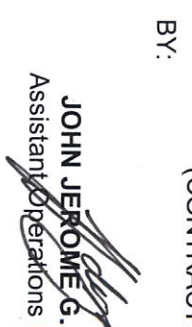
FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:


ALEXANDER P. JAPON
VP - Admin & Finance
(NPC)


PASCUAL S. ARAGON
(CONTRACTOR)

COULOMB ENERGY TECHNIK, INC.
(CONTRACTOR)

BY: 
JOHN JEROME G. DIZON
Assistant Operations Manager

CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR shall follow the instruction of NPC relative thereto, otherwise, the CONTRACTOR shall have no right to ask for arbitration or go to court for relief.

ARTICLE XIV
PERFORMANCE SECURITY

To guarantee the faithful performance of the CONTRACTOR'S obligation under this Contract, the CONTRACTOR shall post a performance security which shall remain valid and effective during the contract duration.

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank, if issued by a Foreign Bank equivalent to Ten Percent (10%) of the contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.
- c. Performance Securing Declaration.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

This performance security shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligation under this Contract including the defects liability period of one year. The Performance Security shall be entirely confiscated by NPC upon default of CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event

NATIONAL POWER CORPORATION
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(CONTRACTOR)

BY:

John Jerome G. Dizon
JOHN JEROME G. DIZON
Assistant Operations Manager

Alexander P. Japon
ALEXANDER P. JAPON
VP - Admin & Finance
(NPC)

Priscilla S. Alarcon
PRISCILLA S. ALARCON
(CONTRACTOR)

Fernando Martin Y. Roxas
FERNANDO MARTIN Y. ROXAS
President and CEO

BK:

Should CONTRACTOR fail to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR'S liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.

ARTICLE XVI
LIQUIDATED DAMAGES

To assure that any structural defects in the WORK shall be corrected by the CONTRACTOR, and to cover third party liabilities, the CONTRACTOR shall post a Guarantee Bond after the final acceptance of the Work. This is also a pre-requisite to the discharge and release to the CONTRACTOR of the retention money. The Guarantee Bond shall remain valid and effective for the period of one (1) year. The Guarantee Bond shall be posted before the release of the ten percent (10%) retention money provided for in the Bidding Documents. This shall be either in the form of Cash, Letter of Credit issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price, or Bank guarantee confirmed by Universal or Commercial bank equivalent to 10% of the total contract price or Surety Bond penal in nature and callable upon demand issued by any surety or insurance company duly certified by the Insurance Commission as authorized to issue such security, equivalent to thirty percent (30%) of the total contract price. The CONTRACTOR shall be held responsible for Structural Defects for the number of years mentioned in the Bidding Documents.

ARTICLE XV
GUARANTEE BOND

The performance security shall be discharged by NPC and return to the CONTRACTOR only after the required warranty security/guarantee bond shall have been posted by the CONTRACTOR.
that the extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

NATIONAL POWER CORPORATION

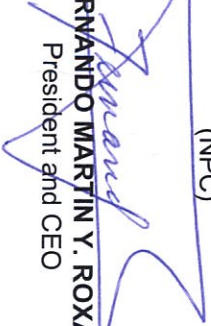
SIGNED IN THE

PRESENCE OF:

COULOMB ENERGY TECHNIK, INC.

(CONTRACTOR)

BY: _____ (NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

ALEXANDER P. JAPON
VP- Admin & Finance
(NPC)


PRISCILLA G. SANCHEZ
(CONTRACTOR)

BY: _____

JOHN JEREMIE G. DIZON
Assistant Operations Manager

Contract between NPC and Coulomb Energy Technik, Inc.
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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 XVIII
VALIDITY 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 execution; 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 XVII
WARRANTY CLAUSE**

**ARTICLE XIX
VENUE OF ACTION**

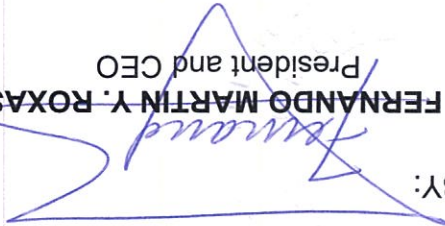
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 4th day of MAY, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

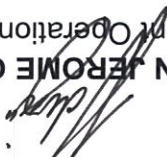
BY:



**COULOMB ENERGY
TECHNIK, INC.**
(CONTRACTOR)

BY:

JOHN JEROME G. DIZON
Assistant Operations Manager



SIGNED IN THE PRESENCE OF:

Francis G. Alarcon
(CONTRACTOR)

ALEXANDER P. JAPON
VP-Admin & Finance
(NPC)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO
Senior Department Manager, Finance

Mrs. L. Bomediano
Per Attached Exh No. 23-004

CERTIFIED FUNDS AVAILABLE	
PERIOD:	2023
JOB ORDER:	WOH J3007005
COST CENTER:	PH04903
AMOUNT:	₱ 20,820,319.91

(5)

Contract between NPC and Coulomb Energy Technik, Inc.
Supply, Erection/Installation, Testing and Commissioning of 7.97/13.8KV Distribution Line
(Extension) Project at Mababang Baybay to Calpi, Claveria, Masbate

REPUBLIC OF THE PHILIPPINES
QUEZON CITY
) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this MAY 04 2023 day of MAY 04 2023, 2023, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432 known to me and 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.: _____

ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-070 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2023
No. 7M Sgt. Borromeo St. cor. Panay Ave., Q.C.
IBP No. 259496; Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22

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Book No. 394
Series of 2023.

REPUBLIC OF THE PHILIPPINES
QUEZON CITY
) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines,
this day of APR 03 2023, personally appeared **MR. JOHN**

JEROME G. DIZON, Assistant Operations Manager, **COULOMB**

ENERGY TECHNIK, INC., with Identification Document in the form of

PRC ID, issued by PRC at MANILA,

on 09/21/2016, known to me and 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 Company 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.:

GAUDENCIO A. BARBOZA JR.

NOTARY PUBLIC

UNTN DEC. 31, 2024

PTR # A-5129261 JAN. 03, 2023 Taguig City,

IBP NO. 24849/10/06/2022 RSM(FOR YR. 2023)

ROLL NO. 41969

MGLE COMP. VI NO. 0021812

MARCH 29, 2019

App No. 61 (2023-2024)

Doc. No.: 108
Page No.: 35
Book No.: 25
Series of 2023.

NATIONAL POWER CORPORATION
(NPC)

SIGNED IN THE PRESENCE OF:

COULOMB ENERGY TECHNIK, INC.
(CONTRACTOR)

BY:

Fernando
FERNANDO MARTIN X. ROXAS
President and CEO

Alexander P. Japon
ALEXANDER P. JAPON
VP-Admin & Finance
(NPC)

Priscilla S. Lopez
PRISCILLA S. LOPEZ
(CONTRACTOR)

BY:

John Jerome G. Dizon
JOHN JEROME G. DIZON
Assistant Operations Manager

SECTION VII - SCHEDULE OF REQUIREMENTS

SUMMARY

BID PRICE SCHEDULE

HO-PIG22-018/PB221122-JD00423

SUPPLY, ERECTION/INSTALLATION, TESTING AND COMMISSIONING OF
7.97/13.8KV DISTRIBUTION LINE (EXTENSION) PROJECT AT MABABANG
BAYBAY TO CALPI, CLAVERIA, MASBATE

ITEM NO.	PARTICULARS	TOTAL AMOUNT	
		Phil. Peso	
1.1	RIGHT OF WAY	735,436.80	
1.2	7.97KV/13.8 STEEL POLES WITH UNIVERSAL HOLES, GROUNDING CLAMP AND GUYING ATTACHMENT FOR DIFFERENT TYPE OF STRUCTURES	12,050,741.08	
1.3	STEEL POLE STRUCTURE DRESSING	1,375,255.91	
1.4	GUYING ANCHOR, TRANSFORMER, SECONDARY AND MISCELLANEOUS ASSEMBLY	1,699,362.17	
1.5	PRIMARY CONDUCTOR	1,029,337.86	
1.6	PRIMARY NEUTRAL CONDUCTOR, #12 AWG ACSR, 6-AL/1-STL. STRANDING "SPARROW"	270,882.00	
1.7	SINGLE WIRE, INSULATED, 600V, #2 AWG AAC, 7-AL. STRANDS	157,753.04	
1.8	FUSE LINKS FOR FUSE CUTOFF	7,598.80	
1.9	HOUSEHOLD CONNECTION MATERIALS	2,664,258.00	
1.10	LINEMAN'S TOOL	809,694.25	
TOTAL AMOUNT:		20,800,319.91	