19.03 Under no circumstances shall the PPA be held liable for the payment of any extra work, or extra cost of work, change of work, or change order undertaken without the prior written approval of the PPA to perform said work.

19.04 Notwithstanding any provision to the contrary, the PPA has the right to terminate, cancel and/or rescind this contract **motu proprio,** in case of breach thereof by the CONTRACTOR, without need of judicial action by giving at least Ten (10) days written Notice to that effect to the CONTRACTOR, which notice shall be final and binding on all the parties. In such event, the PPA may take over and continue the project, and the contracts and agreements entered into by the CONTRACTOR with third parties, which the PPA in its discretion, may want to assume are hereby conclusively deemed assigned to PPA. For this purpose, the CONTRACTOR hereby agrees and obligates itself to incorporate or cause to be incorporated in any contract or agreement with third parties, as same is connected with or related to the performance of any or all of the CONTRACTOR's obligations and undertakings hereunder, a stipulation providing for its assignability to and assumption by the PPA, at the option of the PPA. It is further agreed and understood that upon receipt of the Notice mentioned above, the CONTRACTOR cannot remove, withdraw or pull-out any of the equipment, machinery, tools, materials, and/or supplies brought to the project site without the written approval of the PPA.

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 date of receipt of the amount or amounts advanced.

19.05 It is expressly agreed that whenever the CONTRACTOR is behind schedule in its contract work and incurs ten (10%) percent or more negative slippage based on its approved PERT/CPM, the PPA may undertake the whole or portion of the unfinished work by administration or by negotiation through another qualified CONTRACTOR.

Whenever a work activity in the project is not being done on schedule per approved PERT/CPM, the PPA shall notify and direct the CONTRACTOR to immediately undertake such work activity. If within fifteen (15) days from receipt of such notice, the CONTRACTOR fails to start work and to show a satisfaction performance, PPA may take over the whole or portion of such work and have such work done by administration or award the same to another qualified contractor through negotiated contract at the current valuation price.

19.06 The PPA has the right to require the CONTRACTOR to supply and provide the required tools, materials, supplies, equipment, facilities, and to increase the number of workers assigned to the work when exigencies of the service so require. Should the CONTRACTOR fail, refuse or neglect to comply with the same, PPA shall have the

JAA CONSTRUCTION AND SUPPLY
By:
JELMA C. FERNANDEZ
Authorized Managing Officer

WITNESS:
ARCHIE P. LOPEZ

WITNESS:
BELTZASAR L. GELLA
Acting ESD Manager

Philippine Ports Authority:
By:
ENGR. ASTERIO C. GALLARDO, JR
Acting Port Manager

option to take over the project in whole or in part or award the same to another CONTRACTOR through negotiated contract at the current valuation price. Any increase in cost which the PPA may incur as a result of its take-over of the project pursuant to Sections 19.04, 19.05 and 19.06 shall be borne by and charged to the CONTRACTOR.

19.07 The CONTRACTOR shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all the Contract Documents taken together, whether the same may or may not be shown or described particularly in the drawings, plans and specifications provided that the same can be inferred therefrom. Should the CONTRACTOR find discrepancy in the drawings, plans and specifications, it shall immediately refer the same to the PPA, whose decision shall be followed.

19.08 CONTRACTOR agrees and obligates itself to restore to its original condition on its own account, any public road, pavement, streets or open space and/or public or private property which are excavated or in any manner used by the CONTRACTOR in connection with the performance of its obligations under this Contract.

19.09 CONTRACTOR agrees and binds itself to hold and save PPA free and harmless from any damage, claims and rights of action by third parties arising out of or by reason of this contract and all injuries that may be suffered by PPA due to the failure, negligence, delay or conduct on the part of the CONTRACTOR and/or its employees in the performance of their obligation under this Contract.

19.10 No final payment of the contract shall be made to the CONTRACTOR without the Certificate of Completion and/or Acceptance from the Office of the City Engineer of the City concerned of the local works to be restored mentioned in paragraph 19.08 hereof, otherwise the cost of restoration shall be made available out of any collectable/receivable by the CONTRACTOR from the PPA.

19.11 Notwithstanding any extra work, change of work or orders made, if any, by the PPA, it is agreed that the same shall be completed within the period herein fixed and provided.

19.12 The CONTRACTOR shall hold the PPA free and harmless from whatever suit and hereby binds and obligates itself to indemnify the PPA for any and all liabilities, losses, damages, judgment, awards, fines, penalties and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Contract, due to the fault, negligence, act, omission, delay, conduct, breach of trust or non-observance or violation of this Contract or any stipulation and warranty by the

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WITNESS:
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Acting Port Manager

WITNESS:
BELTZASAR L. GELLA
Acting ESD Manager

CONTRACTOR and/or any of its employees, agents, representatives or sub-contractors.

WITNESS:
ARCHIE P. LOPEZ

## ARTICLE XX

## SPECIAL REPRESENTATION

JAA CONSTRUCTION AND SUPPLY
By:
JELMA C. FERNANDEZ
Authorized Managing Officer

20.01 The CONTRACTOR hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or date contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of materials facts herein, which if known, could have disqualified the CONTRACTOR such that this contract would not have been made and entered into, gives the PPA the immediate right or recourse to **motu proprio** rescind, abrogate or otherwise terminate the contract without need of judicial action, in accordance with Section 19.04 hereof.

20.02 The CONTRACTOR hereby warrants that it has not given nor promised to give any money, gift or any material favor/consideration to any official or employee of the PPA to secure this Contract; that any violation of this warranty shall be sufficient ground for the PPA to revoke or cancel this Contract extra judicially or without need of judicial intervention.

WITNESS:
BELTZASAR L. GELLA
Acting ESD Manager

## ARTICLE XXI

## BUDGETARY REQUIREMENT

21.01 The parties hereto hereby adopt and incorporate herein by reference, Letter of Instruction No. 767 dated 16 November 1978 issued by the Office of the President, as implemented by the Letter Circular dated 7 December 1978 of the Department of Budget and Management.

21.02 The Contractor shall bear the cost of notarization of this Contract

Philippine Ports Authority:
By:
ENGR. ASTERIO C. GALLARDO, JR
Acting Port Manager

**ARTICLE XXII**

**EFFECTIVITY**

22.02 This Contract shall become effective after the same shall have been signed by the Parties hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first herein above written.

**PHILIPPINE PORTS AUTHORITY**

By:

**ENGR. ASTERIO C. GALLARDO, JR.**
Acting Port Manager

**JAA CONSTRUCTION & SUPPLY**

By:

**JELMA C. FERNANDEZ**

**WITNESSES:**

**BELTZASAR L. GELLA**
Acting Division Manager, ESD

**ARCHIE P. LOPEZ**
Contractor's Witness

WITNESS: ARCHIE P. LOPEZ

JAA CONSTRUCTION AND SUPPLY
By: JELMA C. FERNANDEZ
Authorized Managing Officer

WITNESS: BELTZASAR L. GELLA
Acting ESD Manager

Philippine Ports Authority:
ENGR. ASTERIO C. GALLARDO, JR.
Acting Port Manager

## ACKNOWLEDGEMENT

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

BEFORE ME. A Notary Public for and in the City of Cotabato, Philippines, personally appeared the following persons with their respective Community Tax Certificates, to wit:

| NAME | License No. | Place Issued/Expiry Date |
|---|---|---|
| **ENGR. ASTERIO C. GALLARDO, JR.** | **Driver's License 02-06-003526** | **Cotabato City/ 2018-02-29** |
| **JELMA C. FERNANDEZ** | **Com. Tax Cert. No. CC12016006830** | **Datu Odin Sinsuat, Issued on Maguindanao/ Jan, 17, 2017** |

who are known to me to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds, and that of the entity which they respectively represent.

This instrument is a Contract/Agreement for the project **Repair Port Manager's Quarter at PMO Cotabato, Cotabato City** consisting of **twenty three (23)** pages, including this page where the Acknowledgment is written. Page 1 to 21 and 23 are signed on the left margin thereof and page 22 is signed at the corresponding spaces provided therefore by the Parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this SEP 2 6 2017 day of _____, 2017 at Cotabato City, Philippines.

ATTY. BADRODIN P. PACASEM
Notary Public for Cotabato City, Maguindanao
Commission No. Until December 31, 2018
Don Rufino Alonzo Bldg., Cotabato City 9600 Philippines
Roll of Attorney No. 60205
PTR No. [illegible] 01/03/17, Cotabato City
IBP No. [illegible] 11/14/16, Cotabato City
MCLE Compliance No. V-0001879

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