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

WITNESS:
JUVELYN R. SALAC

JV Constech
By:
ENGR. FLORANTE M. MAGBANUA
Proprietor/Project Manager

ARTICLE XX

SPECIAL REPRESENTATION

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.

WITNESS:
BELTZASAR L. GELLA
Acting ESD Manager

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.

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.

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

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

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

JV CONSTECH

By:

ENGR. FLORANTE M. MAGBANUA
Proprietor/Project Manager

W I T N E S S E S:

BELTZASAR L. GELLA
Acting Division Manager, ESD

Jimelyn N. Sabe
Contractor's Witness

WITNESS:
JENELYN R. SALAC

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
C I T Y O F 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:

JV CONSTECH
By:
ENGR. FLORANTE M. MAGBANUA
Proprietor/Project Manager

NAME	License No.	Place Issued/Expiry Date
ENGR. ASTERIO C. GALLARDO, JR.	**Driver's License 02-06-003526**	**Cotabato City/ 2018-02-29**
ENGR. FLORANTE M. MAGBANUA	**PRC Registration No. 0072295**	**Manila, Philippines Dec. 29,2017**

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.

WITNESS:
BELTZASAR L. GELLA
Acting ESD Manager

This instrument is a Contract/Agreement for the project **Repair of Passenger Terminal/Admin. Building at TMO Sultan Kudarat, Port of Kalamansig, Sultan Kudarat** 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 21st day of Sept., 2017 at Cotabato City, Philippines.

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

MELQUIADES E. CEDEÑO
NOTARY PUBLIC
Notary Public
Com.#04 until Dec. 31, 2018
Roll of Attorney's No. 30139
IBP OR No. 930371/01-03-17
PTR No. 1462006/01-03-17
at Cotabato City

Doc. No. 169;
Page No. 34;
Book No. XXXI
Series of 2017;