


BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


(CONTRACTOR)
JEROME G. DIZON REE
Operations Manager
Coulomb Energy Technik Inc


PAULO C. SALVADOR
Business Development Manager

CONTRACT NO. LOG MSSP 2023-08-065-ALC

SUPPLY, DELIVERY, ERECTION / INSTALLATION, TESTING AND COMMISSIONING OF 7.97/13.8 KV DISTRIBUTION LINE FOR LUGUS ISLAND, LUGUS, SULU
PR No. S4-PIC23-010 / PB230522-HG00116 (RAA)

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 Aguinaldo Hi-way, Salitran 2, Dasmariñas City, Cavite, Philippines herein represented by its Business Development Manager, **MR. PAULO C. SALVADOR**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 29 April 2023, NPC posted the Invitation to Bid for the Public Bidding for the Supply, Delivery, Erection / Installation, Testing and Commissioning of 7.97/13.8 kV Distribution Line for Lugus Island, Lugus, Sulu;

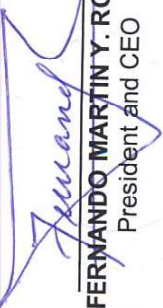
WHEREAS, there were three (3) prospective bidders who secured the bidding documents and participated in the bidding conducted on 22 May 2023 on the aforesaid undertaking;

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

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

BY:

BY:


FERNANDO MARTINY. ROXAS
President and CEO


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


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


PAULO C. SALVADOR
Business Development Manager

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 2 of 14

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

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. Bid Documents for the Supply, Delivery, Erection / Installation, Testing and Commissioning of 7.97/13.8 kV Distribution Line at Lugus Island, Lugus, Sulu, PR No. S4-PIC23-010/PB230522-HG00116(RAA);
2. Post-qualification Report dated 03 July 2023;
3. Bid Opening Report dated 08 June 2023;
4. Post-qualification Report dated 03 July 2023;
5. CONTRACTOR's bid proposal dated 18 May 2023;
6. Notice of Award dated 14 August 2023;
7. Notice to Proceed; and
8. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

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 latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

9

BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


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


PAULO C. SALVADOR
Business Development Manager

ARTICLE II
SCOPE OF CONTRACT

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, Delivery, Erection/Installation, Testing and Commissioning of 7.97/13.8 kV Distribution Line at Lugus Island, Lugus, Sulu.

The Scope of this Contract shall include all engineering services such as supply, delivery, erection / installation, testing and commissioning of distribution line materials.

The works required under the Contract are as follows:

1. Clearing of right-of-way (6 meters) wide from the entire route;
2. Final survey and staking of steel poles and wood poles;
3. Supply, Delivery and Erection/Installation of Steel Poles, Wood Poles, Line Hardware, Insulators, Primary and Neutral Conductors, etc.;
4. Dressing of 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 Racheting, 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 plant;
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 in the bid.

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


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

BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


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


PAULO C. SALVADOR
Business Development Manager

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 Construction Safety and Health Training (COSH) from Occupational 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, 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
 - 1) 1 – 10 ft. long
 - 2) 1 – 7 ft. long

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


9

BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


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


PAULO C. SALVADOR
Business Development Manager

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

CONTRACTOR shall submit the Program of Work to NPC within Ten (10) calendar days upon acceptance of the Notice of Award.

The period between Program of Work updates is Thirty (30) calendar days.

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.

ARTICLE III
COMMENCEMENT AND COMPLETION PERIOD

CONTRACTOR shall complete all the works specified in the bidding documents within **(200) calendar days**. The contract duration 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 IV
PAYMENTS

For and in consideration of the WORK to be undertaken by 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 total amount of **PHILIPPINE PESOS TWENTY TWO MILLION TWO HUNDRED FORTY NINE THOUSAND SIX HUNDRED FIVE PESOS AND 18/100 (PHP 22,249,605.18)**.

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

BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


(CONTRACTOR)
JOHN JEROM G. DIZON, REE
Operations Manager
Coulomb Energy Technik Inc


PAULO C. SALVADOR
Business Development Manager

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 6 of 14

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

9

BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


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


PAULO C. SALVADOR
Business Development Manager

**ARTICLE VIII
RESPONSIBILITY OF THE CONTRACTOR**

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.

**ARTICLE IX
NON-ASSIGNMENT AND NO SUBCONTRACT**

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 subcontract 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.

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.

**ARTICLE X
AGREEMENT MODIFICATION**

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.

**ARTICLE XI
SUSPENSION OF WORK**

NPC or its duly authorized representative shall have the authority to suspend the work, wholly or partly, by written order for period/s as may be deemed necessary due to force majeure, fortuitous event, failure on the part

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

9

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


(CONTRACTOR)
JOHN JEROME G. DIZON RIE
Operations Manager


PAULO C. SALVADOR
Business Development Manager

of the CONTRACTOR to correct bad working conditions which are 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
PRETERMINATION**

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.

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

9

BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


(CONTRACTOR)
JOHN JEROME C. DIZON, REE
Operations Manager
Coulomb Energy Technik Inc


PAULO C. SALVADOR
Business Development Manager

In case of dispute or disagreement arises between NPC and the 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 Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank: provided however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to ten (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.

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.

The 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 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

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


BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


(CONTRACTOR)
JOHN JEROME S. DIZON, REE
Operations Manager
Coulomb Energy Technik Inc


PAULO C. SALVADOR
Business Development Manager

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 10 of 14

after the contract time extension has been granted by NPC.

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.

**ARTICLE XV
GUARANTEE BOND**

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 XVI
LIQUIDATED DAMAGES**

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.

99

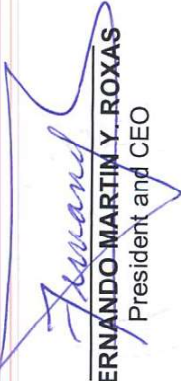
NATIONAL POWER CORPORATION
(NPC)

SIGNED IN THE PRESENCE OF:

COULOMB ENERGY TECHNIK, INC.
(CONTRACTOR)

BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


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


PAULO C. SALVADOR
Business Development Manager

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.

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

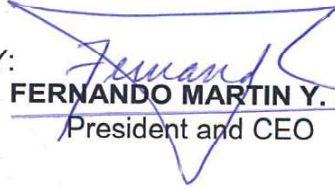
9

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 15th 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:

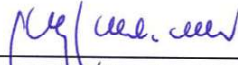

PAULO C. SALVADOR
Business Development Manager

SIGNED IN THE PRESENCE OF:


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


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

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Dept. Manager, Finance

5000

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2023
JOB ORDER	: WO # K300A04
COST CENTER	: 5300303
AMOUNT	: P 22,249,605.18

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 12 of 14

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of SEP 15 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 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. 261 ;
Page No. 48 ;
Book No. 2 ;
Series of 2023.

ATTY. RODOLFO M. DE GUZMAN, JR.
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 City
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

AFG-LOG-007.F01
Rev. No. 0
Sheet 13 of 14

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

PASIG CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of SEP 06 2023, 2023, 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 N04-08-0135655, 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.

GAUDENCIO A. BARBOZA JR.
NOTARY PUBLIC
UNTIL DEC. 31, 2024
PTR # A-5728261 JAN. 03, 2023 Taguig City
IBP NO. 248818/10/08/2022 RSM (FOR YR. 2023)
ROLL NO. 41969
MCLE COMP. NO. VII NO. 0028667
APRIL 19, 2023

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 14 of 14

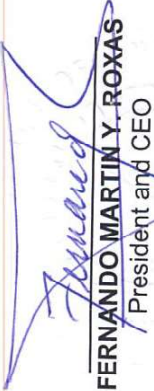
9

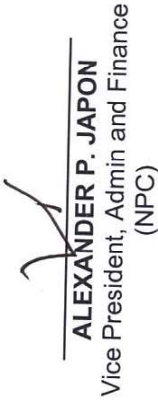
NATIONAL POWER CORPORATION
(NPC)

SIGNED IN THE PRESENCE OF:

COULOMB ENERGY TECHNIK, INC.
(CONTRACTOR)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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

(CONTRACTOR)

BY:


PAULO C. SALVADOR
Business Development Manager

ANNEX A

BID PRICE SCHEDULE SUMMARY

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)

ITEM NO.	PARTICULARS	TOTAL AMOUNT
1.1	7.97 / 13.8 KV Distribution Line	526,377.60
1.2	7.97 / 13.8 KV Steel Poles with Universal Holes, Grounding Clamps & 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 Clamp and Guying Attachment	439,965.12
1.4	Structure Dressing	
1.5	Guying, Anchor, Transformer, Secondary and Miscellaneous Assy	1,826,967.83
1.6	Primary Conductor, 1/0 AWG ACSR, 6-AI./ 1-Stl. Stranding "Raven"	1,283,160.33
1.7	Primary Neutral Cond., #2 AWG ACSR, 6-AI./1-Stl. Stranding "Sparrow"	1,307,187.54
1.8	Single Wire Insulated, 600V, #2 AWG AAC, 7-AI. Strands	309,396.88
1.9	Fuse Links for Fuse Cutouts	52,476.48
1.10	Household Connection Materials	3,721.06
1.11	Lineman's Tools	4,966,650.00
TOTAL AMOUNT		22,249,605.18